

# INDIAN SHORES

Ph 727.595.4020 Fax 727.596.0050  
19305 Gulf Boulevard, Indian Shores, FL 33785  
[www.myindianshores.com](http://www.myindianshores.com)

**\*\*\* PUBLIC MEETING \*\*\***

## **TOWN COUNCIL WORKSHOP AGENDA TUESDAY, JANUARY 9, 2024, BEGINS AT 3:00 P.M. INDIAN SHORES MUNICIPAL CENTER, 4<sup>TH</sup> FLOOR**

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### **ITEM #      AGENDA ITEM**

- 1.0      Consideration of approving the January 9, 2024, Town Council Workshop agenda.
- 2.0      Comments from the public on any agenda item.
- 3.0      Evaluation and discussion of resumes from prospective candidates for appointment to the Town Council to serve the remaining term of retired Council Member Bill Smith, which concludes in March 2025.
- 4.0      Discussion to explore contracted services for interim Town Administrator versus direct hire of interim Town Administrator.
- 5.0      Evaluation and discussion of resumes from prospective candidates for the Interim Town Administrator position.
- 6.0      Review and discussion of Town Administrator contract. (Ref. pgs.: 1-8)
  - Town Administrator job description (Ref. pgs.: 9-13)
  - Town Administrator position profile (Ref. pgs.: 14-18)
- 7.0      Review and discussion of proposed Town street wayfinding signs from SignStar. (Ref. pgs.: 19-22)

**PLEASE SILENCE ALL CELL PHONES  
PLEASE LIMIT PUBLIC COMMENTS TO 4 MINUTES**

**Patrick C. Soranno**  
Mayor

**Diantha Schear**  
Vice Mayor

**Ellen A. Bauer**  
Councilor

**Michael (Mike) Petruccelli**  
Councilor

**William F. (Bill) Smith**  
Councilor

**Bonnie Dhonau**  
Town Administrator

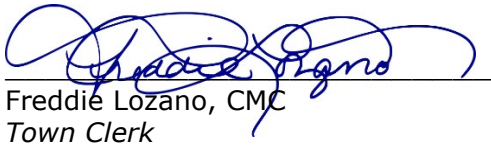
**Richard (Rick) Swann**  
Chief of Police

**Susan L. Scroggins**  
Director of Finance  
and Personnel

**Freddie G. Lozano**  
Town Clerk

**Regina Kardash, Esq.**  
Town Attorney

- 8.0 Discussion on resolution authorizing participation in a lawsuit challenging the requirement of elected officials to file financial disclosure Form 6. (Ref. pgs.: 23-28)
- 9.0 Citizens' comments on any subject.
- 10.0 Council members' comments on any subject.
- 11.0 Meeting adjournment.



Freddie Lozano, 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.*

*Any person with a disability requiring reasonable accommodation to participate in this meeting should contact the Town Clerk's office with your request within 24 hours prior to the start of the meeting. Phone 727.595.4020, Fax 727.596.0050*

## **EMPLOYMENT AGREEMENT**

This Employment Agreement (hereinafter "Agreement") made and entered into this \_\_\_\_\_ day of January, 2024 by and between the Town of Indian Shores, a municipal corporation organized under the laws of the State of Florida ("the Town") and \_\_\_\_\_ ("Employee") both of whom agree as follows:

### **WITNESSETH:**

WHEREAS, Article III, Section 4.02 of the Town Charter creates the position of Town Administrator for the Town; and

WHEREAS, Section 2-1 of the Town Code of Ordinances provides for the appointment of a Town Administrator by the Town Council ("Council"); and

WHEREAS, Section 2-2 of the Town Code of Ordinances provides for the powers and duties of the Town Administrator; and

WHEREAS, the Council hereby expresses its willingness and desire to employ Employee to commence the duties of Town Manager pursuant to the terms and conditions of this Agreement; and

WHEREAS, Employee shall serve as Town Administrator for the Town of Indian Shores commencing on the effective date of this Agreement and receive all the benefits provided for herein pursuant to the terms of this Agreement so long as he remains Town Administrator.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **SECTION 1 - DUTIES**

The Town shall employ Employee as Town Manager pursuant to the powers, duties and responsibilities as set forth in the Town of Indian Shores Charter, the

Town's Code of Ordinances and all applicable state and federal law, as amended from time to time, and shall perform such other legally permissible and proper duties and functions as the Town Council may, from time to time, assign to him/her.

## **SECTION 2 - TERM**

The term of this Agreement shall commence January xx, 2024, and shall terminate January xx, 2025, unless extended pursuant to Section 3.C.

## **SECTION 3 - TERMINATION**

A. Resignation - Employee shall give the Town at least ninety (90) days' notice prior to the effective date of his resignation from office. Should Employee resign his employment, Employee shall receive payment for the time actually worked under the terms of this Agreement and shall receive no severance pay or benefits under this Agreement or the Town Personnel Rules and Regulations except as provided herein.

B. Termination by the Town - The Town Administrator shall serve at the will and pleasure of the Town Council subject to the terms of this Agreement. Involuntary termination shall be pursuant to the terms of Section 2-1., Town of Indian Shores Code of Ordinances, in effect as of the date of this Agreement.

1. If terminated for cause, Employee shall not be entitled to any severance as set forth herein. "Cause" shall be defined as a conviction or adjudication of guilt for a felony by the Employee; a conviction or adjudication of guilt for a serious misdemeanor involving moral turpitude by the Employee; conduct as defined in Florida Statutes 443.036(29); a plea of nolo contendere to any of the above listed criminal charges; a finding of a violation of Florida's Ethics for Public Officials by the Florida Commission on Ethics; a finding of violation of the Town's Personnel Rules and Regulations; or the election or appointment to a public office that creates a prohibited dual

office holding pursuant to Article II, Sec. 5(a), Florida Constitution.

2. If terminated without cause, Employee shall be entitled to a lump sum severance pay equivalent to twenty (20) weeks of his compensation and benefits at the rate and effect at the time of termination in an amount not to exceed the provisions of Section 215.425 Florida Statutes (2023). Said severance payment shall be made within fifteen (15) days of termination. Until Employee receives severance, the Town shall continue to provide benefits on the same basis that was provided to Employee prior to termination. This provision of the Agreement is in effect upon execution by both parties.

C. Termination

1. On or before January xx, 2025, the following may occur:
  - a. The Town Council may take no action on this Agreement. If the Town Council takes no action this Agreement shall be automatically extended under its terms and conditions for an additional (1) one year term.
  - b. The Town Council at a properly noticed meeting, by a vote of at least 3 of the 5 members may decline to extend this Agreement whereupon this Agreement shall terminate on January xx, 2025, and no severance shall be paid hereunder.
  - c. Employee may request in writing to the Town Council that the Agreement shall not be extended whereupon this Agreement shall expire on January xx, 2025 and no severance benefits shall be paid hereunder.
  - d. After the initial term and renewal, for each succeeding year thereafter, if no action is taken by the parties on or before January xx, the Agreement will extend on a year to year basis until terminated by either party.

D. Mutual Agreement. - Notwithstanding the foregoing, nothing herein prevents the parties from terminating, extending or modifying this Agreement

by mutual agreement of Employee and Town upon terms and conditions mutually agreed upon in accordance with applicable laws.

#### **SECTION 4 - COMPENSATION**

Employee shall be paid a base annual salary of \$xxx,xxx.xx per year commencing on January xx, 2024, payable in installments at the same time and the same manner as applicable to all general employees of the Town. The Town Council may, but is not required to, increase Employee's salary based on performance following annual review or as deemed appropriate by the Council. Such salary increases, if any, shall become the new annual base salary under this Agreement without necessity of amending this Agreement.

#### **SECTION 5 - PROFESSIONAL DUES, TRAVEL AND JOB RELATED EXPENSES**

A. The Town Administrator is required to maintain membership in a recognized professional association for the position; if not currently a member of such organization, the Town Administrator shall have eight months from the date of this Agreement to attain the required membership unless otherwise waived by the Town Council. The Town shall pay all reasonable professional dues and subscriptions of Employee which are a necessary and appropriate part of his participation in national, regional and state and local associations or organizations necessary and desirable for his/her continued professional growth and development.

