

# 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 MEETING AGENDA TUESDAY, JANUARY 9, 2024, BEGINS AT 5:00 P.M. INDIAN SHORES MUNICIPAL CENTER, 4<sup>TH</sup> FLOOR

#### PLEDGE OF ALLEGIANCE TO THE FLAG

#### ITEM # AGENDA ITEM

- 1.0 Appointment of prospective Council Member to serve the remaining term of retired Council Member Bill Smith, which concludes in March 2025, followed by administration of Oath of Office.
- 2.0 Consideration of approving the January 9, 2024, Town Council Meeting agenda.
- 3.0 Comments from the public on any agenda item.
- 4.0 Consideration of approving the "CONSENT AGENDA" as follows:
  - A. RECURRING EXPENSES: for December 2023. (Ref. pgs.: 1-4)
  - B. AGREEMENTS/CONTRACTS:
    1. DR-4734 – Hurricane Idalia Federally Funded Subaward and Grant Agreement. (Ref. pgs.: 5-17)
    2. AFA Protective Systems, Inc. Monitoring Contract. (Ref. pgs.: 18-21)
    3. Kron & West HVAC 3-Year Maintenance Agreement. (Ref. pg.: 22)

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

**Patrick C. Soranno**  
Mayor

**Bonnie Dhonau**  
Town Administrator

**Diantha Schear**  
Vice Mayor

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

**Ellen A. Bauer**  
Councilor

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

**Michael (Mike) Petruccelli**  
Councilor

**Freddie G. Lozano**  
Town Clerk

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

**Regina Kardash, Esq.**  
Town Attorney

5.0 **PUBLIC HEARING: First Reading of Ordinance No. 2024-01**

**AN ORDINANCE OF THE TOWN OF INDIAN SHORES, FLORIDA, CREATING A SHARK FISHING ORDINANCE AMENDING CHAPTER 14 – ANIMALS – AND AMENDING ARTICLE I, SECTION 14-3, "SHARK FISHING"; TO PROHIBIT SHORE-BASED SHARK FISHING IN THE JURISDICTIONAL WATERS OF THE TOWN; INCORPORATING FINDINGS; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (Ref. pgs.: 23-26)**

6.0 **PUBLIC HEARING: Resolution No. 01-2024**

**A RESOLUTION OF THE TOWN OF INDIAN SHORES, FLORIDA, DECLARING MICHAEL HOWARD TO HAVE BEEN ELECTED COUNCIL MEMBER OF INDIAN SHORES, FLORIDA, FOR A TWO-YEAR TERM, AS A RESULT OF BEING UNOPPOSED FOR THE RESPECTIVE POSITION FOR THE MARCH 19, 2024 MUNICIPAL ELECTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (Ref. pgs.: 27-28)**

7.0 Correspondence. None.

8.0 Report from the Town Attorney.

9.0 Report from the Fire Chief.

10.0 Report from the Fire Commissioner.

11.0 Report from the Police Chief.

- Recognition of 2023 Charity Toy Drive

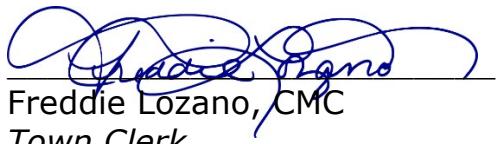
12.0 Presentation of the FY2021-2022 Annual Library Report by Library Board President, Alice Lawrence. (Ref. pg.: 29)

13.0 Consideration of hiring method of Interim Town Administrator through contracted services or direct hire.

14.0 Consideration of prospective candidate to fill the Interim Town Administrator position.

15.0 Consideration of draft Town Administrator Employee Agreement. (Ref. pgs.: 30-37)

- 16.0 Consideration of proposed Town street wayfinding signs from SignStar. (Ref. pgs.: 38-41)
- 17.0 Report from the Building Official for December 2023. (Ref. pgs.: 42-43)
- 18.0 Report from the Town Administrator.
  - MEMORANDUM: Disposition of Town Administrator Emails and Voicemails. (Ref. pgs.: 44-45)
  - Town Administrator's Retirement Executive Summary. Ref. pgs.: 46-55)
  - Master Reporting Planning Obligations. (Ref. pgs.: 56-57)
  - 15-Year Plan. (Ref. pgs.: 58-59)
- 19.0 Consideration of approving the Financial Statement for the period ending November 2023. (Ref. pgs.: 60-63)
- 20.0 Citizens' comments on any subject.
- 21.0 Council members' comments on any subject.
- 22.0 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*



## Recurring Expenditures & Aprvd Projects-Res 7-2008

Town of Indian Shores

By Check Number

Date Range: 12/01/2023 - 12/31/2023

Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
<b>Bank Code: AP BANK-AP BANK</b>							
1353 <u>INV0001242</u>	PUBLIC RISK MANAGEMENT OF FL Invoice	12/07/2023	12/07/2023 December insurance premiums	EFT	0.00 0.00	25,382.96 25,382.96	236
1058 <u>INV7206110</u>	ALPHA CARD Invoice	12/14/2023	12/15/2023 Zebra printer kit	EFT	0.00 0.00	1,220.00 1,220.00	240
1378 <u>122376</u>	SAFEUILT FLORIDA, LLC Invoice	12/14/2023	12/15/2023 Building Official Services	EFT	0.00 0.00	15,288.00 15,288.00	242
1337 <u>314014776</u> <u>314102044</u> <u>314163552</u>	TRANE U.S. INC Invoice Invoice Invoice	12/14/2023 12/14/2023 12/14/2023	12/15/2023 monthly maintenance contract monthly maintenance contract monthly maintenance contract	EFT	0.00 0.00 0.00	3,439.23 1,146.41 1,146.41 1,146.41	243
1355 <u>93711932</u>	WEX BANK Invoice	12/14/2023	12/15/2023 fuel charges	EFT	0.00 0.00	3,984.27 3,984.27	244
1465 <u>28476861</u> <u>28480586</u>	PEOPLEREADY INC. Invoice Invoice	12/27/2023 12/27/2023	12/27/2023 temp worker 12/18/23-12/24/23 temp worker 12/11/23-12/17-23	EFT	0.00 0.00 0.00	1,048.08 524.04 524.04	250
1363 <u>4499</u>	PERSONN COHEN & MOONEY, P.A. Invoice	12/27/2023	12/27/2023 Legal fees	EFT	0.00 0.00	8,000.00 8,000.00	251
1321 <u>COM#65749-1-01..</u>	PREFERRED GOVERNMENTAL INSURANCE TRUS Invoice	12/27/2023	12/27/2023 WC FY2324 Qtr 2 pmt	EFT	0.00 0.00	12,090.75 12,090.75	252
1404 <u>INV0001236</u>	US BANK ST. LOUIS IT & C LOCKBOX Invoice	12/07/2023	12/07/2023 CH185 Contributions	Regular	0.00 0.00	4,805.52 4,805.52	48356
1686 <u>6943</u>	American Roofing & Sheet Metal Invoice	12/07/2023	12/07/2023 Inspection of Muni Center roof	Regular	0.00 0.00	1,000.00 1,000.00	48358
1452 <u>57455</u>	SIGNSTAR Invoice	12/07/2023	12/07/2023 Deposit for 3 beach signs	Regular	0.00 0.00	2,003.04 2,003.04	48362
1312 <u>620977</u>	THE BANCORP BANK, NA Invoice	12/07/2023	12/07/2023 Lease payment cars #35,36, & 38	Regular	0.00 0.00	23,887.86 23,887.86	48364
1334 <u>71783</u> <u>71928</u> <u>71929</u> <u>71931</u>	DOUDNA'S SEMINOLE MOWERS Invoice Invoice Invoice Invoice	12/14/2023 12/14/2023 12/14/2023 12/14/2023	12/15/2023 PS-lopper,reachershears,pressure washer PS-spark plug,fuel line,fuel treatment PS-mower PS- oil , filter	Regular	0.00 0.00 0.00 0.00	7,347.61 309.96 104.99 6,899.98 32.68	48372
1603 <u>19484</u>	ESCOT BUS LINES LLC Invoice	12/14/2023	12/15/2023 Motorcoach to Starlight Cruise-Christmas ...	Regular	0.00 0.00	1,050.00 1,050.00	48373
1377 <u>60353225002305..</u>	HOME DEPOT Invoice	12/14/2023	12/15/2023 PS-supplies purchases	Regular	0.00 0.00	1,074.51 1,074.51	48374
1138 <u>15099</u> <u>15127</u>	PINELLAS COUNTY SUPERVISOR OF ELECTIONS Invoice Invoice	12/14/2023 12/14/2023	12/15/2023 2024 Election ballot publication 2024 Election-signature card verification	Regular	0.00 0.00 0.00	1,366.80 1,349.00 17.80	48377
1376 <u>3250December2...</u>	SAM'S CLUB/SYNCHRONY BANK Invoice	12/14/2023	12/15/2023 supplies purchases	Regular	0.00 0.00	1,561.50 1,561.50	48379

## Recurring Expenditures &amp; Aprvd Projects-Res 7-2008

Date Range: 12/01/2023 - 12/31/2023

Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount	Payment Amount	Number
					Discount Amount	Payable Amount	
1452 <u>57564</u>	SIGNSTAR Invoice	12/14/2023	12/15/2023 Deposit-New IS logos for PS vehicles	Regular	0.00	1,795.50	48382
1356 <u>3642November2...</u>	TRUIST BANK Invoice	12/14/2023	12/15/2023 10/21/23-11/20/23 purchases	Regular	0.00	4,510.49	48386
1404 <u>INV0001251</u>	US BANK ST. LOUIS IT & C LOCKBOX Invoice	12/21/2023	12/19/2023 CH185 Contributions	Regular	0.00	3,830.18	48392
1616 <u>99005964723 De...</u>	LOWES Invoice	12/20/2023	12/20/2023 PS-beach trash enclosures supplies	Regular	0.00	1,662.84	48395
1350 <u>INV0001256</u>	PC UTILITIES-WATER Invoice	12/20/2023	12/20/2023 Water/Recalimed water utility accounts	Regular	0.00	2,849.01	48396
1691 <u>T30620</u>	Smith Fence Invoice	12/20/2023	12/20/2023 public beach access closure-PC dune proj...	Regular	0.00	2,926.40	48399
1391 <u>9951329231</u>	VERIZON WIRELESS Invoice	12/20/2023	12/20/2023 Device & Cellular charges	Regular	0.00	2,231.36	48401
1661 <u>INV0001262</u>	Brandon Ford Invoice	12/27/2023	12/27/2023 2023 F-150-Building Official vehicle	Regular	0.00	43,091.45	48402
1131 <u>INV0001260</u>	CLOTHES TO KIDS Invoice	12/27/2023	12/27/2023 Charity donation	Regular	0.00	3,500.00	48403
1412 <u>INV0001258</u>	DIVINE CHARITIES Invoice	12/27/2023	12/27/2023 Charity donation	Regular	0.00	1,351.00	48404
1397 <u>INV0001263</u>	DUKE ENERGY Invoice	12/27/2023	12/27/2023 Electric utility accounts	Regular	0.00	12,742.06	48405
1666 <u>12060</u>	Johnson Jackson PLLC Invoice	12/27/2023	12/27/2023 Employment legal fees	Regular	0.00	2,596.36	48406
1414 <u>INV0001259</u>	READY FOR LIFE, INC Invoice	12/27/2023	12/27/2023 Charity donation	Regular	0.00	3,500.00	48408
1413 <u>INV0001257</u>	SUNCOAST VOICES FOR CHILDREN Invoice	12/27/2023	12/27/2023 Charity donation	Regular	0.00	3,500.00	48410
1471 <u>3174</u>	Trask Daigneault, LLP Invoice	12/27/2023	12/27/2023 Code Enforcement Special Magistrate	Regular	0.00	1,169.57	48411
1033 <u>INV0001232</u>	MISSION SQUARE RETIREMENT TRUST -457 DEF Invoice	12/07/2023	12/07/2023 DEFERRED COMP W/H	Bank Draft	0.00	1,650.00	DFT0000560
1405 <u>INV0001233</u>	MISSION SQUARE RC-EZ LINK Town Invoice	12/07/2023	12/07/2023 401A W/H	Bank Draft	0.00	7,727.36	DFT0000561
1403 <u>INV0001238</u>	EFTPS ONLINE Invoice	12/07/2023	12/07/2023 Fed tax W/H	Bank Draft	0.00	11,667.78	DFT0000564
1403 <u>INV0001239</u>	EFTPS ONLINE Invoice	12/07/2023	12/07/2023 Social Security W/H	Bank Draft	0.00	11,092.62	DFT0000565
1403 <u>INV0001240</u>	EFTPS ONLINE Invoice	12/07/2023	12/07/2023 Medicare W/H	Bank Draft	0.00	2,594.24	DFT0000566
1033 <u>INV0001248</u>	MISSION SQUARE RETIREMENT TRUST -457 DEF Invoice	12/21/2023	12/21/2023 DEFERRED COMP W/H	Bank Draft	0.00	1,650.00	DFT0000567
1405 <u>INV0001249</u>	MISSION SQUARE RC-EZ LINK Town Invoice	12/21/2023	12/21/2023 401A W/H	Bank Draft	0.00	7,694.75	DFT0000568
1403	EFTPS ONLINE		12/21/2023	Bank Draft	0.00	9,676.89	DFT0000570

## Recurring Expenditures &amp; Aprvd Projects-Res 7-2008

Date Range: 12/01/2023 - 12/31/2023

Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount	Payment Amount	Number Payable Amount
					Discount Amount	Payable Amount	
	<u>INV0001253</u>	Invoice	12/21/2023	Fed tax W/H	0.00	9,676.89	
1403	EFTPS ONLINE		12/21/2023	12/21/2023 Bank Draft	0.00	9,546.60	DFT0000571
	<u>INV0001254</u>	Invoice	12/21/2023	Social Security W/H	0.00	9,546.60	
1403	EFTPS ONLINE		12/21/2023	12/21/2023 Bank Draft	0.00	2,232.66	DFT0000572
	<u>INV0001255</u>	Invoice	12/21/2023	Medicare W/H	0.00	2,232.66	

## Bank Code AP BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	28	24	0.00	135,353.06
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	10	10	0.00	65,532.90
EFT's	11	8	0.00	70,453.29
	49	42	0.00	271,339.25

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	28	24	0.00	135,353.06
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	10	10	0.00	65,532.90
EFT's	11	8	0.00	70,453.29
	<b>49</b>	<b>42</b>	<b>0.00</b>	<b>271,339.25</b>

### Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	12/2023	271,339.25
			<b>271,339.25</b>

## FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for DR - 4734 - Hurricane Idalia

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

Subrecipient's name:	<u>Indian Shores, Town of</u>
Subrecipient's unique entity identifier:	<u>EQQ4H8GDG3L7</u>
Federal Award Date:	<u>09/01/2023</u>
Subaward Period of Performance Start and End Date (Cat A-B):	<u>08/31/2023 - 2/29/2024</u>
Subaward Period of Performance Start and End Date (Cat C-G):	<u>08/31/2023 - 2/28/2025</u>
Amount of Federal Funds Obligated by this Agreement:	<u>N/A</u>
Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity to include this Agreement:	<u>_____</u>
Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity:	<u>_____</u>
Federal award project description (see Federal Funding Accountability and Transparency Act (FFATA):	<u>Grant for communities to respond to and recover from major disasters or emergencies and for limited mitigation measures.</u>
Name of Federal awarding agency:	<u>Department of Homeland Security (DHS)</u> <u>Federal Emergency Management Agency</u> <u>(FEMA)</u>
Name of pass-through entity:	<u>Florida Division of Emergency</u> <u>Management (FDEM)</u>
Contact information for the pass-through entity:	<u>2555 Shumard Oak Blvd.</u> <u>Tallahassee, FL 32399-2100</u>
Assistance Listing Number (Formerly CFDA Number):	<u>97.036</u>
Assistance Listing Program Title (Formerly CFDA program Title):	<u>Disaster Grants - Public Assistance (Presidentially Declared Disasters)</u>

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Indian Shores, Town of (hereinafter referred to as the "Subrecipient").

## THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;
- B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;

C. This Agreement establishes the relationship between the Division and the Subrecipient to allow the Division to pay grant funds to the Subrecipient.

THEREFORE, the Division and the Subrecipient agree to the following:

**(1) APPLICATION OF STATE LAW TO THIS AGREEMENT**

2 CFR § 200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

**(2) LAWS, RULES, REGULATIONS AND POLICIES**

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied.

**(3) CONTACT**

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Subrecipient performance; and
- ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Name	<u>Mr. Stephane Malet</u>
Title	<u>Grant Program Manager</u>
Bureau of	<u>Recovery</u>
Address:	<u>Florida Division of Emergency Management</u> <u>2555 Shumard Oak Blvd.</u> <u>Tallahassee, FL 32399-2100</u>
Telephone:	<u>(850) 815-4469</u>
Email:	<u>Stephane.Malet@em.myflorida.com</u>

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name:	<u>Susan Scrogham</u>
Address:	<u>19305 Gulf Boulevard</u> <u>Indian Shores, FL 33785</u>

Telephone: 727-474-7779  
Email: sscrogham@myindianshores.com

- d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.
- e. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Division's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

**(4) TERMS AND CONDITIONS**

This Agreement contains all the terms and conditions agreed upon by the parties.

**(5) EXECUTION**

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

**(6) MODIFICATION**

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

**(7) SCOPE OF WORK**

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

**(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE**

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

**(9) FUNDING**

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4734 - Hurricane Idalia Payments to Subrecipients are contingent upon the granting of budget authority to the Division.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not**

apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

**(10) PAYMENT**

a. The payment method used by the Division is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.

b. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

**(11) REPAYMENTS**

a. Refunds or repayments of obligated funds may be paid to the Division through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Division to off-set against other obligated projects where deemed appropriate. In accordance with Chapter 255, Florida Statutes, the Subrecipient has 30 days to repay the funds from the issuance of the invoice from the Division. The Division may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management  
Cashier  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

**(12) RECORDS**

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient

to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

**(13) AUDITS**

- a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.
- b. As required by 2 CFR § 200.337(a), "The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Division], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient's] personnel for the purpose of interview and discussion related to such documents." The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).
- c. As required by 2 CFR § 200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.

**(14) REPORTS**

- a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Division with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

	<b>Reporting Time Period</b>	<b>Subrecipient Report Submittal Deadline</b>
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

- b. The Subrecipient agrees to submit quarterly reports to the Division no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the closeout of each project in the Division's Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

- c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by the Division or the Federal awarding agency.

**(15) MONITORING**

a. The Division shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203, that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Division as authorized by 2 CFR § 200.332(a)(2).

**(16) LIABILITY**

a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

**(17) TERMINATION**

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Division and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

**(18) PROCUREMENT**

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR §§ 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/grants/procurement>.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal

funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

**(19) ATTACHMENTS**

a. All attachments to this Agreement are incorporated as if set out fully.  
b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

- i. Attachment A – Certification Regarding Debarment
- ii. Attachment B – Systems Access Form
- iii. Attachment C – Certification Regarding Lobbying

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUBRECIPIENT: Indian Shores, Town of

By:

John Doe

Name: \_\_\_\_\_

Patrick C. Soranno

Title:

Mayor

Date:

12-13-2023

**STATE OF FLORIDA**  
**DIVISION OF EMERGENCY MANAGEMENT**

By:

---

Governor's Authorized Representative

Date:

Attachment A

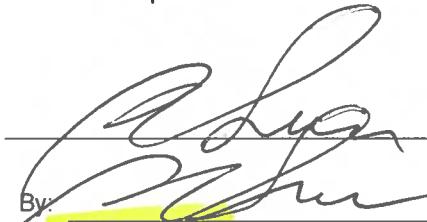
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
and VOLUNTARY EXCLUSION**

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
  - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

  
By: \_\_\_\_\_  
Signature \_\_\_\_\_

Patrick C. Soranno, Mayor

Name and Title

19305 Gulf Boulevard

Street Address

Indian Shores, FL, 33785

City, State, Zip

Date

12-13-2023

Indian Shores, Town of

Subrecipient's Name

Z4114

DEM Contract Number

## Attachment B

### SYSTEMS ACCESS

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

#### Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to [RPA.Help@em.myflorida.com](mailto:RPA.Help@em.myflorida.com).

The form is divided into twelve blocks; each block must be completed where appropriate.

**Block 1: "Authorized Agent"** – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

**Block 2: "Primary Contact"** – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

**Block 3: "Alternate Contact"** – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

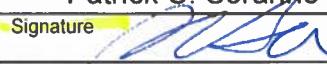
**Block 4, 5, and 6: "Other"** (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

**Block 7 – 12: "Other" (Read Only Access)** – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

**Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

**SYSTEMS ACCESS FORM (CONTACTS)**  
**FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM**  
**FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

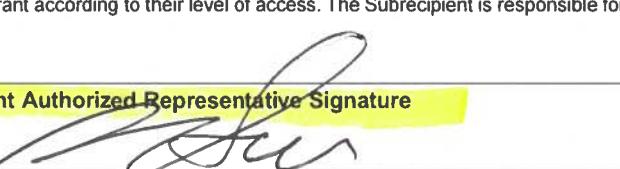
**Subrecipient: Indian Shores, Town of**

<b>Box 1: Authorized Agent (Full Access)</b>		<b>Box 2: Primary Contact (Full Access)</b>	
Name <b>Patrick C. Soranno</b>	Signature 	Name <b>Susan Scroham</b>	Signature 
Organization / Official Position <b>Mayor</b>		Organization / Official Position <b>Dir of Finance</b>	
Mailing Address <b>19305 Gulf Boulevard</b>		Mailing Address <b>19305 Gulf Boulevard</b>	
City, State, Zip <b>Indian Shores, FL 33785</b>		City, State, Zip <b>Indian Shores, FL 33785</b>	
Daytime Telephone <b>727-474-7772</b>		Daytime Telephone <b>727-474-7779</b>	
E-mail Address <b>psoranno@myindianshores.com</b>		E-mail Address <b>sscroham@myindianshores.com</b>	
<b>Box 3: Alternate Contact (Full Access)</b>		<b>Box 4: Other-Finance/Point of Contact (Full Access)</b>	
Name <b>Bonnie Dhonau</b>	Signature 	Name <b>Angela Tillia</b>	Signature 
Organization / Official Position <b>Town Administrator</b>		Organization / Official Position <b>Accounting Specialist</b>	
Mailing Address <b>19305 Gulf Boulevard</b>		Mailing Address <b>19305 Gulf Boulevard</b>	
City, State, Zip <b>Indian Shores, FL 33785</b>		City, State, Zip <b>Indian Shores, FL 33785</b>	
Daytime Telephone <b>727-474-7777</b>		Daytime Telephone <b>727-474-7707</b>	
E-mail Address <b>bthonau@myindianshores.com</b>		E-mail Address <b>atillia@myindianshores.com</b>	
<b>Box 5: Other-Risk Mgmt-Insurance (Full Access)</b>		<b>Box 6: Other-Environmental-Historic (Full Access)</b>	
Name		Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	

The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.

**Subrecipient Authorized Representative Signature**

Date

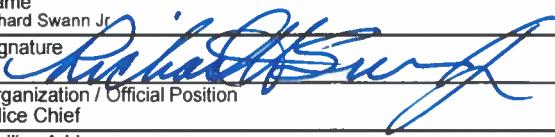
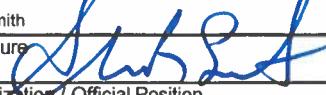
  
**12-13-2023**

**SYSTEMS ACCESS FORM (CONTACTS)**  
**FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM**  
**FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

**Subrecipient: Indian Shores, Town of**

**Date:**

<b>Box 7: Other (Read Only Access)</b>	<b>Box 8: Other (Read Only Access)</b>
--	--

Name Richard Swann Jr.	Name Glen Smith
Signature 	Signature 
Organization / Official Position Police Chief	Organization / Official Position Police Major
Mailing Address 19305 Gulf Boulevard	Mailing Address 19305 Gulf Boulevard
City, State, Zip Indian Shores, FL 33785	City, State, Zip Indian Shores, FL 33785
Daytime Telephone 727-595-5414	Daytime Telephone 727-595-5414
E-mail Address rswann@myindianshores.com	E-mail Address gsmith@myindianshores.com

<b>Box 9: Other (Read Only Access)</b>	<b>Box 10: Other (Read Only Access)</b>
--	---

Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

<b>Box 11: Other (Read Only Access)</b>	<b>Box 12: Other (Read Only Access)</b>
---	---

Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

Subrecipient's Fiscal Year (FY) Start: Month: <u>October</u> Day: <u>1</u>
Subrecipient's Federal Employer's Identification Number (EIN) 59-6033975
Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management
Subrecipient's FIPS Number (If Known) 103-33675-00

**Attachment C**  
**Certification Regarding Lobbying**

**APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING**

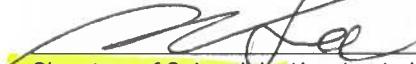
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient or contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

  
\_\_\_\_\_  
Signature of Subrecipient/contractor's Authorized Official

Patrick C. Soranno, Mayor

\_\_\_\_\_  
Name and Title of Subrecipient/contractor's Authorized Official

  
\_\_\_\_\_  
Date



YOUR FIRE AND SECURITY SOLUTION

## AFA PROTECTIVE SYSTEMS, INC. MONITORING CONTRACT

EF# 200001032

CONTRACT NO. E47000-1

AGREEMENT made this 5th day of December 2023 by and between AFA PROTECTIVE SYSTEMS, INC. hereinafter called "Contractor", and Town of Indian Shores hereinafter called "Subscriber". WITNESSETH; that for the considerations and covenants herein specified, the parties hereto do, for themselves, their successors and assigns, mutually covenant and agree as follows:

1. Contractor agrees to provide monitoring service during the term of this Agreement, for Subscriber, at Municipal Bldg 19305 Gulf Blvd, Indian Shores, FL 33785 of Subscriber's Alarm System, as specified in the Schedule of Protection, Paragraph No. 6, it being understood and agreed that any transmission equipment installed by Contractor in order to provide said monitoring service, including all devices, instruments and appliances, and all connections, wires, conduits and other materials associated therewith, is and shall be and remain personal property owned solely by Contractor.

2. Subscriber agrees to pay Contractor, its agents or assigns, upon connection of said monitoring service, the sum of Six Hundred 00/100 Dollars Dollars (\$ 600.00) and to pay in addition the sum of Four Hundred Eighty 00/100 Dollars Dollars (\$ 480.00) per Annum, billed Monthly

in advance for a period of five years from the date service is operative under this Agreement, and in advance thereafter unless this contract is terminated at the end of the fifth contract year, or until terminated at the end of any subsequent contract year, by written notice of such termination given by either party at least thirty days prior to the end of such year. Contractor shall have the right to increase the annual service charge provided for herein at any time after the expiration of one year to cover increases in costs, except those otherwise provided for in paragraph 3 herein, of furnishing the service provided for under this Agreement. Contractor's representative will, upon request, review the items of increased costs with the Subscriber. Service under this agreement shall be operative on the date said monitoring service commences or on whichever is later.

2A. Subscriber Option: If during the term of this Agreement any change of transmission equipment or method becomes necessary due to governmental, regulatory, or network provider action, Contractor shall make the necessary change at no additional charge to Subscriber. In exchange, Subscriber agrees to pay Contractor an additional sum of \$10 per month. \_\_\_\_\_ (Subscriber's initials for acceptance)

3. Any tax applicable to, based upon, or measured by the receipts from or amount paid for service rendered by Contractor hereunder, and payable by Subscriber, shall be paid by Subscriber in addition to the respective amounts otherwise payable by Subscriber as herein provided. Subscriber agrees to pay, in addition to any other sums herein provided to be paid all taxes, false alarms fees and other fees and charges imposed by any governmental authority, such as the Fire and/or Police Department, relating to the installation, service and/or transmission of alarm signals and/or images of said signaling system and to pay any charges to Contractor by the public entity providing wire connections for the transmission of signals or images.

4. **IT IS UNDERSTOOD THAT NEITHER THE CONTRACTOR NOR ANY THIRD PARTY DESIGNATED BY THE CONTRACTOR WHICH PROVIDES SERVICE TO THE SUBSCRIBER IS AN INSURER, THAT INSURANCE, IF ANY, SHALL BE OBTAINED BY THE SUBSCRIBER AND THAT THE AMOUNTS PAYABLE TO THE CONTRACTOR HEREUNDER ARE BASED UPON THE VALUE OF THE SERVICES AND THE SCOPE OF LIABILITY AS HEREIN SET FORTH AND ARE UNRELATED TO THE VALUE OF THE SUBSCRIBER'S PROPERTY OR THE PROPERTY OF OTHERS LOCATED IN SUBSCRIBER'S PREMISES. CONTRACTOR MAKES NO GUARANTEE OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, THAT THE SYSTEM OR SERVICES SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT. THE SUBSCRIBER DOES NOT DESIRE THIS CONTRACT TO PROVIDE FOR FULL LIABILITY OF THE CONTRACTOR OR ANY SUCH THIRD PARTY AND AGREES THAT THE CONTRACTOR AND ANY SUCH THIRD PARTY SHALL BE EXEMPT FROM LIABILITY FOR LOSS OR DAMAGE DUE DIRECTLY OR INDIRECTLY TO OCCURRENCES, OR CONSEQUENCES THEREFROM, WHICH THE SERVICE IS DESIGNED TO DETECT OR AVERT; THAT IF THE CONTRACTOR OR ANY SUCH THIRD PARTY SHOULD BE FOUND LIABLE FOR LOSS OR DAMAGE DUE TO A FAILURE OF SERVICE IN ANY RESPECT, ITS LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO TEN PERCENT OF THE ANNUAL SERVICE CHARGE ATTRIBUTABLE TO EFFECTED PREMISES OR \$250, WHICHEVER IS GREATER, AND THAT THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY IF LOSS OR DAMAGE, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY THIS CONTRACT OR FROM NEGLIGENCE OF ANY DEGREE, ACTIVE OR OTHERWISE OF THE CONTRACTOR AND ANY SUCH THIRD PARTY AND THEIR AGENTS OR EMPLOYEES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST THE CONTRACTOR MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION. FURTHER, IF A CONNECTING COMPANY IS USING THE TRANSMISSION FACILITIES OF CONTRACTOR, THE CONNECTING COMPANY AGREES TO INCLUDE IN ALL OF ITS CONTRACTS WITH ITS SUBSCRIBERS WHO RECEIVE SERVICE THROUGH THE CONNECTION INVOLVED THEREIN, A CLAUSE PROTECTING CONTRACTOR FROM ANY LIABILITY, COST AND EXPENSE INCLUDING ATTORNEY'S FEES IN DEFENDING ANY CLAIM MADE AGAINST CONTRACTOR, BEYOND THAT SET FORTH IN THIS PARAGRAPH 4.**

### **SUBSCRIBER HAS READ AND AGREES TO THE TERMS AND CONDITIONS ON ALL PAGES OF THIS AGREEMENT**

This Agreement is not binding until approved by an Authorized Representative of AFA Protective Systems, Inc.

ACCEPTED:

AFA PROTECTIVE SYSTEMS, INC.

Town of Indian Shores

SUBSCRIBER NAME

BY: William Hough

SALES REPRESENTATIVE

PRINTED NAME OF AUTHORIZED PERSON

APPROVED:

AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

AFA Protective Systems, Inc., Monitoring Contract

Page 1 of 4

5. SUBSCRIBER IS HEREBY GIVEN AN ABSOLUTE AND UNEQUIVOCAL OPTION TO REQUIRE THE CONTRACTOR TO ASSUME LIABILITY BEYOND THAT INDICATED ABOVE. IF THE SUBSCRIBER EXERCISES SUCH OPTION, A RIDER TO THIS CONTRACT WILL BE ENTERED INTO AND SIGNED BY THE PARTIES HERETO PROVIDING FOR THE EXTENT OF CONTRACTOR'S ADDITIONAL LIABILITY IN CONSIDERATION FOR WHICH SUBSCRIBER AGREES TO PAY THE CONTRACTOR ADDITIONAL SERVICE CHARGES SPECIFIED IN THE RIDER WHICH SHALL BE CONSISTENT WITH CONTRACTOR'S ADDITIONAL COST OF OBTAINING LIABILITY INSURANCE COVERING THE FULL SCOPE OF LIABILITY REQUESTED BY SUBSCRIBER, IN WHICH EVENT THE DOLLAR AMOUNT IN CLAUSE NO. 4 ABOVE WILL BE NULL AND VOID, PROVIDED, HOWEVER, THAT SUCH ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD CONTRACTOR AS AN INSURER.

6. SCHEDULE OF PROTECTION.

Remote station monitoring of Subscriber owned fire alarm system using Digital Cellular for alarm signal transmission

Fire Alarm Monitoring  
\$600 fee is a one time charge for the cell communicator and installation labor.

7. Except as otherwise provided herein, in the event AFA alarm monitoring services is furnished under this Agreement, Contractor agrees to transmit to the municipal fire and/or police department all fire and/or burglar alarm signals or images received at its remote station from the system installed hereunder, unless it is the best judgement of Contractor that the causes of such signals shall be first investigated by telephoning or dispatching a representative to Subscriber's premises Contractor shall also make reasonable effort to similarly notify the Subscriber or Subscriber's designated representative.

8. The electric current and/or water necessary for said signaling system shall be furnished by Subscriber at Subscriber's expense. Subscriber acknowledges that transmission of signals and/or images to the Contractor may be via internet, radio or wire (telephone wire) and that alternative or additional protection can be installed at Subscriber's request and expense. Subscriber further acknowledges that signals and/or images which are transmitted by radio, digital cellular, wireless, internet, Voice over Internet Protocol (VoIP) or over telephone lines are wholly beyond the control of Contractor and are maintained and serviced by the telephone or utility company, and, therefore, Contractor shall not be liable or responsible for telephone line(s), wireless, internet, VoIP, radio, or digital cellular failure which prevents signals and/or images from reaching Contractor or the failure of anyone whom Contractor attempts to notify of an alarm condition to respond to Contractor's attempted telephonic communication. In the event Contractor utilizes a digital communicator to transmit signals and/or images, Subscriber shall furnish and maintain all necessary telephone lines and jacks for said communicator and advise Contractor of any changes in the Subscriber's telephone line number(s).

8A. In the event Subscriber elects to utilize Voice over Internet Protocol (VoIP) or Digital Subscriber Line (DSL) phone service (also known as Digital or Internet Phone service) for transmitting signals and/or images to Contractor's monitoring facility, Subscriber acknowledges there may be times when the Contractor will be unable to acquire or transmit alarm signals and/or images. Subscriber agrees to indemnify and hold harmless Contractor for any failures attributable to Subscribers use of VoIP and/or DSL phone lines for the transmission of alarm signals and/or images to Contractor.

8B. In the event Subscriber elects to utilize Internet Protocol (IP) for transmitting signals and/or images to Contractor's monitoring facility, Subscriber acknowledges there may be times when the Contractor will be unable to acquire or transmit alarm signals and/or images. Subscriber agrees to indemnify and hold harmless Contractor for any failures attributable to Subscriber's use of IP for the transmission of alarm signals and/or images to Contractor. In the event Contractor utilizes Internet Protocol (IP) to transmit signals and/or images, Subscriber shall furnish and maintain the necessary internet connection/router and back-up power supply for said signaling system and advise Contractor of any changes in the Subscriber's internet connection/router. Subscriber agrees to indemnify and hold harmless Contractor for any failures attributable to Subscribers use of VoIP and/or DSL phone lines for the transmission of alarm signals and/or images to Contractor. Subscriber acknowledges that signals which are transmitted by an internet connection/router are wholly beyond the control of Contractor and are maintained and serviced by an internet service provider/carrier, and therefore, Contractor shall not be liable or responsible for internet router (ISP) failure which prevents signals and/or images from reaching Contractor or the failure of anyone whom Contractor attempts to notify of an alarm condition to respond to Contractor's attempted telephonic communication. Additionally, the internet connection/router utilized by Subscriber must be specifically listed for the purpose of transmitting alarm signals and/or images and the router/modem should have batteries or standby power.

9. Subscriber must furnish Contractor with a written list of names and telephone numbers and email addresses of those persons Subscriber wishes Contractor to notify of alarm signals and Contractor, in performing its obligations under this Agreement, will rely on the information given by the Subscriber. Subscriber must furnish Contractor with a password for verifying potential alarm conditions. **It is the Subscriber's sole responsibility to insure that all phone numbers, fax numbers, and/or email addresses on file at Contractor are kept current.** All changes and revisions shall be supplied to Contractor in writing, and shall become effective only when actually received by Contractor. It is Subscriber's sole responsibility to keep current its notification list with Contractor.
10. Other than as specified in paragraph 1 hereof, Subscriber acknowledges that none of the equipment installed at Subscriber's premises is the property of Contractor, nor has Contractor approved or disapproved thereof, except for any equipment sold and installed by Contractor to Subscriber pursuant to any other agreement. Contractor has made no representation, warranties or agreements regarding the equipment, nor has Contractor participated in the design or installation of the alarm system or the alarm equipment. Contractor has no responsibility for the condition or operation of the alarm system or the alarm equipment and Contractor is not responsible for the maintenance, service or repair of said alarm system or equipment. Contractor shall not be liable or responsible for equipment failure which prevents signals and/or images from reaching Contractor. When Subscriber utilizes an IP signaling system or VoIP, Subscriber expressly understands it is Subscriber's sole responsibility to provide a battery back-up and necessary routers. In no way does Subscriber expect Contractor to be responsible for the battery backup or router associated with IP or VoIP.
11. In the event a Burglar Alarm system is being monitored hereunder, Subscriber shall carefully and properly set the alarm system each night or at such other times as the Subscriber shall close its premises. Subscriber shall carefully and properly test the alarm system prior to each close period and shall immediately report to Contractor any claimed inadequacy or failure of the system.
12. In the event VIDEO VERIFICATION SERVICE is provided hereunder, if the customer's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, the customer agrees to subscribe to such service if provided by the Company, or otherwise take the appropriate actions to comply with such requirements. Upon receipt of alarm signal, Contractor will review any video available to said signal and dispatch if warranted.
13. In the event VIDEO ANALYTICS SERVICE is provided hereunder, Subscriber agrees to make known to Contractor the form of response to give in the event of detection of alarm condition. Responses range from notification given to Subscriber based on Subscriber's Emergency Contact List, to notification of local authorities, or for Contractor to use a pre-recorded message created by Subscriber. Subscriber is also responsible for informing Contractor with exact specifications regarding setting alarm condition parameters. Subscribers shall test the system periodically in order for Contractor to determine any inadequacies or failure of the system. Subscriber shall ensure all video equipment remains in good view of any desired areas of protection. Subscriber agrees to refrain from creating or causing false alarms or unnecessary service calls and to pay to the Contractor a fee based upon Contractor's current costs for each Subscriber caused or created false alarm or unnecessary service call.
14. If Subscriber shall default in the making of any payment herein provided for or fails to comply with any of the other terms, conditions or covenants of this Agreement, Contractor may give Subscriber ten days written notice of intention to terminate this Agreement and thereupon at the expiration of said ten days (if such default continues) this Agreement shall terminate and Contractor may in all respects discontinue the service. Such notice shall be deemed to be sufficiently given if delivered to Subscriber personally, or sent by facsimile, email or certified mail postpaid and addressed to Subscriber at said premises; and the time of giving such notice shall be deemed the time when same is delivered or mailed as aforesaid. In the event of such termination and discontinuance of service Subscriber agrees to pay Contractor, in addition to the amount then accrued and due, a sum equal to seventy-five percent of the service charge pro-rated for the period from such termination to the next permissible termination date by Subscriber plus attorney's fees and/or collection charges not exceeding twenty five percent. Contractor reserves the right to charge Subscriber 1 1/2% per month on all invoices 30 days past due.
15. If, for any reason, including Contractor's equipment failure, Contractor is unable to provide its monitoring services, Contractor, in its sole discretion, shall be permitted to suspend its monitoring services at any time, and without notice to Subscriber. In the event Contractor, in its sole discretion, determines that it will not be able to resume its monitoring services within the next succeeding full business day, Contractor agrees to notify Subscriber and installer by telephone, fax, email and/or in writing that monitoring services have been suspended. There shall be no refund, offset or deduction in Contractor's monitoring fees for suspended service provided suspended service does not exceed ten (10) days. Contractor will make a pro rata refund or off-set to Subscriber for any period of suspension of services in excess of ten (10) days.
16. Upon termination of this Agreement it shall be the obligation of the Subscriber to disconnect the transmitting device which transmits the alarm signal and/or images to Contractor, and Subscriber shall allow Contractor to enter the premise during regular business hours and disconnect the transmitting device. Subscriber's failure or refusal to disconnect the transmitting device shall make Subscriber liable for all loss or damage Contractor may sustain including, but not limited to, Contractor's ability to assign to another user of Contractor's alarm monitoring service the number of designation theretofore assigned to Subscriber. Subscriber understands that disconnection has not been completed until proprietary codes are physically or electronically removed from equipment at Premise by Contractor and agrees that no other party shall be allowed to remove or alter said codes.
17. Contractor shall not be responsible for any fees, charges, or assessments imposed by any Government authority or other persons in conjunction with false alarms from any equipment located at Subscriber's premises.
18. Any removal by Subscriber of its alarm system from the premises set forth in this Agreement and any change or alteration in the monitoring system (except for replacement of its units thereof with identical units) without the written approval of Contractor shall terminate Contractor's liability to perform services hereunder.
19. Subscriber agrees to indemnify and hold Contractor harmless, including reasonable attorneys fees, from and against all claims, lawsuits and losses alleged to be caused by Contractor negligent performance or failure to perform under this Agreement.
20. The parties agree that there are no third party beneficiaries of this Agreement.