B. The Town shall pay reasonable travel and expenses (including mileage reimbursement for use of Employee's personal vehicle) of Employee while on Town business or while attending functions as a representative of or on behalf of the Town in accordance with established policies of the Town. Employee may use Town vehicles for travel if available. Employee shall not be entitled to travel expenses associated with travel between his home and work.

C. The Town shall pay travel and expenses of Employee for short courses, institutes, seminars that are necessary for Employee's professional development and for the benefit of the Town subject to appropriation.

D. All reasonable travel and expenses of Employee shall be paid in accordance with Florida Statutes 112.061 and the Town Code of Ordinances, as applicable.

E. The Town shall furnish Employee with all equipment and supplies usually and customarily provided a Town Administrator to allow Employee to efficiently perform his/her duties and responsibilities as described hereunder.

#### **SECTION 6 - OTHER BENEFITS**

A. Life Insurance - The Town shall provide or pay Employee, at Employee's option, for term life insurance in the amount of three times Employee's annual salary.

B. Healthcare Insurance - The Town shall pay for all health and dental insurance of Employee on the same basis as at-will employees of the Town pursuant to the Personnel Rules and Regulations. The Town shall waive any initial waiting period for medical and dental coverage provided the Town's insurance carriers agree to such waiver. Alternatively, the Employee may select health insurance from a third party health insurance provider, selected by the Employee and paid for by the Town, so long as the cost of the third party health insurance is equal to or less than the cost of the insurance that would have been provided under the Town's existing health insurance policy. The Town will pay the cost for health insurance in the same amount as other at-will employees, to the Employee if he obtains his own private insurance.

C. Disability Insurance - The Town shall provide disability coverage to Employee on the same basis as at-will employees of the Town pursuant to the

Personnel Rules and Regulations. The Town shall waive the initial waiting period provided the Town's insurance carriers agree to such waiver.

D. Annual Physical - Employer shall reimburse Employee for the cost of a complete physical examination during each fiscal year. The examination shall be conducted by a physician chosen by the Employee.

E. Leave - The Employee's leave shall accrue at the same rate and subject to the same conditions as all other at-will Town employees pursuant to the Town's Personnel Rules and Regulations.

F. Retirement Contribution - In addition to the salary paid by the Town to Employee, the Town shall pay in equal proportions an amount equal to xx.xx% of salary to be deposited into a deferred compensation account or other tax deferred account as directed and established by Employee.

G. Vacation - Employee shall be entitled to vacation to be accrued in the same amount and under the same conditions as at-will employees of the Town pursuant to the Personnel Rules and Regulations.

#### **SECTION 7 - ANNUAL REVIEW**

The Town Council may review and evaluate the job performance of Employee at least once annually on or before September 29 of each year of this Agreement. The Town Council shall define the goals and objectives of Employee at least annually.

#### **SECTION 8 - OUTSIDE EMPLOYMENT**

Employee agrees to devote all of his full working time to the performance of his duties and responsibilities under Section 1, and agrees not to engage in other employment or any contractual relationships for personal services during the period of his/her employment with the Town. Recognizing



that certain outside teaching opportunities provide indirect benefits to the Town and the community, the Employee may elect to accept limited teaching opportunities with the understanding that such arrangements shall take place on Employee's time off and shall not constitute interference with nor a conflict of interest with his responsibilities under this Agreement.

#### **SECTION 9 - GENERAL PROVISIONS**

- A. Venue - Any action arising under this Agreement shall be brought only in Pinellas County, Florida.
- B. Notices - All notices under this Agreement shall be in writing and shall be given to the Town Council at 19305 Gulf Boulevard, Indian Shores, Florida 33785, with a copy to the Town Attorney at 6853 Energy Court, Lakewood Ranch, Florida 34240, and to Employee at 19305 Gulf Boulevard, Indian Shores, Florida 33785. Notices shall be hand delivered to the recipient or mailed, certified or registered mail, return receipt requested, with sufficient postage to reach the destination. The place where notice is given under this paragraph may be changed from time to time by the party entitled to receive it in the same manner that notice is given. Notice given before a change is not invalidated by the change.
- C. Severability - If any provision or portion of this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed to be severable and shall remain in full force and effect.
- D. Successors and Assigns - The parties have entered into this Agreement for their sole and exclusive benefit and by so doing do not intend to benefit any third parties.

E. Independent Advice and Counsel\* - The parties hereby acknowledge and understand the contents of this Agreement, they have been advised by or have had an opportunity to consult with their own independent legal counsel and/or tax advisor regarding the provisions provided for in this Agreement and their implications.

In Witness Whereof, the parties have executed this Agreement the date and year first above written.

**EMPLOYEE: XXXXXX XXXXXX**

\_\_\_\_\_  
XXX XXXX

**EMPLOYEE WITNESSES:**

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**TOWN OF INDIAN SHORES, FLORIDA**

By: \_\_\_\_\_  
Patrick Sorrano, Mayor

**ATTEST:**

Review as to form and correctness:

\_\_\_\_\_  
Freddie Lozano, Town Clerk

\_\_\_\_\_  
Regina A. Kardash, Esq. Town Attorney

# **TOWN OF INDIAN SHORES**

## **POSITION DESCRIPTION**

POSITION TITLE: Town Administrator

SALARY GRADE: 22-10

DEPARTMENT: Administration

SALARY RANGE: Set by Council

POSITION STATUS: Exempt - Charter

### **GENERAL DESCRIPTION**

The Town Administrator shall serve as the Chief Administrative Executive of the Town and shall coordinate all phases of the Administrative and Public Services departments of the municipal government of the Town of Indian Shores and shall manage and supervise the activities of the Town in accordance with the policies adopted by the Town Council, Council Directives, Town Charter, State Law, Ordinances and Resolutions of the Town.

### **REPORTING RELATIONSHIPS**

Reports to: Town Council

Supervises: Director of Finance & Personnel, Building Official, Public Services Supervisor, and the Administrative Assistant/PIO.

### **ESSENTIAL POSITION FUNCTIONS**

1. To serve as the day-to-day Administrator in coordinating all activities of all Administrative and Public Services departments of the Town in carrying out all policies and directives of the Town Council.
2. To enforce all Ordinances, Resolutions, and other policies of the Town Council as they pertain to all Administrative and Public Services departments of the Town.
3. To make purchases up to the amount approved by ordinance. To make recommendations to the Town Council on all other purchases; to review bids prepared for those items in all Administrative and Public Services departments requiring bids, and to supervise all bid procedures. Ensure all Administrative and Public Service Departmental purchases on contracts are reviewed by the Town Attorney.
4. To work with the Director of Finance and the Town's Auditors to establish and maintain an effective control system for all Administrative and Public Services departments finances of the Town.
5. To oversee that budget execution for all Administrative and Public Services departments is consistent with appropriations.

6. To recommend pay plans and annual salary adjustments for Town employees of all Administrative and Public Services departments of the Town for Town Council consideration.
7. To act as Chief Personnel Officer for all Administrative and Public Services departments of the Town on complex matters; is directly involved in the hiring, evaluating, promoting, and disciplining of Department Heads and employees; establishes procedure for others to follow in such matters.
8. To serve as the Chairperson of all Administrative and Public Services Departments Management Team and assign project management and/or coordination responsibilities to appropriate Town personnel and report such assignments to Council.
9. To prepare proposed budgets and work programs for all Administrative and Public Services departments of the Town, in conjunction with the Director of Finance, Department Heads, and Town Council.
10. To prepare an annual report of the previous fiscal year's activities for all Administrative and Public Services for presentation to Town Council and the citizens of the Town through the Town's independent auditors.
11. To identify service and policy needs of all Administrative and Public Services departments of the Town and bring them to the attention of Town Council.
12. To coordinate departmental activities and set appropriate attainable goals for all Administrative and Public Services municipal departments in conjunction with Department Heads, Committees and Town Council.
13. To coordinate and approve staff scheduled absences for all Administrative and Public Services departments of the Town to ensure continuity of service delivery staffing needs.
14. To maintain contact with the public by processing suggestions, complaints and informational requests for all Administrative and Public Services departments and monitor solutions. To ensure departments under the Town Administrator's purview direct records and responses to Freedom of Information Act requests to the Town Clerk in a timely manner.

15. To serve as computer services technician (IT) Coordinator for the Administrative and Public Services departments of the Town.
16. To serve as property manager of all Town facilities, including but not limited to the Town Hall, Town maintenance facility, all town parks and mini-parks and all other real estate and personal property owned by the Town.
17. To immediately notify the Town Attorney of any matters that might involve legal issues or litigation involving or regarding any Administrative and Public Services departments and to work with the Town Attorney concerning the legal affairs of the Town.
18. To have authority to place items on the agenda and provide informational input on Council motions during the discussion process, when appropriate.
19. To have daily contact with the mayor, and individual Council Members when appropriate to facilitate briefings on current Administrative or Public Services issues and/or projects.
20. Assist insofar as possible residents and taxpayers in discovering the remedial processes in cases involving complaints of unfair vendor, administrative and governmental practices as relates to all Administrative and Public Services departments of the Town.
21. Maintain open and effective communications with Police Department Operations, Town Clerk and Town Attorney.
22. Any other duties assigned by Town Council consistent with the responsibility of this position.

### **MINIMUM QUALIFICATIONS**

#### **KNOWLEDGE, SKILLS AND ABILITIES**

#### **KNOWLEDGE, SKILLS AND ABILITIES**

- Knowledge of functions, operations and structure of the Town Administration's and Town Government.
- Knowledge of public administration techniques, principles and practices.
- Knowledge of methods used in making statistical surveys and in the preparation of reports.
- Knowledge of the Town policies, code, rules and regulations.
- Knowledge of modern office policies, procedures, practices and equipment.

- Ability to analyze and solve administrative problems and render advice and assistance.
- Ability to present oral comments and recommendations clearly and concisely.
- Ability to coordinate work with others, when required.
- Ability to prepare and manage RFP bid process and contracts on behalf of the Town.
- Knowledge of environmental issues, stormwater management and NPDES issues as they relate to the Town.
- Demonstrated strong Human Resource, budget preparation and budget execution skills.

## **EDUCATION AND EXPERIENCE**

### **Town Administrator**

Graduation from an accredited University or College with a four-year degree in Public or Business Administration and/or actual experience with, or as a Town Administrator and/or Manager.

## **LICENSES, CERTIFICATIONS OR REGISTRATIONS**

Must possess a valid Florida Driver's License or have the ability to obtain within thirty (30) days of employment. Have the ability to become NIMS Compliant within six (6) months of employment. Any other licenses, certifications or registrations required with qualifying as Town Administrator.

## **ESSENTIAL PHYSICAL SKILLS**

- Good hearing (with or without correction)
- Good vision (with or without correction)
- Ability to engage in field site visits
- Light lifting (25 pounds) and carrying
- Reaching
- Ability to operate an automobile safely

## **ENVIRONMENT CONDITIONS**

- Works inside, in an office environment
- Works outside as necessary

## **SELECTION GUIDELINES**

Formal application, rating of education and experience; oral interview and reference check; job related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change. Reasonable accommodations will be

Dire made for otherwise qualified individuals with a disability.

Approval: by Town Council Approval: 02/11/2014

Effective Date: 02/11/2014 Revision History: \_\_\_\_\_

S:\WORDDATA\PERSONNEL\JOB DESCRIPTIONS\APPROVED – DIRECTOR OF ADMINISTRATION 2-11-14

## **POSITION PROFILE**

### **TOWN OF INDIAN SHORES TOWN ADMINISTRATOR CANDIDATE PROFILE**

#### ***Education***

- ◆ *Graduation from an accredited four-year college or university with a Bachelor's degree in Public Administration, Business, Management or other closely related field that would be appropriate to manage the affairs of the Town of Indian Shores.*

#### ***Experience***

- ◆ *Minimum five years progressive experience in municipal government, with three years minimum as the Manager or Assistant Manager preferred. Consideration will be given to individuals with private sector experience who possess the skill sets that would be transferable to the public sector.*
- ◆ *An individual with demonstrated experience and knowledge of municipal planning, zoning, development, redevelopment, grants administration, budget preparation and management, code enforcement procedures, building and zoning regulations, permitting, public works activities, contracting process and procedures, the development and/or implementation of a municipal master plan (visioning process) and a working knowledge of Florida's comprehensive planning processes and procedures.*
- ◆ *Essential that the candidate has experience in managing multiple tasks/projects and a work force with divergent skills and responsibilities.*
- ◆ *Should have experience working in a Town Council form of government or experience reporting to a similar form of governing body.*



## ***Position Profile – Page 2***

### ***Professional Development***

- ◆ *Documented evidence of progressive professional growth and advancement through promotions and completion of training programs, seminars, and/or other professional development activities related to local government management. Similar documented progression if candidate is from the private sector.*
- ◆ *Active member of professional associations such as ICMA, Florida League of Cities, civic clubs, and other similar organizations.*

### ***Knowledge, Skills and Abilities***

- ◆ *Demonstrated ability to maintain a cooperative and positive working relationship with Council members, staff, citizens, business owners, and other groups that interact with the Town government.*
- ◆ *Ability to effectively communicate in writing and orally to numerous groups, organizations, elected officials, staff and citizens. This is an essential and critical skill.*
- ◆ *Ability to delegate authority and responsibility to Town employees in an effective and fair manner, allow them to perform their jobs without undue interference and to “lead by example”.*
- ◆ *Knowledge of municipal government relationships with state and federal government organizations. Ability to develop and foster good intergovernmental relationships.*
- ◆ *Willingness and ability to assess the effectiveness and efficiency of the Town’s organizational infrastructure and maximize the utilization of available resources.*
- ◆ *Ability to be fair, even handed and consistent with Council members, employees, citizens and others who interact with and do business with the Town government.*
- ◆ *Ability to work toward the solution(s) to problems on a day-to-day basis, as well as those with long term implications, without regard to “who gets credit”.*

### *Position Profile – Page 3*

- ◆ *Ability to explore multiple options to ongoing activities, to develop the best solution(s) and to effectively and diplomatically coordinate the details with elected officials, employees, citizens, business owners and others.*
- ◆ *Documented ability to assess the needs of the Town as they relate to the availability of grants, knowledge of the source(s) of related grants, the ability to successfully obtain grants and to effectively manage and administer the grants received.*
- ◆ *Good financial skills as required to effectively manage the Town's finances and be accountable for the financial well being of the Town government.*
- ◆ *Ability to professionally and diplomatically present opinions and recommendations that are in the best interest of the Town without regard to personal criticism and disagreements that may occur.*
- ◆ *Ability to earn and maintain the respect of Town Council, the community and the Town staff.*
- ◆ *Willingness to get out in the community to stay abreast of projects, citizen concerns, staff activities, infrastructure needs and other similar issues.*
- ◆ *Strong interpersonal skills that will maximize relationships with Council members, employees, other local and state government agencies and their employees/elected officials and the diverse mix of Indian Shore's citizens and business entities.*
- ◆ *A strong team player, who has the ability to carry out the day-to-day business of the Town recognizing that an atmosphere of "give and take", without violating rules and regulations, will generally result in "win-win" relationships.*
- ◆ *Ability to develop realistic goals and objectives and the related implementation strategies.*
- ◆ *Ability to patiently listen to the concerns and ideas of others while maintaining an open mind as to outcomes and to provide feedback and/or make related decisions that are in the best interest of the Town as a whole.*
- ◆ *Ability to put the "business" of the Town into the perspective of a business wherein efficiencies and results are measured against the cost of providing the Town's services.*

## ***Position Profile – Page 4***

- ◆ *Willingness and ability to provide feedback to staff with positive reinforcement when warranted.*