21. This Contract may be terminated at any time and without previous notice, at the option of Contractor and without liability of any sort on its part, in case the connecting wires, equipment in Subscriber's premises, or other facilities are destroyed by the fire or other catastrophe, or so substantially damaged that it is impracticable to continue service, or in case Contractor is unable either to secure or retain the connections or privileges necessary for the transmission of signals and/or images and may likewise be terminated by Subscriber in the event that Subscriber's said premises are so destroyed or damaged.
22. In the event MANUAL FIRE ALARM SERVICE, AUTOMATIC FIRE ALARM SERVICE, SPRINKLER ALARM SERVICE, MONITORING OF SUBSCRIBER OWNED FIRE ALARM SYSTEM OR SPRINKLER SUPERVISORY SERVICE is furnished under this Agreement, Contractor's system will be tested periodically by Contractor's employees. During the test time, the system will be out of service. Before each test, Contractor's employees will notify Subscriber's designated representative at the premises, that the test is to be made, and Subscriber agrees to notify all persons who may be affected, that the system is out of service during such test. Additionally, Subscriber may elect to have Contractor place the system into test status. If Subscriber elects to place the system into test by using a desktop/laptop, or tablet, or smartphone, he/she may do so by using the designated app at no charge. If Subscriber calls in to place the system into test Subscriber may be subject to an excessive calls fee. During the time a system is placed into test status Contractor will continue to receive signals and/or images, if transmitted to Contractor, but will not notify the premise(s) nor the authorities. A system can remain in test status for up to eight (8) hours unless the system is terminated prior to the eight (8) hour limit. A system will automatically be removed from test status, unless other arrangements had been made.
23. The Subscriber does hereby authorize Contractor to check Subscriber's credit and employment history and Contractor may request a credit report on Subscriber.
24. This Agreement may be assigned by Subscriber provided the written consent of Contractor is first obtained, which consent shall not be unreasonably withheld and shall be conditioned upon the assignee's agreement, in form satisfactory to Contractor to make payments herein provided and to perform and comply with all the other terms, covenants, and conditions hereof on Subscriber's part to be performed and complied with. This Agreement is only valid if it is signed by an authorized representative of Contractor: only representations contained in this writing are binding on the Contractor. This Agreement contains the complete understanding of the parties. There are no agreements, understandings, or representative changing, modifying or otherwise affecting any of the terms of this agreement. This Agreement cannot be changed, modified, or discharged orally.
25. Contractor assumes no liability for delays in installation or alterations of equipment or for interruptions of service due to strikes, riots, floods, fires, acts of God or any cause beyond its control, and will not be required to supply service while any such delay or interruptions continue. Additionally any repairs necessary due to these causes shall be billed on a time and material basis.
26. In the event the parties execute a contemporaneous writing, Subscriber acknowledges that this Agreement shall control and govern the scope of work and/or any dispute between the parties relating to the services provided hereunder.
27. In the event this document is being referenced by another document by name or number, or is referenced by attachment, or annexation (whether by an exhibit, attachment, or scope of work), the terms and conditions herein shall control in the event of a dispute with the terms of the referencing document.
28. It is understood and agreed that if radio transmission is provided the radio transmitter described herein used for the transmission of signals and/or images may be the sole property of the Contractor and that, in the event of cancellation of service, the transmitter described herein will be returned to Contractor. If Contractor is unable to recover said transmitter, Subscriber shall be responsible for damages in the amount of \$1,000.
29. The Subscriber does hereby waive its right to a trial by jury and the right to assert any counterclaim in any action brought against Subscriber.
30. In the event Subscriber requests Contractor to perform any service related to Subscriber's systems other than monitoring Subscriber agrees that any such service performed by Contractor shall be on a time and material basis.
31. Subscriber acknowledges and understands that Contractor accepts this Agreement with the understanding that Contractor's fulfilling the terms and conditions hereof shall in no way impair or interfere with any other alarm company's contractual rights with respect to Subscriber at the premise stated herein.
32. This Contract excludes the equipment replacement cost of batteries, auxiliary back-up power supplies, printer toner, print ink cartridges and printer.
33. If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
34. If Subscriber contracts for remote video service for their own viewing, Subscriber acknowledges that at no times is Contractor responsible for, or actually involved with transmitting any type of signal and/or images to Subscriber. Subscriber acknowledges that Contractor is not able to view any images from said video service. Subscriber acknowledges that a third party is actually providing the signals and/or images for Subscriber to view, and as such discharges Contractor from any liability and agrees to indemnify and hold harmless the Contractor.
35. Subscriber is solely responsible for making available to Contractor any and all portions of the system to either be inspected and/or serviced.
36. If Subscriber purchases video monitoring or video verification service(s) Subscriber acknowledges and agrees to pay a monthly user fee for said service.
37. Subscriber understands that any filing fees, permits fees, or other fees associated with either filing this job or requesting an inspection of this job are not included in the price unless expressly stated otherwise.
38. Contractor never guarantees system approval by the local governing authority. Subscriber agrees that Contractor's duty is limited to requesting an inspection by the local governing authority.
39. Subscriber acknowledges that events may occur in which Contractor must file additional items with the local governing bodies. If such additional filings are required Subscriber agrees that Contractor may charge and Subscriber will pay an additional filing fee.

## Contract Invoice

### Kron & West Inc

6981 Sunset Drive South  
South Pasadena, FL 33707-2817  
Phone: (727)345-0317 Fax: (727)381-5209



Billed Customer: # 001302

Site ID #: 001302-0001

Town Of Indian Shores  
19305 Gulf Boulevard  
Indian Shores, FL 33785

Town Of Indian Shores  
19305 Gulf Boulevard  
Indian Shores, FL 33785

ESA-3287

12/11/2023 C-ESA-328707

Amount Paid:

Contract Number	PO Number	Invoice Date	Invoice Number	Due Date	Contractors License #
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ESA-3287

12/11/2023 C-ESA-328707

CAC1814552&CAC042743

Purchase of Commercial Energy Savings Agreement for eighteen systems  
with two precision tune-up inspections and two additional filter changes.  
CESA-3287-07

Proposed inspection dates:

Full maintenance: Winter 2024, Winter 2025, Winter 2026

Filter change: Spring 2024, Spring 2025, Spring 2026

Full maintenance: Summer 2024, Summer 2025, Summer 2026

Filter change: Fall 2024, Fall 2025, Fall 2026

At each filter change Kron & West will change all filters and clear all drain lines. The contract includes all filters at each inspection. Belts are to be changed once a year and are included in total cost. Filters will be replaced at each quarterly inspection as well as clearing all drain lines. Evaporator coils and condenser coils will be cleaned during Precision Tune-ups.

Each Precision Tune-up will take approximately 2-3 full days to complete. Each filter change inspection will take 1-2 full days to complete.

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_  
Please sign one (1) copy and return to Kron & West Inc. for processing.  
Thank you for your business!  
This agreement is Non-Refundable.  
This agreement does not cover service calls.  
It does include a 20% discount on repairs.

### COMMERCIAL ENERGY SAVINGS AGREEMENT BENEFITS & PROCEDURES

#### Benefits:

- Lower utility bills
- Improved capacity
- Extended equipment life
- Never an overtime charge
- 20% discount on repairs
- Inflation protection
- Priority customer
- Agreement is transferable
- 24-Hour emergency service

#### Precision Tune-Up Procedures:

- Clean or replace 1" or 2" air filters  
(Includes up to 2 filters per system per inspection)
- Replace 2", 5" and IAQ Filters – As Needed  
(Additional Charges for these filters will apply)
- Check and Adjust Belts  
(If replacement is needed belt charge will apply)
- Adjust operating pressures
- Monitor starting capabilities
- Test safety controls
- Inspect blower components
- Measure volts/amps on motors
- Tighten electrical connections
- Lubricate all moving parts
- Adjust thermostat calibration
- Clean condenser coil in place
- Clean condensate drains and pans (if applicable)
- Measure temperature difference
- Disinfect & brush evaporator coil in place
- Clean and adjust burner & Ignition assembly
- Clean heat exchange or elements
- Monitor flue draft
- Clean primary drain pan

Your comfort is our goal™

Kron & West is a proud member of:



RACCA  
Guardian of the Industry



Sub Total: 37,569.00

Tax: 0.00

Total: 37,569.00

**ORDINANCE NO. 2024-01**

**AN ORDINANCE OF THE TOWN OF INDIAN SHORES, FLORIDA, CREATING A SHARK FISHING ORDINANCE AMENDING CHAPTER 14 – ANIMALS – AND AMENDING ARTICLE I, SECTION 14-3, “SHARK FISHING”; TO PROHIBIT SHORE-BASED SHARK FISHING IN THE JURISDICTIONAL WATERS OF THE TOWN; INCORPORATING FINDINGS; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

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**WHEREAS**, the Town of Indian Shores (the Town) is a Florida municipal corporation and political subdivision of the State of Florida; and

**WHEREAS**, the Town Council of Indian Shores (the Council) finds that sharks and all aquatic life are important to the biodiversity of the coastal waters of Florida; and

**WHEREAS**, the Indian Shores Police Department has jurisdictional authority over the Town and the neighboring Town of Redington Shores; and

**WHEREAS**, the Town of Redington Shores passed Ordinance No. 2023-14 on December 13, 2023 prohibiting shore-based shark fishing from its jurisdictional waters; and

**WHEREAS**, the Town Council desires to amend Article I, Section 14-3 to create uniform standards; and

**WHEREAS**, there are no shark-based fishing businesses that operate within the jurisdiction of the Town, and therefore there is no anticipated economic impact to any businesses within the Town; and

**WHEREAS**, the shark fishing ban was already in effect, and this ordinance is being passed to clarify the existing regulation and provide for uniformity with the adjacent jurisdiction; and

**WHEREAS**, the purpose of the shark fishing ban is to protect the endangered wildlife and natural resources of the jurisdiction; and

**WHEREAS**, the anticipated revenue to the Town for enforcement of this matter is likely well under one thousand dollars (\$1,000.00) per year; and

**WHEREAS**, the Council finds that it is in the best interest of the Town, and the health, safety and welfare of its residents, visitors and businesses, to amend Article 1, Section 14-3 to protect endangered marine life and native species by adoption of this Ordinance.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE  
TOWN OF INDIAN SHORES:**

**Section 1:** That all of the above recitals are true and correct, and the same are incorporated into this Ordinance as if fully set forth herein.

**Section 2:** That the Town of Indian Shores Code of Ordinances, Chapter 14 – Animals – hereby amends Article I, Sec. 14-3, and shall hereby be created to read as follows:

**Sec.14-3. Shark Fishing**

~~(a) No shark fishing shall be allowed along the beaches of the Town or along the shore of the government channel in the Narrows.~~

~~(b) No baiting or chumming shall be allowed along the beaches of the Town or along the shore of the government channel in the Narrows. Baiting or chumming is defined as using cut up or ground up bait to put an attractive scent line on or below the surface of the water, or to visually attract other fish; this shall not prohibit someone from using a piece of cut bait on any individual line that is used for general fishing.~~

~~(c) The use of shark lures and rigs shall be strictly prohibited along the beaches of the Town or along the shore of the government channel in the Narrows; and~~

~~(d) All accidental shark catches must be cut loose.~~

~~(e) All shark carcasses and pieces shall be removed from the Indian Shores beaches or along the shore of the government channel in the Narrows within the Town limits.~~

(a) Notwithstanding the possession of a permit issued pursuant to Florida Administrative Code §68B-44.009(3) or 50 C.F.R. §635.4, a person may not participate in shore-based shark fishing in the jurisdictional waters of the town.

(b) For purposes of this article, the term “shark” shall have the same meaning as is set forth in §68B-44.002(2).

(c) For the purposes of this article, the term “shore-based shark fishing” shall mean the targeting or harvesting of any species of shark when fishing from shore, wade fishing, or fishing from any structure attached to shore, including but not limited to bridges, piers, docks, and jetties. Fishing from shore or any structure attached to shore by or with any of the following gear or methods shall constitute shore-based shark fishing regardless of the species targeted or harvested.

(1) Fishing with a metal leader greater than 4 feet in length.

(2) Using a fighting belt, fighting harness, or similar device used in conjunction with a fishing rod to give the angler a mechanical advantage when reeling in a fish.

(3) Deploying bait by any means other than casting from shore or casting while wade fishing, including but not limited to transporting or dropping the bait by or from a vessel, surfboard, drone, or by swimming.

(4) Deploying bait by means other than casting shall not shore-based shark fishing if the bait is attached to a hook for which the maximum distance measured between two points inside the curve created by the hook does not exceed 1.5 inches, when measured at the widest dimension.

(d) A person who accidentally catches a shark in violation of §14-3 while fishing from the shore must release such a shark immediately at the site of capture, without unnecessary harm. Delaying the release of a shark for any period of time longer than necessary to remove the hook or other fishing tackle is prohibited. If the hook cannot be removed quickly, either the hook must be cut or the leader must be cut as close to the hook as possible in order to remove as much fishing tackle as possible without delaying release.

**Section 3:** That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 4:** That if any provision or part of this Ordinance is declared invalid or unenforceable as a matter of law, the offending portion shall be stricken and all other provisions hereof shall remain valid and enforceable.

**Section 5:** This Ordinance shall become effective immediately upon adoption in the manner provided by law.

#### **FIRST READING:**

Upon motion by \_\_\_\_\_ and seconded by \_\_\_\_\_, the foregoing ordinance was duly approved upon its **First Reading** at a Regular Town Council Meeting held on the day of \_\_\_\_\_, 2024.

Voting in favor of the First Reading:

Voting in opposition:

Absent:

Abstaining:

**SECOND READING:**

Upon motion by \_\_\_\_\_ and seconded by \_\_\_\_\_, the foregoing ordinance was duly approved upon its **Second Reading** at a Regular Town Council Meeting held on the day of \_\_\_\_\_, 2024.

Voting in favor of the Second Reading:

Voting in opposition:

Absent:

Abstaining:

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF INDIAN SHORES, FLORIDA, THIS \_\_\_\_\_ day of \_\_\_\_\_, 2024.**

ATTEST:

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Patrick C. Soranno  
Mayor

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Freddie Lozano, CMC  
Town Clerk

Approved as to form:

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Regina A. Kardash, Esq.  
Town Attorney

**RESOLUTION 01-2024**

**A RESOLUTION OF THE TOWN OF INDIAN SHORES, FLORIDA, DECLARING MICHAEL HOWARD TO HAVE BEEN ELECTED COUNCIL MEMBER OF INDIAN SHORES, FLORIDA, FOR A TWO-YEAR TERM, AS A RESULT OF BEING UNOPPOSED FOR THE RESPECTIVE POSITION FOR THE MARCH 19, 2024 MUNICIPAL ELECTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Indian Shores' Charter Section 5.012 – Term of Office for the mayor and council members is three (3) years.

**WHEREAS**, on November 13, 2023, Councilor Michael Petruccelli resigned to run for the mayor seat at the March 19, 2024 Municipal Election, with a resignation effective date of April 1, 2024;

**WHEREAS**, the resignation of Councilor Petruccelli results in a vacancy on the Town Council, necessitating the appointment or election of a Council Member to fulfill the remaining two (2) years of his term concluding in March 2026;

**WHEREAS**, at the November 21, 2023, Special Town Council Meeting, the Town Council unanimously voted to place the two-year term vacancy on the March 19, 2024 Municipal Election ballot pursuant to Section 3.08 of the Town Charter;

**WHEREAS, Michael Howard** qualified unopposed as a candidate to run for the two-year term Council Member vacancy for the March 19, 2024 election;

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF INDIAN SHORES, FLORIDA, as follows:**

**SECTION 1:** that the foregoing statements are affirmed as true and correct, and incorporated herein by reference;

**SECTION 2:** that the inclusion of **Michael Howard** is hereby deemed Councilor-Elect as a result of being unopposed as candidate for the position of Town Council Member on the ballot for the Municipal Election on March 19, 2024, and it is not necessary, pursuant to Florida Statutes, Section 101.151.(7):

**SECTION 3:** that **Michael Howard** as the only qualified candidate for the two-year term Council Member seat, is declared to have voted for himself and is therefore elected to the position of Council Member for the two-year term beginning April 9, 2024.

**SECTION 4:** that if any part or provision of this resolution is deemed unenforceable by a court of competent jurisdiction, the offending provision shall be stricken and the remainder shall continue in full force and effect.

**SECTION 5:** that this Resolution shall take effect immediately upon passage in the manner provided by law.

The above and foregoing Resolution, upon Motion by \_\_\_\_\_ and seconded by \_\_\_\_\_, was duly approved and adopted at a regular Town Council meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Voting in favor of the Resolution:

Voting in opposition to the Resolution:

Absent:

Abstaining:

ATTEST:

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Patrick C. Soranno  
*Mayor*

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Freddie Lozano  
*Town Clerk*

## **Indian Shores Library Annual Report 2021-2022**

This report covers October 1, 2021, to September 30, 2022.

Volunteers during this period were:

**Nancy Allen  
Ibby Dobson  
Leslie Eaves  
Laura Friedrich  
Elizabeth Hill  
Alice Lawrence**

**Peg McDermott  
Rita Moreau  
Janet McKee  
Maria Miller  
Zuleie Olander  
Claudia Riva**

**Diantha Schear  
Barbara Soranno  
Georgia Tawil  
Thelma Taylor  
Don and Kathy Vinel  
Rene Weyburne**

At the end of October 2021, after closure for most of the previous year, the library facility reopened to the public but was shut down a short time later due Covid precautions. The library reopened at the end of February 2022 and has remained open since. While the library doors were closed, we continued curbside service and monthly book sales at the Sunday Morning Market. During this time, the board members formulated official Library Bylaws and office procedures.

The library staff collected and turned in to the Financial Director \$200 in library card dues, \$1532.35 in book sales, and \$513 in donations which includes Read & Feed income. Monies expended were \$2196.27 for books \$441.90 in supplies (this includes the annual fee for Resourcemanate, a library software program) and \$257.46 in equipment. Also counted against the library budget were 18 Pinellas County Library System membership refunds (\$1,350). There was no volunteer appreciation dinner. Overall, the library offset the loss in dues with book sales and donations.

With the library closures, the number of active library card holders fell to 95 but the numbers are slowly getting better. As of October 1, 2023, we now have 143 card holders. The staff checked out 565 books this year, 40 of which were nonfiction. This is about half of a normal year but much better than last year's 105. While the traditional use of the library has slowed, with fewer patrons and transactions, the Read & Feed events have flourished since we reinstated them in May 22. We hosted 5 events, each with about 24 participants.

244 new and donated items were added to the inventory; included in this number are 18 non-fiction and 67 child/young adult books. I would like to recognize the outstanding work done by Ryan Riva and Reese Riva, grandchildren of library volunteer Claudia Riva, in revitalizing our children's section with their many donations and hard work in reshelfing the "Kid's Korner." In addition, they contributed 15 more books to put up for sale.

Because of the installation of the library office in what used to be the public computer room, space became available in the main library area. Plans were made to obtain more bookshelves and user-friendly furniture. However, when the building inspector reviewed the plans in Jul 2022 and measured existing bookshelves and the distance between them, he found the center bookshelves were not compliance with the Americans with Disabilities Act. After a master reshelfing project, the library is now compliance. We have used the remaining open space for meetings and get-togethers.

At the April 12, 2022, town council meeting, the following volunteers were approved for the board: Alice Fennell (Lawrence), Laura Friedrich, Elizabeth Hill, Zulema Olander, and Peg McDermott. Ms. Friedrich and Ms. Olander resigned from the board in July 22; the board approved the nominations of Claudia Riva and Rene Weyburne to take their places. The council approved them as board members on August 9, 2022.

**Alice Lawrence  
Chairperson, Library Board of Directors  
Nov 21, 2023**

## **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 Soriano, Mayor

**ATTEST:**

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

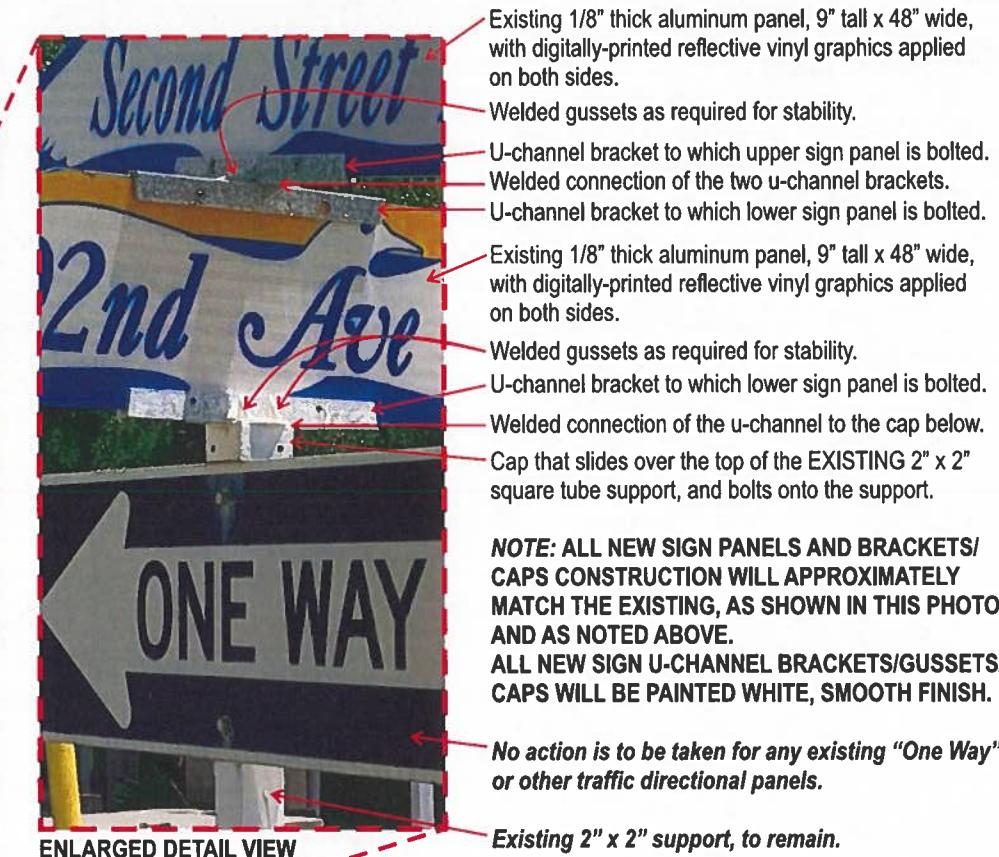
Review as to form and correctness:

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

## 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

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



**SCOPE OF WORK:**

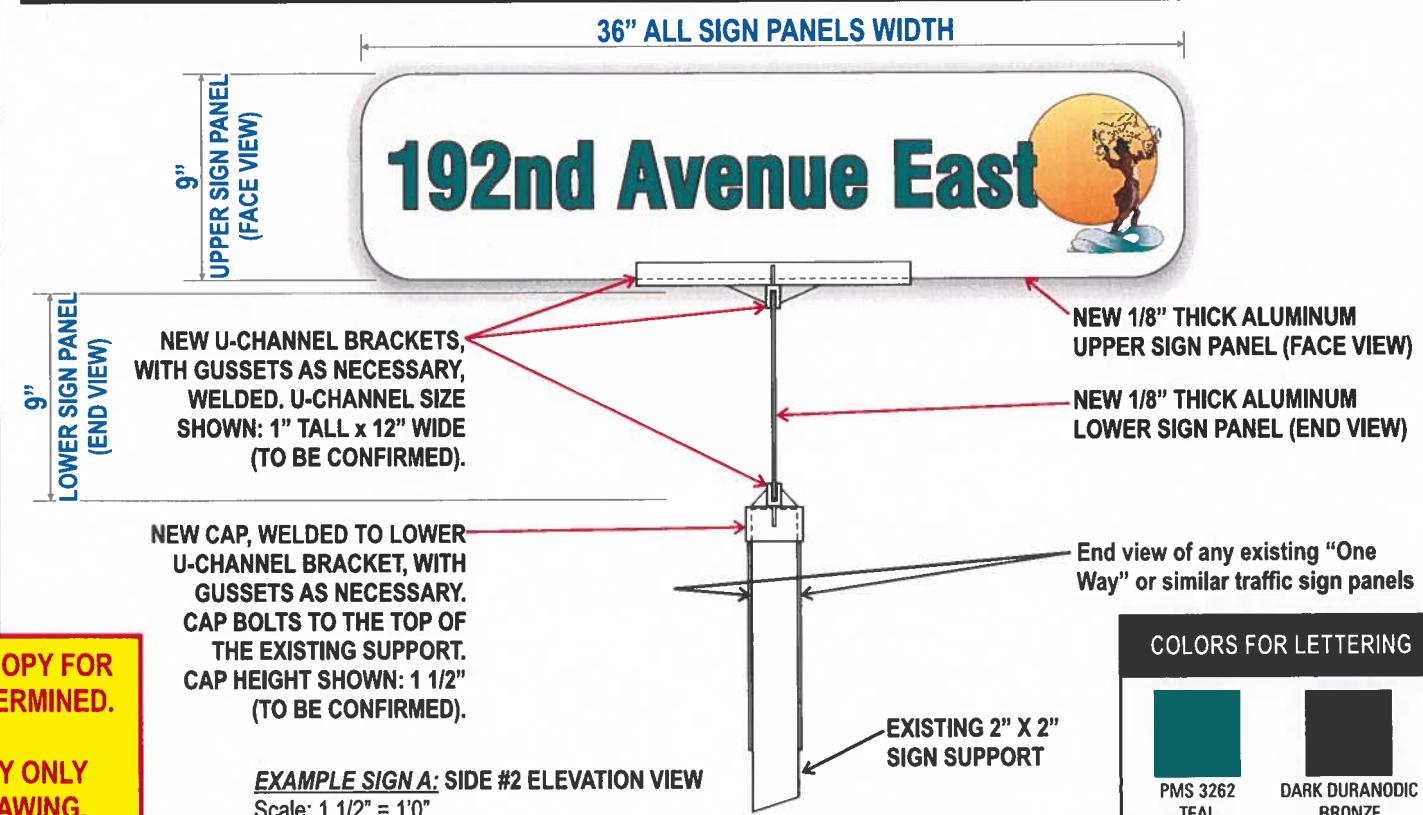
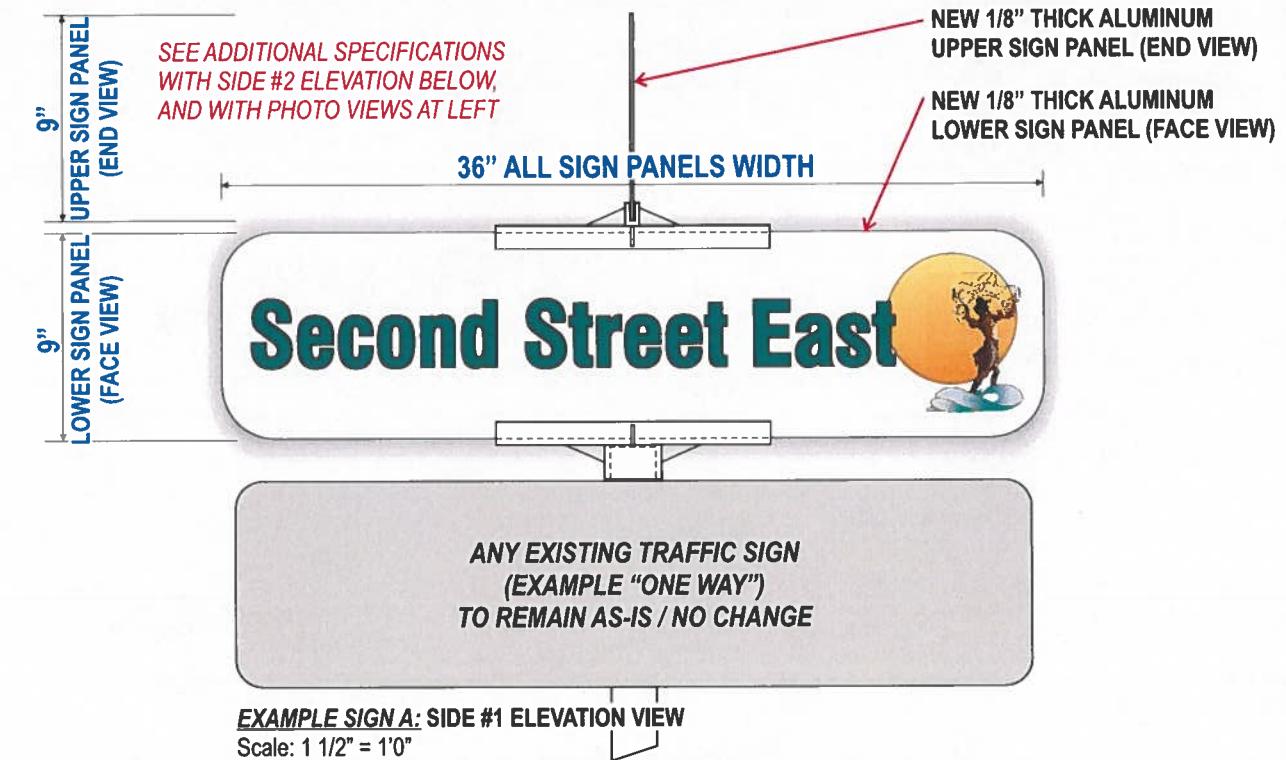
- Remove existing STREET NAME sign panels and all u-channel brackets with welded caps from the tops of the existing 2" x 2" square tube sign supports.
- EXISTING "ONE WAY" OR OTHER TRAFFIC DIRECTIONAL-TYPE SIGN PANELS ARE TO REMAIN AS-IS / NO CHANGE.
- All new STREET NAME sign panels with all new u-channel 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.