### ***Management Style***

- ◆ *A “roll up the shirt sleeves” type person who gets out in the community, solicits input from others, empowers staff to perform their jobs in the most efficient and effective manner possible, is decisive and timely, is a proactive and creative thinking individual capable and effective with varying management styles appropriate to changing situations.*
- ◆ *An accessible person who maintains a true open door policy as the basic foundation of his/her management style.*
- ◆ *A leader who works with and through others to accomplish the goals and objectives of the Town as a whole rather than individual goals that may be guided by short term and single purpose objectives.*

### ***Personal Characteristics***

- ◆ *A strong people person with a great amount of concern and empathy for others.*
- ◆ *An honest and trustworthy person with the highest level of professional integrity and ethics. A person beyond reproach.*
- ◆ *A sincere and personable individual who demonstrates a solid sense of humor in a professional and courteous manner.*
- ◆ *A person who is not egocentric.*
- ◆ *A person who has a history of leaving emotions and personal feelings out of job related situations.*
- ◆ *A self motivated, enthusiastic, intelligent and mature person who is a leader and motivator of others and who can accomplish as much with his/her interpersonal skills as he/she does with the authority of the position.*
- ◆ *A visionary, proactive, decisive person with a sense of urgency to the practical application and administration of adopted policies and the day-to-day business affairs of the Town as well as having a vision of the long term needs of the Town.*

***Position Profile – Page 5***

- ◆ *A fair, consistent, firm and diplomatic manager and leader.*
- ◆ *A person that is sensitive to local political issues without being political.*
- ◆ *A person that is professionally strong in his/her convictions. Not easily intimidated. Confident without being pretentious.*

Street Wayfinding Signs - Neighbor Survey

	Length	Height	Logo or Design?	Background Color	Letters/Numbers Color
Belleair Beach	30"	9"	Shell	Blue	White
IRB	48"	9"	City Logo	Green	White
Red Shores	24	6	no	Green	White
N. Red Beach	36	9	Beach Scene	Blue	White
Red Beach	24	6	no	Green	White
Mad Beach	24	6	no	Green	White
Treasure Island	24	6	no	Green	White
Note: 1.) IRB & Belleair Beach mount theirs on top of Stop Signs (see photo).					
Note: 2.) Steve also said the 6" height were more difficult to read.					



PHOTOS OF EXISTING SIGN CONDITIONS AND CONSTRUCTION NOTES TO MATCH FOR NEW SIGN PANELS, BRACKETS, GUSSETS, AND CAPS



ENLARGED DETAIL VIEW

- Existing 1/8" thick aluminum panel, 9" tall x 48" wide, with digitally-printed reflective vinyl graphics applied on both sides.
- Welded gussets as required for stability.
- U-channel bracket to which upper sign panel is bolted.
- Welded connection of the two u-channel brackets.
- U-channel bracket to which lower sign panel is bolted.
- Existing 1/8" thick aluminum panel, 9" tall x 48" wide, with digitally-printed reflective vinyl graphics applied on both sides.
- Welded gussets as required for stability.
- U-channel bracket to which lower sign panel is bolted.
- Welded connection of the u-channel to the cap below.
- Cap that slides over the top of the EXISTING 2" x 2" square tube support, and bolts onto the support.

NOTE: ALL NEW SIGN PANELS AND BRACKETS/ CAPS CONSTRUCTION WILL APPROXIMATELY MATCH THE EXISTING, AS SHOWN IN THIS PHOTO AND AS NOTED ABOVE. ALL NEW SIGN U-CHANNEL BRACKETS/GUSSETS/ CAPS WILL BE PAINTED WHITE, SMOOTH FINISH.

No action is to be taken for any existing "One Way" or other traffic directional panels.

Existing 2" x 2" support, to remain.

SCOPE OF WORK:

- Remove existing STREET NAME sign panels and all u-channel brackets with welded caps from the tops of the existing 2" x 2" square tube sign supports.
- EXISTING "ONE WAY" OR OTHER TRAFFIC DIRECTIONAL-TYPE SIGN PANELS ARE TO REMAIN AS-IS / NO CHANGE.
- All new STREET NAME sign panels with all new u-channel brackets, gussets, and caps, are to be installed on the existing sign supports as necessary.
- New brackets, gussets, and caps materials and construction will match the existing being removed as closely as possible, but with updated face graphics design and sign panel shape (see all notes above and views at right).
- New sign panels are 1/8" thick aluminum with digitally-printed/laminated reflective vinyl graphics applied to both sides.
- All new brackets, gussets, and caps are painted white, smooth finish.

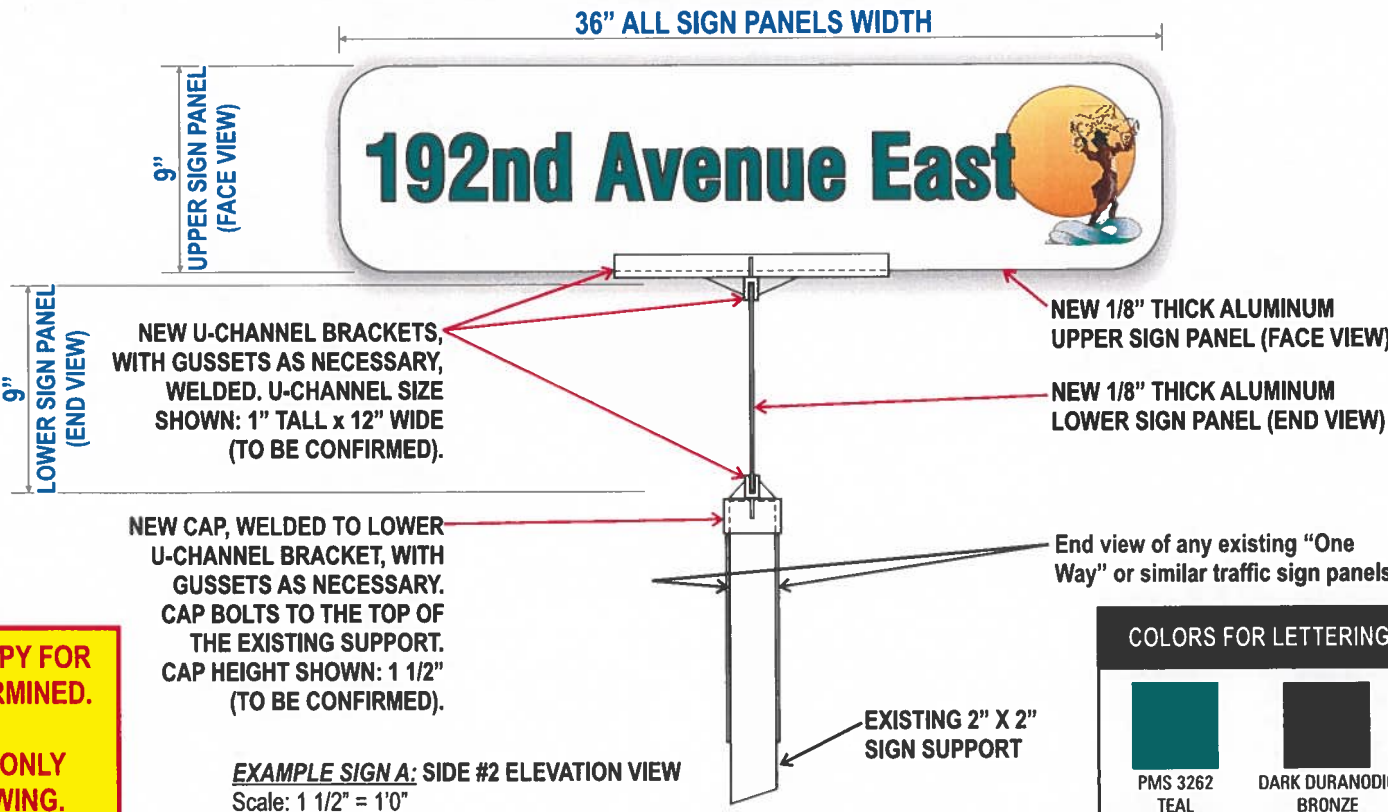
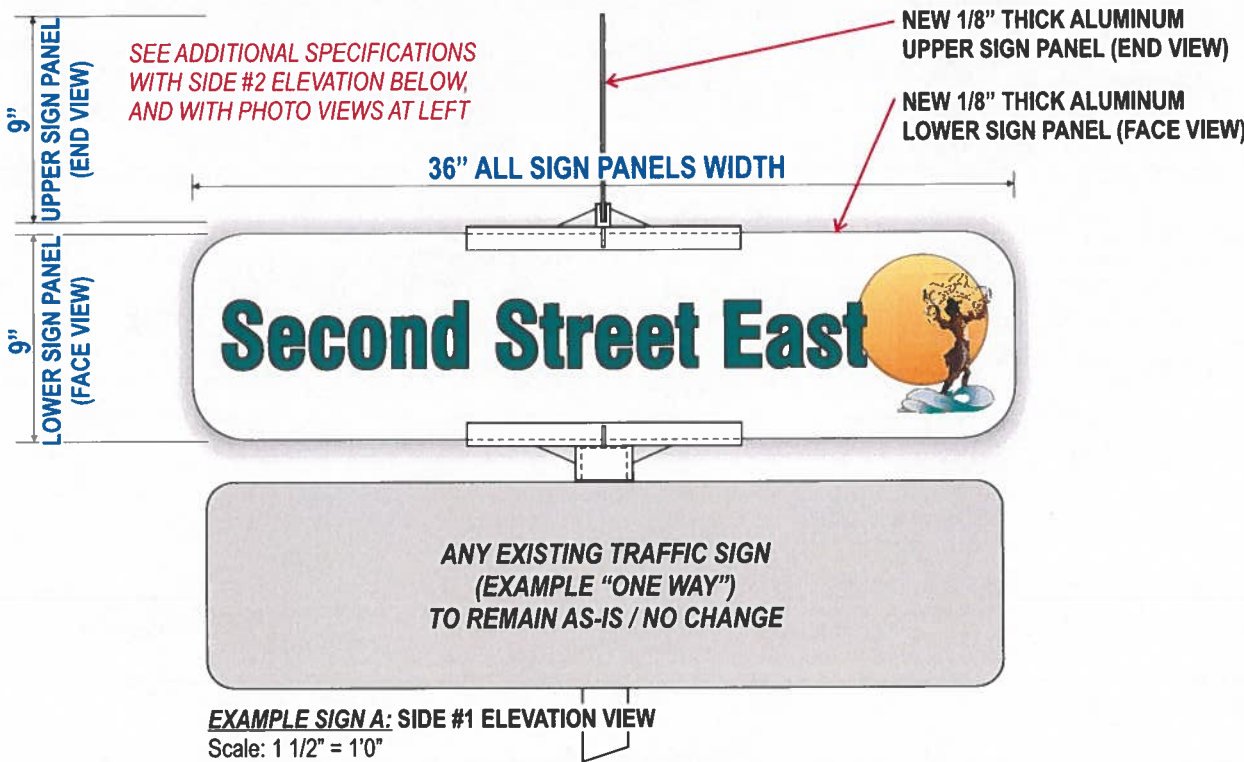
SEE ALL NOTES ABOVE AND WITH NEW SIGN VIEWS AT RIGHT FOR ADDITIONAL INFORMATION.