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/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

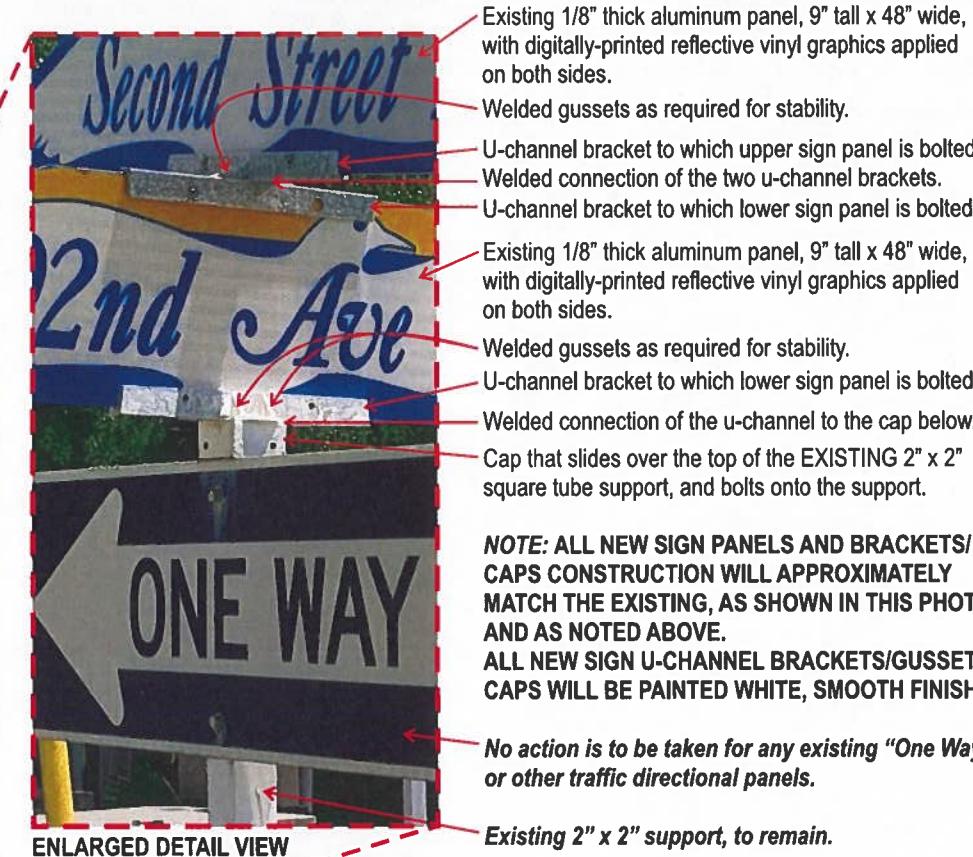
DATE

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Any unauthorized use is forbidden.

SIGNSTAR  
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  
FL State Cert. #ES0000087



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



**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.
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- 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.

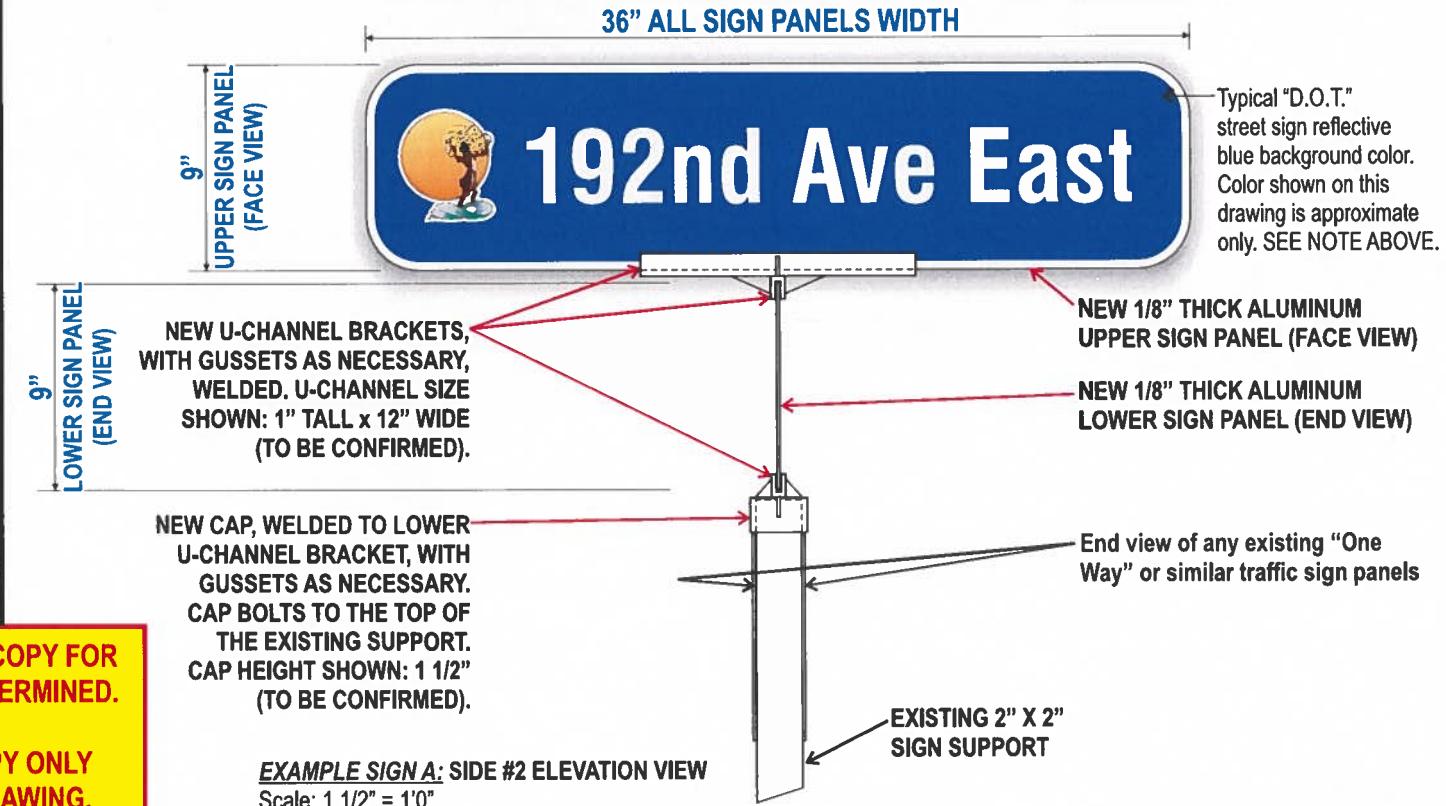
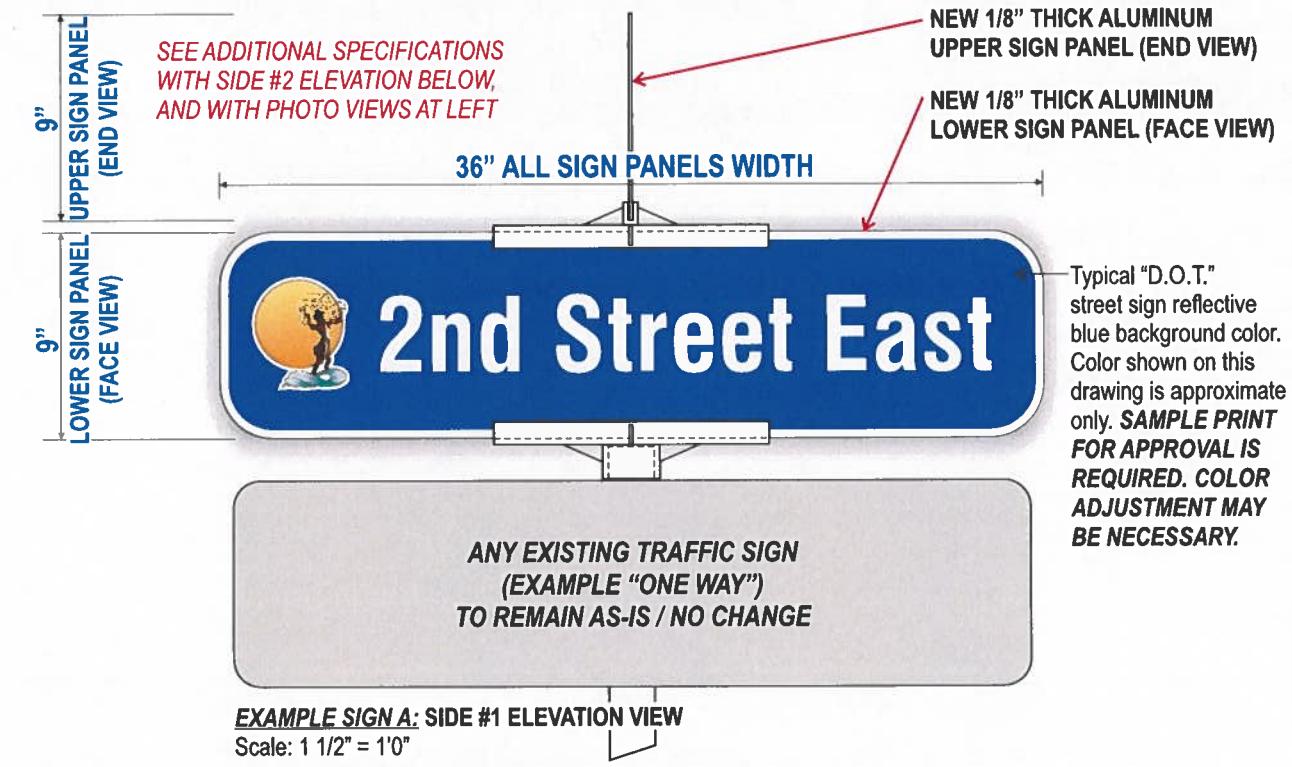
SEE ALL NOTES ABOVE AND WITH NEW SIGN VIEWS AT  
RIGHT FOR ADDITIONAL INFORMATION.

**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

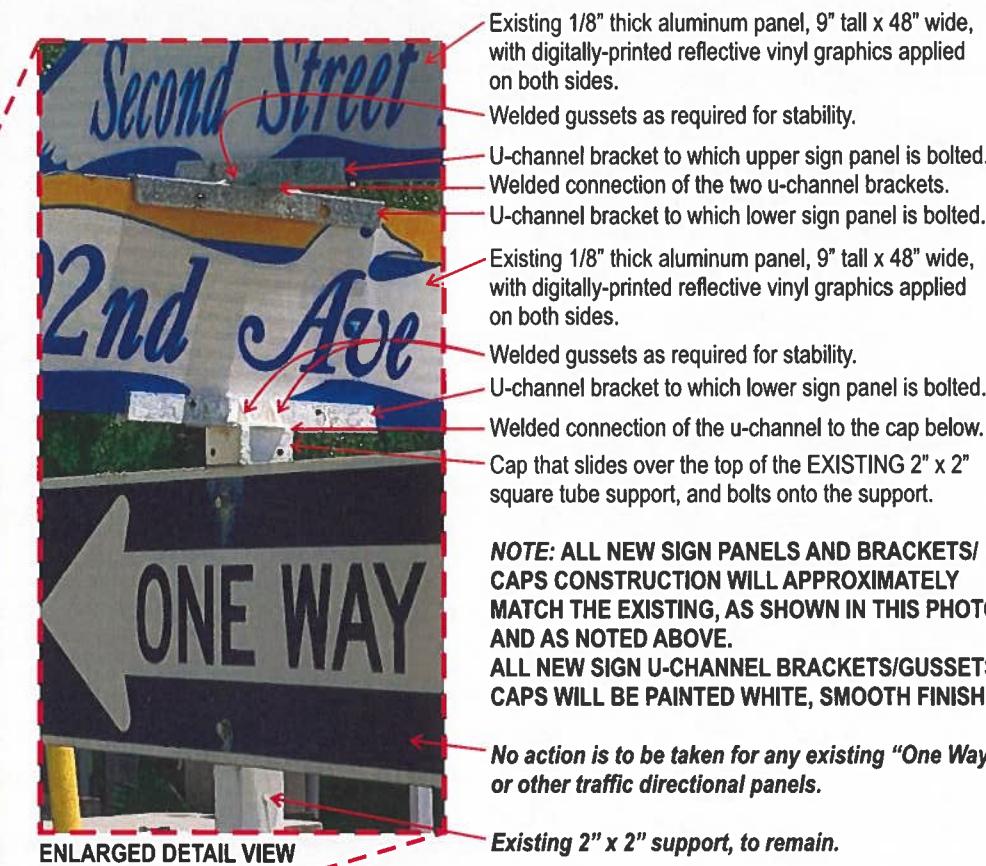
DATE

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



**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.
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- 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.**

Project: Indian Shores

Address:

Dwg#: 23-00000-3 R1

Date: 6-20-23

By: si

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.

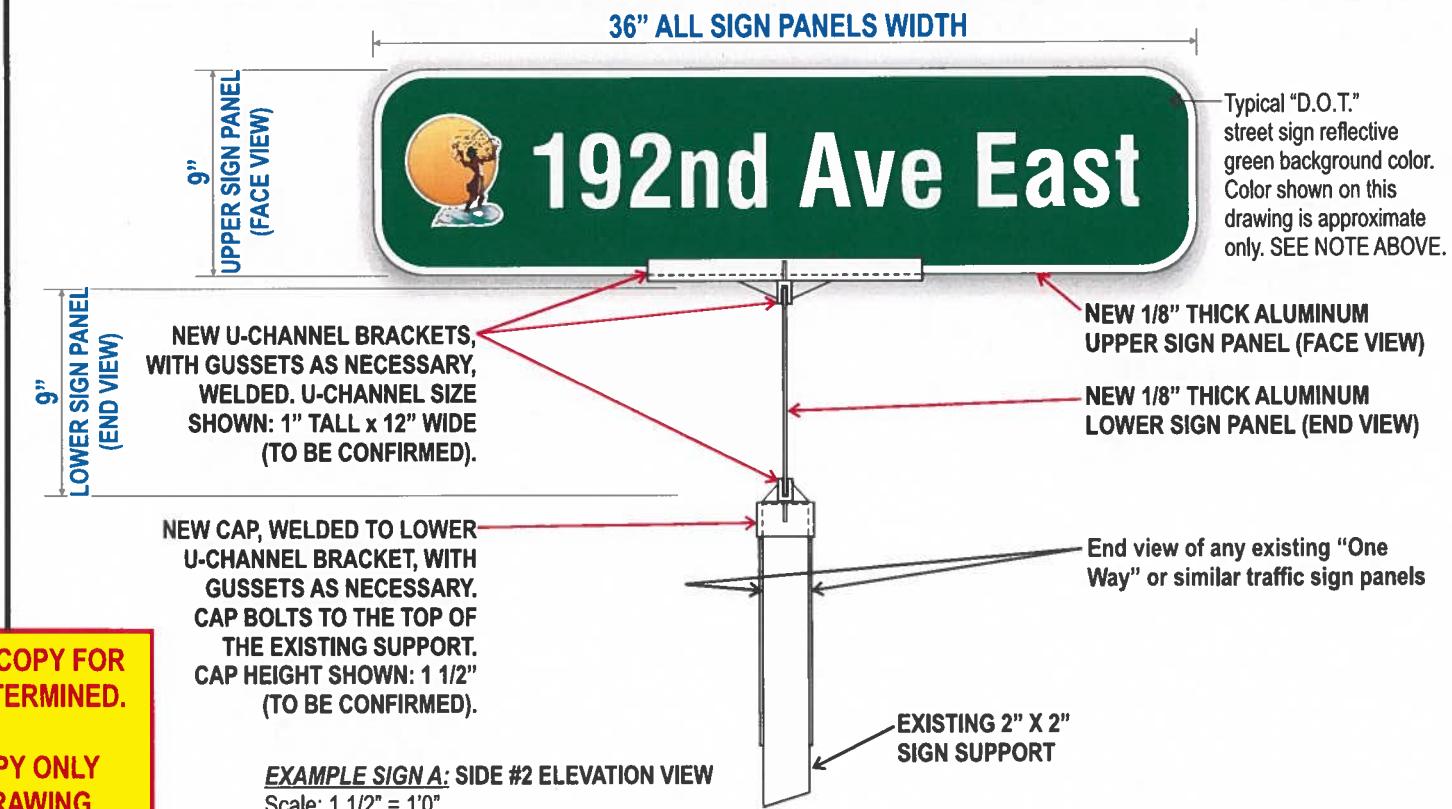
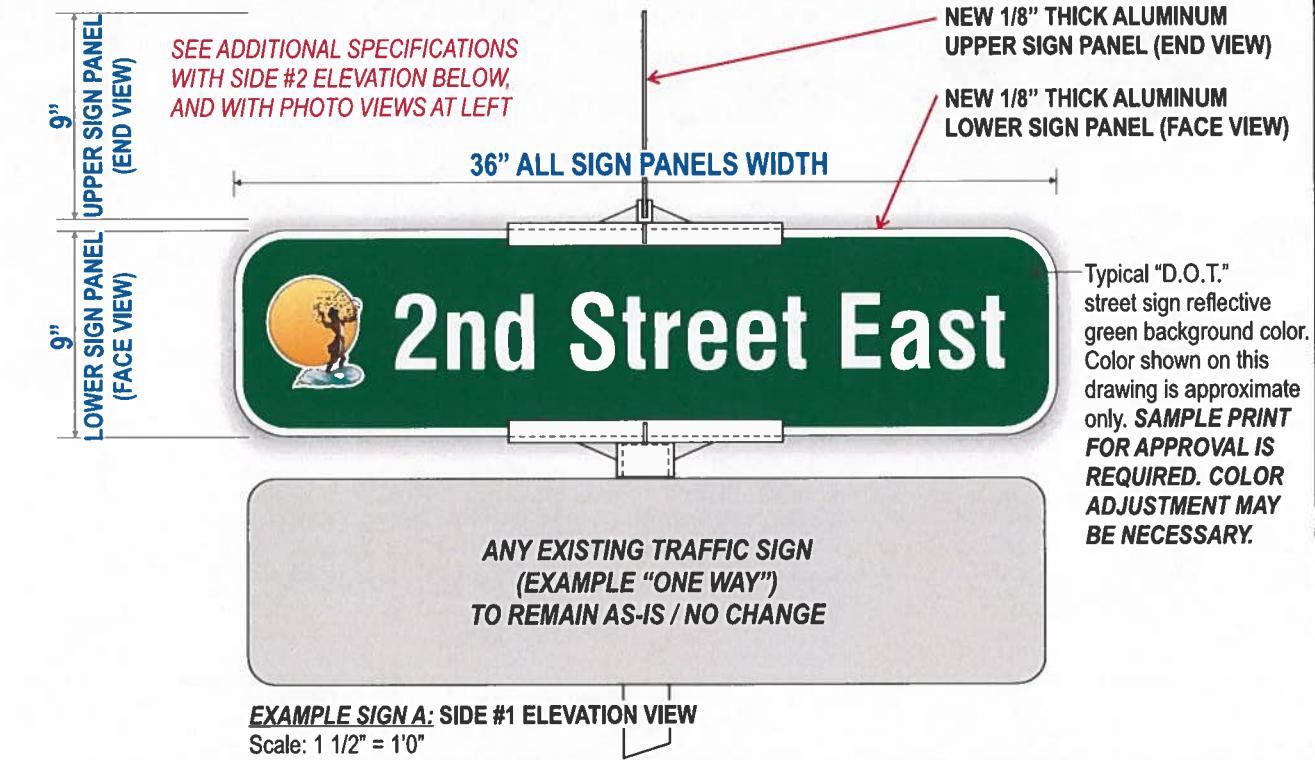
File: Indian Shores street signs

Scale: as noted

Rep: rdp

**SIGN A / OPTION 3**

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



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# INDIAN SHORES

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



## Memorandum

To: Members of Town Council  
From: Brian Rusu, CBO CFM  
Date: December 4, 2023  
RE: Building Official's Report for the Month of November 2023.

1. For the month of November, the Building Department Statistics are listed below:

MONTH	PERMITS	INSPECTIONS	VALUATION	FEES COLLECTED
December	59	89	\$881,988.38	\$19,858.13
November	42	82	\$1,215,641.216	\$21,287.52
October	36	88	\$518,054.58	\$12,162.25
September	38	87	\$685,321.25	\$14,261.25
August	50	96	\$6,281,193.37	\$37,580.28
July	35	72	\$616,159.31	\$12,085.56
June	45	76	\$2,679,037.18	\$41,249.12
May	35	106	\$733,810.78	\$14,114.77
April	41	74	\$3,374,837.13	\$35,237.67
March	48	89	\$875,919.32	\$17,998.38
February	39	92	\$2,522,228.15	\$39,644.62
January 2023	31	127	\$335,392.11	\$9,460.45
December	37	147	\$844,225.00	\$15,166.70
November	29	149	\$497,646.60	\$11,305.18

  
\_\_\_\_\_  
Brian Rusu  
Certified Building Official, CFM  
Town of Indian Shores

Patrick C. Soranno  
Mayor

Diantha Shear  
Vice Mayor

Ellen Bauer  
Councilor

Michael (Mike) Petruccelli  
Councilor

William F. (Bill) Smith  
Councilor

Bonnie Dhonau  
Town Administrator

Richard (Rick) Swann  
Chief of Police

Susan L. Scroggham  
Director of Finance  
and Personnel

Freddie G. Lozano  
Town Clerk

Brian Rusu  
Building Official

Regina Kardash, Esq.  
Town Attorney

## Indian Shores Building Department Activity

	2022				2023				Year Over Year Change			
	Permits	Inspections	Valuation	Fees	Permits	Inspections	Valuation	Fees	Permits	Inspections	Valuation	Fees
Jan	31	118	\$574,490.00	\$8,271.58	31	127	\$335,392.11	\$9,460.45	0	9	\$239,097.89	\$1,188.87
Feb	43	97	\$827,706.63	\$13,813.64	39	92	\$2,522,228.15	\$39,644.62	4	5	\$1,694,521.52	\$25,830.98
Mar	42	168	\$835,696.76	\$14,737.75	48	89	\$875,919.32	\$17,998.38	6	79	\$40,222.56	\$3,260.63
Apr	42	124	\$457,711.64	\$9,566.37	41	74	\$3,374,837.13	\$35,237.67	1	50	\$2,917,125.49	\$25,671.30
May	38	158	\$587,992.00	\$10,607.79	35	106	\$733,810.78	\$14,114.77	3	52	\$145,818.78	\$3,506.98
Jun	37	127	\$702,474.80	\$11,264.84	45	76	\$2,679,037.18	\$41,249.12	8	51	\$1,976,562.38	\$29,984.28
Jul	56	97	\$1,120,716.88	\$18,806.09	35	72	\$616,159.31	\$12,085.56	21	25	\$504,557.57	\$6,720.53
Aug	45	178	\$1,409,102.67	\$20,172.62	50	96	\$6,281,193.37	\$37,580.28	5	82	\$4,872,090.70	\$17,407.66
Sep	30	147	\$442,548.55	\$8,181.45	38	87	\$685,321.25	\$14,261.25	8	60	\$242,772.70	\$6,079.80
Oct	35	153	\$3,402,229.66	\$24,848.77	36	88	\$518,054.58	\$12,162.25	1	65	\$2,884,175.08	\$12,686.52
Nov	29	149	\$4,976,466.00	\$11,305.18	42	82	\$1,215,641.26	\$21,287.52	13	67	\$3,760,824.74	\$9,982.34
Dec	37	147	\$844,225.00	\$15,166.70	59	89	\$881,988.38	\$19,858.13	22	58	\$37,763.38	\$4,691.43
									34	585	\$4,538,222.23	\$108,197.22

# INDIAN SHORES

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



## MEMORANDUM

Date: January 9, 2024

To: Honorable Mayor Patrick C. Soranno and Members of Town Council

From: Bonnie Dhonau, Town Administrator

Subject: Disposition of Town Administrator Emails and Voicemails

*B.Dhonau*

In light of my retirement, arrangements for the ongoing email service to and from the Town Administrator's office will be established in the following manner:

An email account: [TA@myindianshores.com](mailto:TA@myindianshores.com) will be set up and any emails that are currently directed to my email address will automatically be sent to the new address effective January 12, 2024 at 4:00 p.m.

An auto-reply will be set up on my email address: [bdhonau@myindianshores.com](mailto:bdhonau@myindianshores.com) that will state: *Please note that Bonnie Dhonau has retired from the Town of Indian Shores effective January 12, 2024. Your email is automatically being forwarded to an interim address until a new Administrator is appointed.*

*Please make note of this address for future correspondence: [TA@myindianshores.com](mailto:TA@myindianshores.com)*

*Other Administration email addresses are:*

*Town Clerk – Freddie Lozano, [flozano@myindianshores.com](mailto:flozano@myindianshores.com)*

*Director of Finance & Personnel – Susan Scrogham, [sscrogham@myindianshores.com](mailto:sscrogham@myindianshores.com)*

*Building Official – Brian Rusu, [brusu@myindianshores.com](mailto:brusu@myindianshores.com)*

*Admin. Assist. To Town Admin. – Jennifer Angelo, [jangelo@myindianshores.com](mailto:jangelo@myindianshores.com)*

*Accounting Specialist – Angie Tillia, [atillia@myindianshores.com](mailto:atillia@myindianshores.com)*

*Building Clerk – Bill Jones, [wjones@myindianshores.com](mailto:wjones@myindianshores.com)*

*Finance Clerk – June Steding, [jsteding@myindianshores.com](mailto:jsteding@myindianshores.com)*

**Patrick C. Soranno**  
Mayor

**Bonnie Dhonau**  
Town Administrator

**Diantha Schear**  
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Chief of Police

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Councilor

**Freddie G. Lozano**  
Town Clerk

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

**Regina Kardash, Esq.**  
Town Attorney

Susan and Freddie will be provided credentials to access the [TA@myindianshores.com](mailto:TA@myindianshores.com) email account so they can monitor, prioritize and respond to emails accordingly.

Jennifer will be given the password to the Town Administrator's voicemail and can forward voicemails or take messages and relay them accordingly.

## **Town Administrator 's Retirement**

### **Executive Summary**

#### **January 2024**

Mayor and Council,

It has been a privilege to be of service to this municipal government and the amazing community it represents over the course of the past seventeen and a half years. Being a part of the management team of this wonderful town has been a source of immense pride for me. My journey through the years here has opened numerous valuable opportunities and I am grateful to have been a part of each of them.

As I approach retirement and look to the future of Indian Shores, I endeavored to provide as comprehensive a list and "map" as possible to ensure the town's continued prosperity and success.

Below is a compilation of items that are currently under consideration or coming up for consideration with differing levels of significance and associated deadlines.

In addition to the list presented here, a binder labeled "Transition" has been assembled containing supplemental supporting materials and is available for review in the Town Administrator's office. There will be mention of the binder in some of the following notes.