QUANTITY OF SIGNS AND COPY FOR ALL SIGNS ARE TO BE DETERMINED.

EXAMPLE SIGN AND COPY ONLY ARE SHOWN ON THIS DRAWING.

SIGN A / OPTION 1

Digitally-printed/laminated graphics on white reflective vinyl, applied to aluminum panels.



COLORS FOR LETTERING



Project: Indian Shores  
Address:  
Dwg#: 23-00000-1 R1  
Date: 6-20-23  
By: si  
File: Indian Shores street signs  
Scale: as noted  
Rep: rdp

Rev. date / notes  
R1: 1-4-24 Show three options, all at different size(s) than previously shown (smaller), and 2 w/standard reflective green/blue color b/g's as per rdp's instructions. (si) See "...old" for pre-revision #1 drawing.

CLIENT APPROVAL:  
This print must be signed, dated, and returned to SIGNSTAR  
Note: Structural changes may require resubmittal to third party and/or state agencies and may incur schedule delays.  
APPROVED ☐ APPROVED AS NOTED ☐  
SIGNATURE DATE

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A Division of West Central Signs, Inc.  
3502 Queen Palm Dr., Ste. C, Tampa, FL 33619  
Ph.(813)980-6763 Fax(813)980-6857  
www.signstar.net  
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**PHOTOS OF EXISTING SIGN CONDITIONS AND CONSTRUCTION NOTES TO MATCH FOR NEW SIGN PANELS, BRACKETS, GUSSETS, AND CAPS**



ENLARGED DETAIL VIEW

- Existing 1/8" thick aluminum panel, 9" tall x 48" wide, with digitally-printed reflective vinyl graphics applied on both sides.
- Welded gussets as required for stability.
- U-channel bracket to which upper sign panel is bolted.
- Welded connection of the two u-channel brackets.
- U-channel bracket to which lower sign panel is bolted.
- Existing 1/8" thick aluminum panel, 9" tall x 48" wide, with digitally-printed reflective vinyl graphics applied on both sides.
- Welded gussets as required for stability.
- U-channel bracket to which lower sign panel is bolted.
- Welded connection of the u-channel to the cap below.
- Cap that slides over the top of the EXISTING 2" x 2" square tube support, and bolts onto the support.

**NOTE: ALL NEW SIGN PANELS AND BRACKETS/ CAPS CONSTRUCTION WILL APPROXIMATELY MATCH THE EXISTING, AS SHOWN IN THIS PHOTO AND AS NOTED ABOVE. ALL NEW SIGN U-CHANNEL BRACKETS/GUSSETS/ CAPS WILL BE PAINTED WHITE, SMOOTH FINISH.**

**No action is to be taken for any existing "One Way" or other traffic directional panels.**

**Existing 2" x 2" support, to remain.**

**SCOPE OF WORK:**

- Remove existing STREET NAME sign panels and all u-channel brackets with welded caps from the tops of the existing 2" x 2" square tube sign supports.
- EXISTING "ONE WAY" OR OTHER TRAFFIC DIRECTIONAL-TYPE SIGN PANELS ARE TO REMAIN AS-IS / NO CHANGE.
- All new STREET NAME sign panels with all new u-channel brackets, gussets, and caps, are to be installed on the existing sign supports as necessary.
- New brackets, gussets, and caps materials and construction will match the existing being removed as closely as possible, but with updated face graphics design and sign panel shape (see all notes above and views at right).
- New sign panels are 1/8" thick aluminum with digitally-printed/laminated reflective vinyl graphics applied to both sides.
- All new brackets, gussets, and caps are painted white, smooth finish.

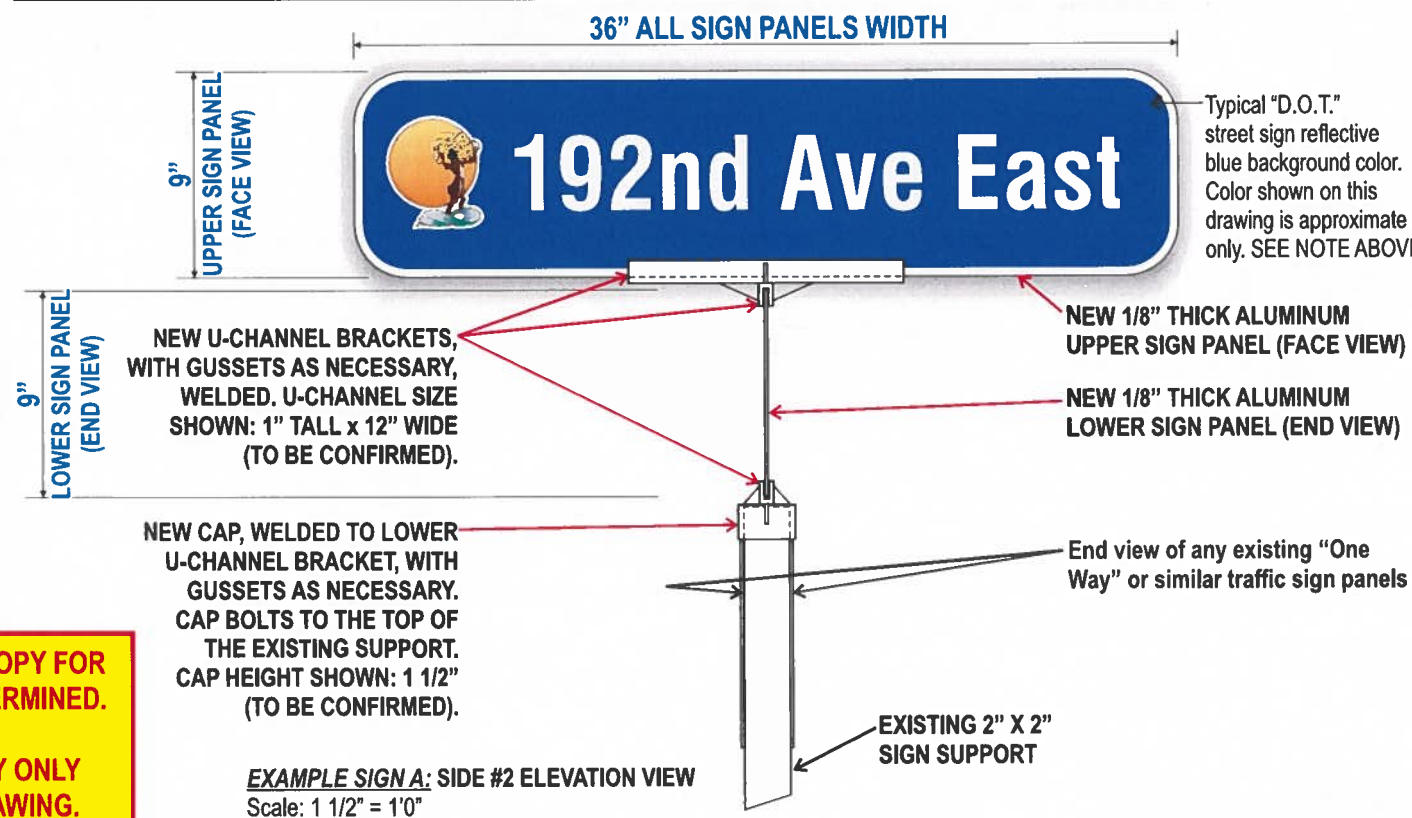
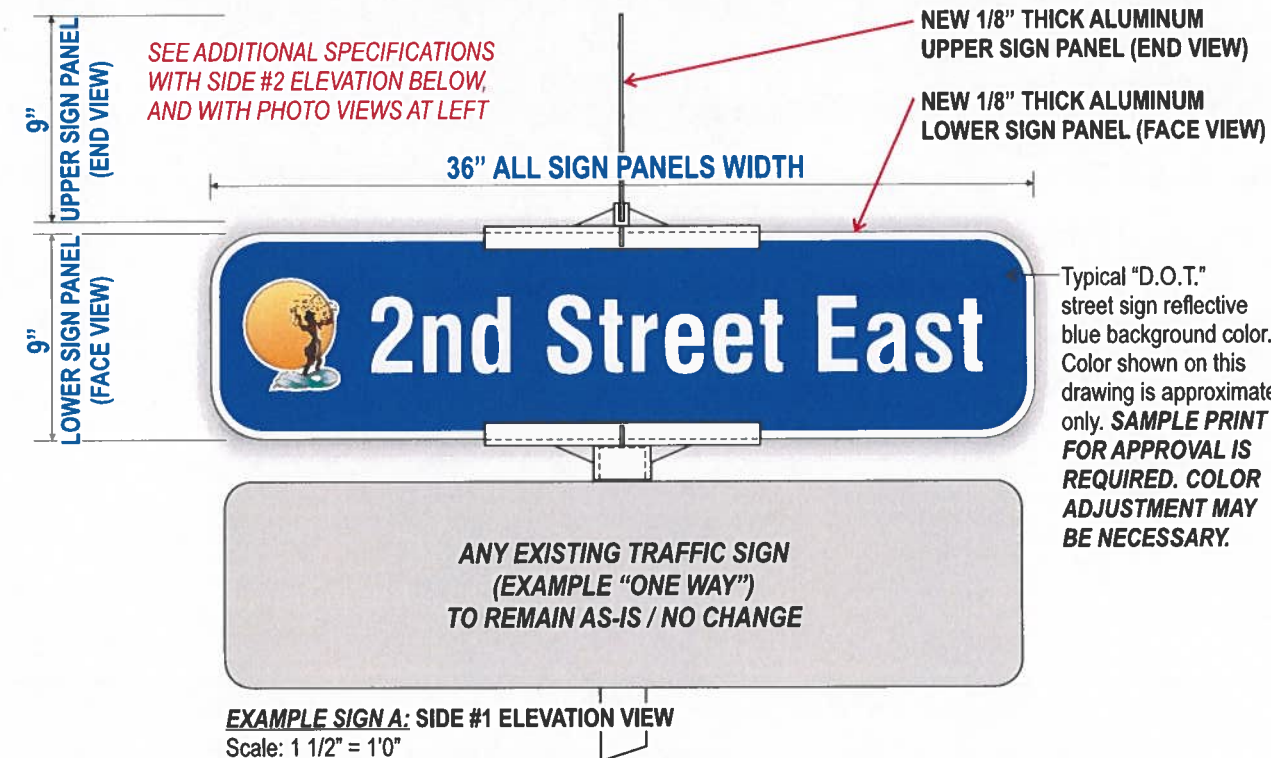
SEE ALL NOTES ABOVE AND WITH NEW SIGN VIEWS AT RIGHT FOR ADDITIONAL INFORMATION.

**QUANTITY OF SIGNS AND COPY FOR ALL SIGNS ARE TO BE DETERMINED.**

**EXAMPLE SIGN AND COPY ONLY ARE SHOWN ON THIS DRAWING.**

**SIGN A / OPTION 2**

Digitally-printed/laminated graphics on white reflective vinyl, applied to aluminum panels.



Project: Indian Shores

Address:

Dwg#: 23-00000-2 R1

Date: 6-20-23

By: si

File: Indian Shores street signs

Scale: as noted

Rep: rdp

Rev. date / notes

R1: 1-4-24 Show three options, all at different size(s) than previously shown (smaller), and 2 w/standard reflective green/blue color b/gs as per rdp's instructions. (si) See "...old" for pre-revision #1 drawing.

CLIENT APPROVAL:

This print must be signed, dated, and returned to SIGNSTAR

Note: Structural changes may require resubmittal to third party and/or state agencies and may incur schedule delays.

APPROVED ☐

APPROVED AS NOTED ☐

SIGNATURE

DATE

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**PHOTOS OF EXISTING SIGN CONDITIONS AND CONSTRUCTION NOTES TO MATCH FOR NEW SIGN PANELS, BRACKETS, GUSSETS, AND CAPS**



ENLARGED DETAIL VIEW

- Existing 1/8" thick aluminum panel, 9" tall x 48" wide, with digitally-printed reflective vinyl graphics applied on both sides.
- Welded gussets as required for stability.
- U-channel bracket to which upper sign panel is bolted.
- Welded connection of the two u-channel brackets.
- U-channel bracket to which lower sign panel is bolted.
- Existing 1/8" thick aluminum panel, 9" tall x 48" wide, with digitally-printed reflective vinyl graphics applied on both sides.
- Welded gussets as required for stability.
- U-channel bracket to which lower sign panel is bolted.
- Welded connection of the u-channel to the cap below.
- Cap that slides over the top of the EXISTING 2" x 2" square tube support, and bolts onto the support.

**NOTE: ALL NEW SIGN PANELS AND BRACKETS/ CAPS CONSTRUCTION WILL APPROXIMATELY MATCH THE EXISTING, AS SHOWN IN THIS PHOTO AND AS NOTED ABOVE. ALL NEW SIGN U-CHANNEL BRACKETS/GUSSETS/ CAPS WILL BE PAINTED WHITE, SMOOTH FINISH.**

**No action is to be taken for any existing "One Way" or other traffic directional panels.**

**Existing 2" x 2" support, to remain.**

**SCOPE OF WORK:**

- Remove existing STREET NAME sign panels and all u-channel brackets with welded caps from the tops of the existing 2" x 2" square tube sign supports.
- EXISTING "ONE WAY" OR OTHER TRAFFIC DIRECTIONAL-TYPE SIGN PANELS ARE TO REMAIN AS-IS / NO CHANGE.
- All new STREET NAME sign panels with all new u-channel brackets, gussets, and caps, are to be installed on the existing sign supports as necessary.
- New brackets, gussets, and caps materials and construction will match the existing being removed as closely as possible, but with updated face graphics design and sign panel shape (see all notes above and views at right).
- New sign panels are 1/8" thick aluminum with digitally-printed/laminated reflective vinyl graphics applied to both sides.
- All new brackets, gussets, and caps are painted white, smooth finish.

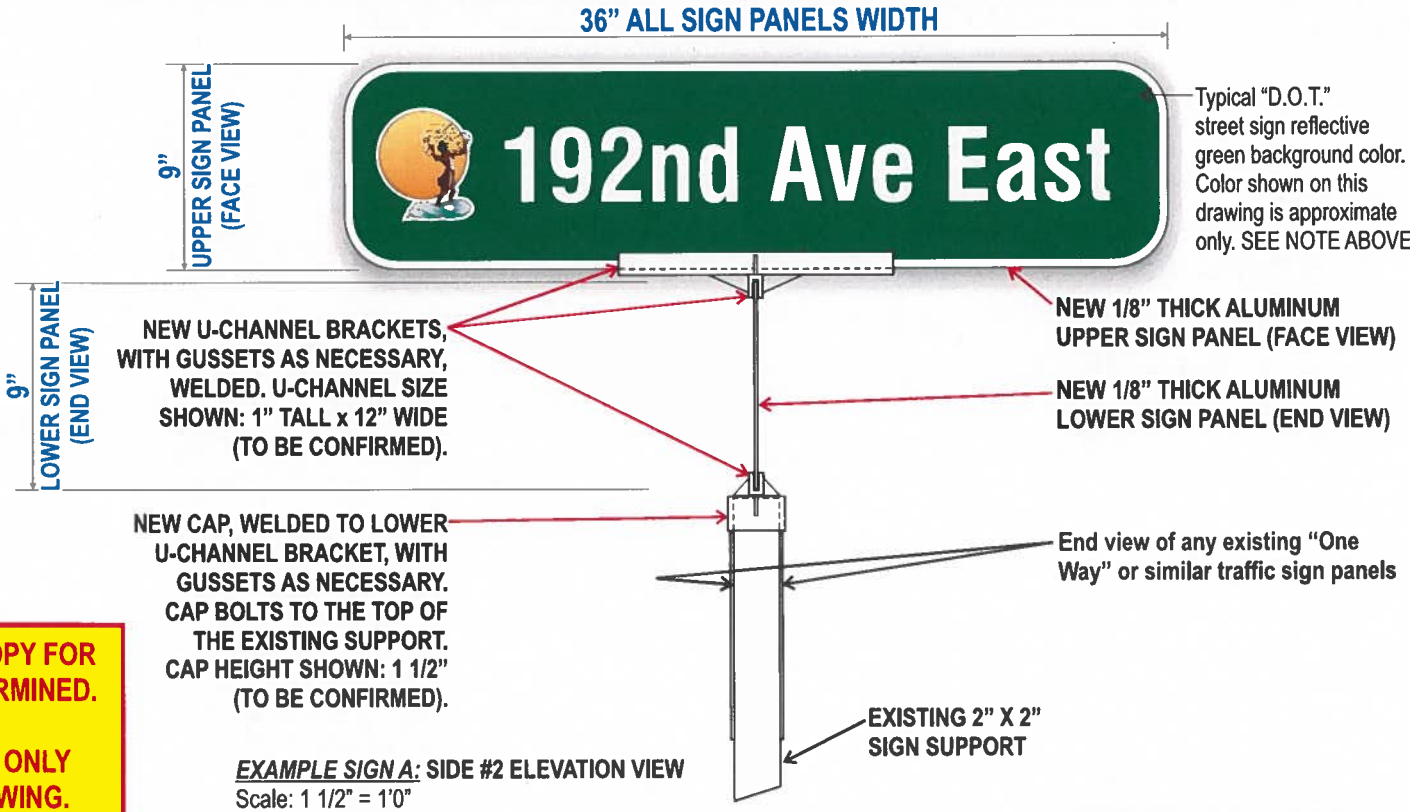
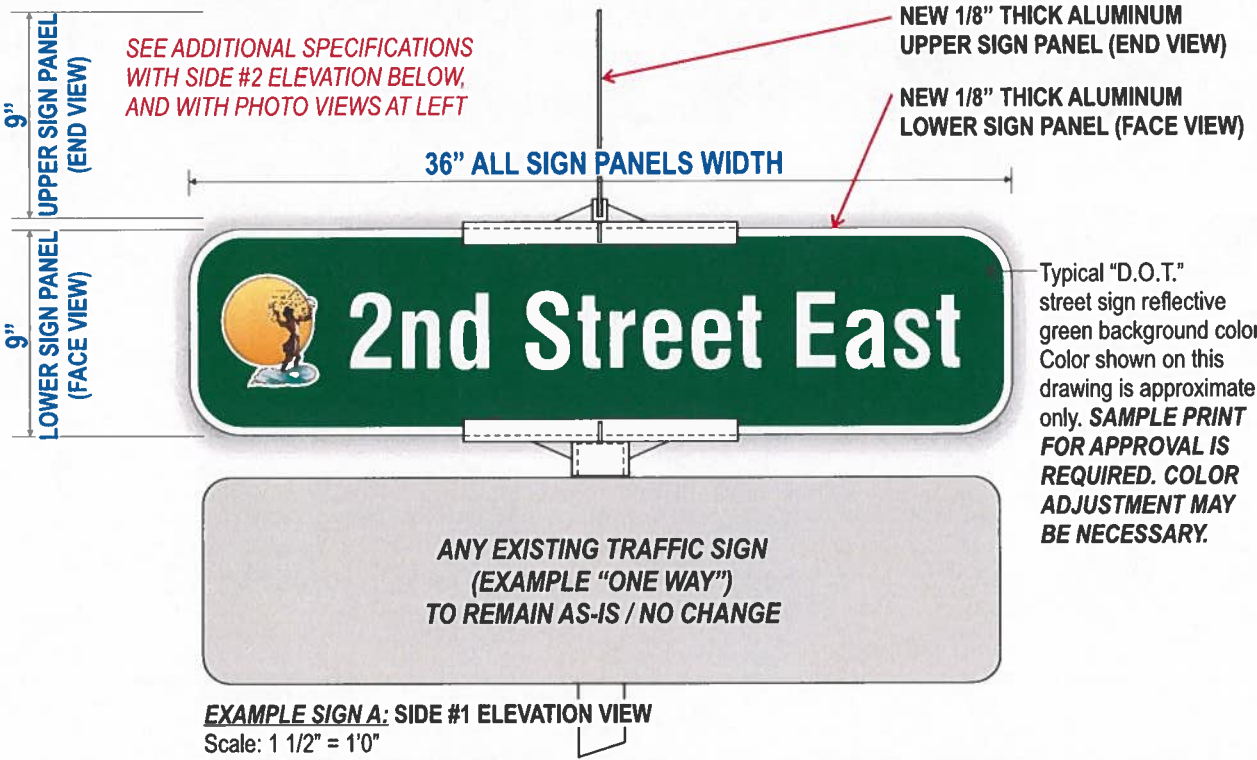
SEE ALL NOTES ABOVE AND WITH NEW SIGN VIEWS AT RIGHT FOR ADDITIONAL INFORMATION.

**QUANTITY OF SIGNS AND COPY FOR ALL SIGNS ARE TO BE DETERMINED.**

**EXAMPLE SIGN AND COPY ONLY ARE SHOWN ON THIS DRAWING.**

**SIGN A / OPTION 3**

Digitally-printed/laminated graphics on white reflective vinyl, applied to aluminum panels.



Project: Indian Shores

Address:

Dwg#: 23-00000-3 R1

Date: 6-20-23

By: si

File: Indian Shores street signs

Scale: as noted

Rep: rdp

Rev. date / notes

R1: 1-4-24 Show three options, all at different size(s) than previously shown (smaller), and 2 w/standard reflective green/blue color b/gs as per rdp's instructions. (si) See "...old" for pre-revision #1 drawing.

CLIENT APPROVAL:

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APPROVED ☐

APPROVED AS NOTED ☐

SIGNATURE

DATE

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CITY OF \_\_\_\_\_, FLORIDA

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY \_\_\_\_\_ OF THE CITY OF \_\_\_\_\_, FLORIDA, AUTHORIZING PARTICIPATION IN A LAWSUIT SEEKING A DECLARATION THAT THE PROVISIONS OF SECTION 112.144(1)(d), FLORIDA STATUTES, THAT REQUIRE MUNICIPAL ELECTED OFFICIALS TO FILE FORM 6 FINANCIAL DISCLOSURE FORMS IS UNCONSTITUTIONAL AND INVALID, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, since 1976, Article II, Section 8 of the Florida Constitution has required that all elected State constitutional officers file a full and public disclosure of their financial interests, which is done through a state-adopted form ("Form 6") that requires, among other things, the disclosure of the specific amounts of an official's net worth, income and asset values; and

**WHEREAS**, historically, municipal elected officials have been required to make a more limited financial disclosure that is done through a different state-adopted form ("Form 1") that requires, among other things, the disclosure of information related to sources of income, real property, intangible personal property liabilities and interests in specified businesses, but does not include the specific amounts of an official's net worth, income and asset values; and

**WHEREAS**, the Mayor and all current elected members of the City \_\_\_\_\_ (the "City Elected Officials") were elected by the voters of the City subject to and in reliance upon Florida law that required the Mayor and \_\_\_\_\_ Members to annually file Form 1 (not Form 6) financial disclosures forms; and

**WHEREAS**, although the State Legislature has the power in the Florida Constitution to require that additional public officers file a full and public disclosure of their financial interests, it must do so consistent with other constitutional limitations; and

**WHEREAS**, in 1980, the voters of Florida amended the Florida Constitution by adopting Article 1, Section 23, the “Right to Privacy,” which states that “[e]very natural person has the right to be let alone and free from governmental intrusion into the person’s private life except as otherwise provided herein”; and

**WHEREAS**, because the right of privacy is a fundamental right within Florida’s constitution, the Florida Supreme Court has consistently required that any law intruding on the right is presumptively unconstitutional and must be justified by a “compelling state interest” which the law serves or protects through the “least restrictive means;” and

**WHEREAS**, the First Amendment to the United States Constitution, and Article 1, Section 4 of the Florida Constitution, protects the freedom of speech, which includes the right to choose what to say and what not to say, any impairment of which must be justified by a “compelling state interest” which the law serves or protects through the “least restrictive means;” and

**WHEREAS**, during the 2023 legislative session, Senate Bill 774 was passed and codified at Law of Florida 2023-09, amending Fla. Stat. § 112.3144, to change the financial disclosure requirements and now require that all elected municipal mayors and elected members of the governing board file a Form 6 financial disclosure, which is substantially more burdensome and personally intrusive than the Form 1; and

**WHEREAS**, the imposition of the Form 6 disclosure requirements at the municipal level (a) represents an unwarranted intrusion into the privacy rights of municipal elected

officials, most of which receive little or no compensation for their service, (b) unnecessarily risks the safety of such officials (making them targets of, among other things, burglary, identity theft and extortion), and (c) will deter many otherwise qualified and interested citizens from running for office; and

**WHEREAS**, in fact, many municipal officials resigned from office prior to December 31, 2023, as a result of the new disclosure requirements, disrupting the ability of some local governments to operate for lack of a quorum; and

**WHEREAS**, the imposition of the intrusive Form 6 disclosure requirements at the municipal level is not the least restrictive means of serving the governmental interests of preventing abuse of the public trust, as demonstrated by, among other things, the lack of such requirements at the municipal level in other states and at the federal level (even the President of the United States and members of the U.S. Congress are not required to make such extensive disclosures); and

**WHEREAS**, requiring that unpaid (or low paid) municipal elected officials disclose their precise net worth, income and assets does not serve (let alone constitute the least restrictive means of serving) any compelling interest – Form 1 disclosures constitutes sufficient transparency to inform the public of potential conflicts; and

**WHEREAS**, the imposition of new financial disclosure requirements upon municipal elected officials who were elected without such requirements violates due process, is fundamentally unfair and violates fundamental constitutional rights; and

**WHEREAS**, the City desires to participate in a lawsuit seeking a declaration that the provisions of Section 112.3144(1)(d), Florida Statutes, that require municipal elected

officials to file Form 6 financial disclosure forms are unconstitutional and invalid and should be enjoined (the "Lawsuit"); and

**WHEREAS**, the City \_\_\_\_\_ believes it is in the best interest of the citizens and residents of the City to participate in the Lawsuit and urges other municipalities and their elected officials to also participate as plaintiffs.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF \_\_\_\_\_, FLORIDA AS FOLLOWS:**

**Section 1:** That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

**Section 2:** The City \_\_\_\_\_ hereby authorizes the participation of the City, and any of individual Members of the \_\_\_\_\_ who choose to participate as plaintiffs, in a lawsuit seeking declaratory, injunctive and other appropriate relief challenging the provisions of Section 112.3144(1)(d), Florida Statutes, that require municipal elected officials to file Form 6 financial disclosure forms, based upon any appropriate legal theories, including those set forth above, subject to the participation of at least ten municipalities.

**Section 3:** Weiss Serota Helfman Cole + Bierman, PL (the "Firm") is hereby retained to represent the City in this litigation. The Firm will charge the City a flat fee, inclusive of attorneys' fees and costs, of \$10,000 to represent the City and the individual elected officials who choose to participate as plaintiffs, for the litigation in the trial court. The City and elected officials recognize that such flat fee may be less than the actual attorneys' fees and costs incurred, and that if the City and elected officials prevail in the Lawsuit, the Firm may apply with the Court for its actual reasonable attorneys' and costs

from the defendants. The filing of any appeals will be authorized by separate resolution under the terms thereof. The City and its elected officials also acknowledges that the Firm will be representing other local governments and officials in this lawsuit and waives any conflicts related to such representation. [ONLY FOR CITIES WHERE WSH DOES NOT SERVE AS CITY ATTORNEY: The City further acknowledges that, from time to time, the Firm may be called upon by client to represent them as to requests for various approvals and as to other matters with respect to or involving the City. The City hereby waives any potential conflict of interest in the Firm's representation of those clients arising from its representation of the City in the Lawsuit.]

**Section 4:** The City \_\_\_\_\_ invites and urges other local governments and elected officials to join the City as plaintiffs in the Lawsuit and to coordinate their efforts with the City.

**Section 5:** The City Clerk is directed to distribute this Resolution to all local governments in \_\_\_\_\_ County.

**Section 6:** That the appropriate City Officials are hereby authorized to do all things necessary and expedient to carry out the aims of this Resolution.

**Section 7:** That this Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_

City Clerk

Approved as to form:

---

City Attorney