#### **ADMINISTRATION - 22**

1. **2024 will be the Town's 75<sup>th</sup> Anniversary** (Original Charter signed at The Pub (Caddy's) back in September of 1949). It might be a good time for another gala or other anniversary commemorations.
2. **Solid Waste** – 2025 is the last year of our one-time five-year renewal option on our Solid Waste Franchise Agreement. This will need to go out for RFP. The contract ends December 31, 2025.
3. **FDOT (curb and gutter sidewalks)** is performing a survey to determine what easements the town will need to obtain and what type of easement (i.e. permanent vs. construction). The results of this survey (and I believe 60% of project design) should be provided in May 2024.
4. **Assigned Fund Balance** – Each year I review Capital Projects that have been completed and those that are outstanding to provide the auditor with

Assigned Fund Balances. (See 9/30/22 AFR Page 16.) There is an excel spreadsheet that is updated each year which includes replacement dates capital items to ensure we are reserving sufficiently for future expenses. It can be located at: One Drive: Departments/Finance and Personnel/AFR/FY 22 23 and can be copied out to future years as well. There is also a folder in the filing cabinet behind the Town Administrator's desk.

5. **PCSO Marine Unit Docks** – The contract with Pinellas County was executed in November of 2001 for a five-year period and four five-year renewals. The contract is due to expire in 2026. The annual rental Pinellas County pays for the docks and office space is \$22,434. These facilities will need significant repair or replacement within the next five years according to marine engineers. My recommendation would be to complete the contract with the county and enter into an MOU for them to re-build or maintain the structure. Alternatively, consider a license agreement like the one we have at Tiki Gardens for the monument project. The floating dock, which was replaced in 2022 should also be included in the agreement going forward.
6. **FCT Stewardship Report** – We are currently submitting an annual report on stewardship activities at the Nature Park. Reporting can be changed to a five-year cycle, yet an application would need to be submitted for this. Jennifer Angelo, Admin. Assistant files our annual reports now and should be able to create a draft of the application for management's review and editing before submission.
7. **Parking at 197 Ave. W.** – The FRDAP Grant from 2001 stipulates that the site be dedicated as an outdoor recreation area for a minimum of 25 years. (See Memo dated 4/02/2009 for reference.) This parking situation comes up frequently, yet Council is unable to take any action until September 2026. This may be something the Council would want to revisit, review, and consider after September 2026. There is a file marked 197<sup>th</sup> W. Parking in the filing cabinet behind the Town Administrator's desk.

### **FINANCE DEPARTMENT - 33**

8. **F-ROC Registration and Participation** - The Disaster Readiness Assessment was submitted prior to December 31, 2023, as required for participation. FDEM will follow-up with abatement activities that will need to be completed by March 31, 2024. (Susan should likely head this up as it involves purchasing requirements, documentation, and policies, etc. regarding reimbursement from FEMA).
9. **Distinguished Budget Presentation Award** - Revisions were made to the budget this year with the intention to continue improving this document to obtain the Distinguished Budget Presentation Award from GFOA. It was my vision to continue to improve the budget to submit for this award.

10. **Purchasing policy** – a new policy needs to be adopted. I have a sample from Belleair Beach on my One Drive: Departments/Finance and Personnel/Purchasing/Sample Policies. June Steding may have some other sample policies that could be reviewed as well. They should be compared to requirements in F-ROC and reviewed by the Town Attorney for legal compliance.
11. **Job Descriptions** – Duties have shifted, and most job descriptions are outdated. All job descriptions should be reviewed, updated, sent to the Labor Attorney for her review and then presented to the Council for approval. Following approval, each employee should sign a copy of their job description acknowledging they are able to perform the essential functions of the position without special accommodation.
12. **Personnel Manual** – Since our change in labor attorneys, I've spoken with both the Town Attorney and the Labor Attorney regarding a review of the newly revised manual. I believe the scope of work is being drafted for review and consideration by Erin Jackson, Esq.
13. **P-Cards** – There is an opportunity to explore credit cards that would offer cash back. Susan had checked with Truist previously, but they do not offer that as a benefit.
14. **Banking** – It has been several years since the town has looked at banking services. There may be an opportunity to receive improved services and terms from a Qualified Public Depositor if an RFP is sent out.
15. **Substance Abuse Policy** – The Town's Labor Attorney updated and revised the Substance Abuse Policy in November – it should go before the Council for adoption.

#### **MUNICIPAL CENTER - 44**

16. **Building Access Signs** – An ordinance was passed this summer regarding public access in the municipal building. The police department is going to provide verbiage for the signs and how many signs were needed and where they were to be installed.
17. **HVAC Maintenance Services** – I requested a proposal from Marina Kron effective 3/1/24 when we have fulfilled our financial obligation of payments to Trane. On Thanksgiving Eve, Kron & West answered a call that we made just a few minutes before 4 p.m. Trane did not answer the call, did not answer an email, did not have an emergency number to call. Kron & West has always provided great service to the town, and I am recommending we return our maintenance service to them.

18. **HVAC Special Note** – There are three Outside Air Units (OAU #2, #3, & #4) that service the building. Two have been changed out to Trane Morganizer units, one is still an AAON unit. There are 3 Rooftop Units (RTU #1, #2, & #3) that service the fourth floor. When RTU #1 quit working, the decision was made not to replace it. The HVAC system appears to have been configured to have more load on the fourth floor than what is utilized – and have partitions pulled out frequently, etc. Since that is not the case, RTU #1 (closest to the kitchen area) was never replaced. The fourth floor is serviced by: OAU #4, RTU #2, RTU #3, AHU 4-1 and AHU 4-2.

19. **HVAC Energy Analysis** – Possible Savings through Duke Energy Program like LED program. I am waiting for the information to be submitted.

20. **Generator Reconfiguration Change Order** – There is a proposed change order to the generator reconfiguration project to add the police department elevator to the generator. This will require power to be down in the building for 5-6 hours. The cost of the change order is \$6,198.45. This amount, in addition to the previous cost of \$21,341.36 keeps the cost of the project well below the \$65,000 that was originally approved.

21. **Flooring** – All flooring throughout the building has been installed and maintained by Spectra Contract Flooring (on government contract). Chris Mayer has been our sales rep for any new flooring needs. Karndean flooring in Community Room and Dispatch area of Police Dept. has its own cleaning and maintenance guidelines – a copy is in the Public Services tab of the binder marked “Transition” in the Town Administrator’s office.

## **BUILDING DEPARTMENT - 66**

22. **CRS Rating to 5** – Brian Rusu transitioned from SAFEbuilt to working directly for the town. In his role as Building Official and Floodplain Manager, he has stated that he believes adoption of the County’s Vulnerability Study in our Flood Ordinance would be sufficient to bring us to a 5. This will also require submission of the proposed ordinance to FDEM for approval. This will require a cycle visit for review and upgrade.

23. **Pinellas County Vulnerability Assessment** – Resilient Florida Statute SB 1954 requires cities to complete a vulnerability assessment or partner with their county. I advised Kelli Hammer-Levy that Indian Shores would like to partner with the County and our Building Official, Brian Rusu, would likely be the main point of contact as it also relates to our flood ordinance. (See email in Building Dept. tab of the binder.)

**24. Senate Bill 4-D** (or new legislative name) Threshold Buildings Milestone Inspections. Brian has been meeting with Building Officials throughout Pinellas County to better understand the updated changes to the original legislation. Letters should start to go out to condominiums by the second quarter of 2024.

### **PUBLIC SERVICES - 88**

**25. Public Services Staffing** – An opportunity exists to re-evaluate Public Services staffing needs. There are currently two full-time Groundskeeper positions open in the department – one of which was an addition in the FY 23/24 budget. Currently, the department is staffed by: (1) Public Services Supervisor, (1) Groundskeeper, (1) Part-time Groundskeeper and (1) Day Laborer to equal three FTEs.

I paused on hiring to allow the incoming Administrator time to review the department's needs and determine if more outsourcing or restructuring is needed.

**26. Public Services Duties** - There is a Master Public Services Recurring Duties List with Weekly and Monthly recap forms in the Transition Binder under Public Services. There is also a Maintenance Checklist Draft that is an older document included as well. A study of staffing needs and duties/performance may be warranted by new management.

One thing to take into consideration would be that Public Services is not maintaining the Town's medians currently. That is being done by Morelli Landscaping as part of the FDOT Landscaping Project through August of 2024. I requested a quote from Beth Hammond of Morelli Landscaping and followed up with her recently. In my follow-up request, I copied Susan and Freddie.

**27. FDOT Landscaping Project** – Hurricane Idalia damage. On November 14 Beth Hammond at Morelli Landscaping advised they had recently been given the okay to proceed with developing an estimate for the damages to the project from Hurricane Idalia. Follow-up email sent on December 6 requesting an update. (Copy of email with new contacts included in binder.)

**28. Road Projects that are in the 23/24 Road & Bridge Fund Budget** – miscellaneous street ends, Second Street and Whispering Pines. See Fund 11 for more detail and Bob Brotherton's 2017 Pavement Evaluation Report in my One Drive: Departments/Public Services/Streets and Town Lighting/2017 Pavement Evaluation Report.pdf. Gordian may be interested in doing this project as a JOC (Job Order Contracting) on a government contract.

29. **Playground** – New playground equipment is scheduled to ship the week of 1/19/24. The playground has been demolished and we are prepped and ready for the new construction.

30. **Damaged Vehicle** – Incident Report dated 10/16/2023 and PCSO report 23-336605 refer to the rear quarter panel of the Public Services F-150 being damaged by a PCSO deputy. Michael has been following up with PCSO to get it repaired. Incident Report in PS tab.

31. **Storage Building** for Public Services adjacent to trash dumpster. This is not in the 23/24 Budget, but Gordian had briefly looked at proposing something for this location. Council had approved up to \$69,000 last year.

However, Gordian was proposing to build something that sloped downward into the entry. So, Steve Vinci at ARC-3 (architect for the municipal center) was consulted and he made some preliminary drawings. This project needs a more realistic and detailed estimate to move forward as the \$69,000 proposed was insufficient for what is needed.

This would be an opportunity to save money by eliminating the storage unit we have that is off-site in addition to staff time to pick up Christmas décor and then drop it back off at the end of the season.

32. **Seawall Washout** - There is a washout at the seawall behind the municipal center. On 9/20 Dikran and Paul from Land and Water Engineering came by and recommended increased riprap. Michael Scrogan has been asked to get quotes and to investigate a possible alternative – Sox Erosion Solutions. Responses haven't been received yet.

33. **Electric Hand Dryers** – I requested Jennifer investigate pricing on contract and check with Michael on specs, installation, etc. We have had issues of paper towels and toilet paper being clogged in the toilets.

34. **Drainage Swale** behind the municipal center needs to be cleaned out and re-formed. Michael has been asked to provide quotes from Rodney Finke. Information has not been received yet.

35. **Cleanout of drainage** between 193 and 192. We need to determine a final answer on who's responsibility it is to maintain it and get it taken care of. George F. Young did the Town's Stormwater Master Plan and they may have additional recommendations. Also, Brian Rusu had located some documents that seem to indicate Vista Village is responsible for maintenance.

36. **Drainage issue** at The Pointe across the street. This was discovered during the last FDOT landscaping project. FDOT claims it is not theirs. This needs to be researched and resolved.

**37. Facility Dude Software** – This software could be used more effectively. Training has been provided. Work orders should have photos taken before and after some projects are done and uploaded into them as appropriate. Additionally, utilizing work orders to record repairs to fleet vehicles, HVAC equipment and other capital equipment could help with repair/replace decisions in the future. This is something that could be input by administrative staff before the invoice is paid.

**38. Outdoor Kitchen** – Mayor Soranno and I met with Robert Brock of F.H. Paschen (a contractor that Gordian uses) on 11/30/2023. Robert is going to try to get a sketch of a kitchen drawn up that we can review by the end of the year. In following-up with Robert Brock of F. H. Paschen on 12/28/2023, he advised he should have something to us within two weeks of that date.

**39. FDOT Paving Project** – Project Limits: North of 183 Terrace Dr. to 192 Ave. Anticipated start date is February 5, 2024. This project has a total contract calendar days of 125 and a contract amount of \$1,489,626.29. Progress Meetings will be held on Tuesdays at 9 a.m. via Teams and the first few will also be held in person at 5211 Ulmerton Road, Clearwater.

William Gregory is the Project Administrator: [william.gregory@dot.state.fl.us](mailto:william.gregory@dot.state.fl.us) and 727-575-8325. No work should occur at night or on the weekends. They are aware our work hours are 8 a.m. – 6 p.m. per ordinance and were advised if they wanted an earlier start time it would need to be approved by the Town Council. I also gave them a heads up regarding our St. Patrick's Day Festival on Saturday, March 16. Pinellas County was at the meeting and stated they expected the hauling in of sand to complete at the end of January.

**40. Monument Site** – Steve Page approached us about putting some type of public art up for his stepdaughter that passed away in a boating accident around Halloween a few years ago near Caddy's. That evolved into a discussion of potentially adding the human sundial back in to the project and naming it after Rachel. Bob Lyons was going to get surveying/engineering information regarding proximity to wetlands in the area. We also talked about having the Seminole Tribe of Florida install a chickee hut at that location for people to gather under and picnic.

Additionally, Pinellas County does have a Phase II of improvements to Tiki Gardens that dates back to 2008. Those improvements included a boardwalk through the mangroves and maybe a canoe/kayak launch (not sure about that). Anyway, those improvements did get shelved due to the economic downturn. Paul Cozzie at Pinellas County has advised me he believes those improvements are somewhere within the 5-year Capital Improvement Plan. This is something that could be followed up on and brought before the Council in future years for the Town to further improve our area of the site.

41. **Bus Stops** – While planning for the monument project, another opportunity came to light with the bus stops. We had proposed to the County and PSTA that we would erect bus shelters like the one by Bay Pines (a Mediterranean Aesthetic). In researching the life cycle of the bus shelters with PSTA, it was determined that the bus shelters had reached their end of life. The shelters currently in place were put there prior to 2006 and the town opted to upgrade from the standard bus shelter option that PSTA was going to provide. Our bus stops need to be replaced. This project has not been initiated with PSTA yet. The Council may want to consider either a standard replacement that PSTA is using now or upgrading in a future budget year.

42. **Town Square Signs** – 191 Ave. E., 192 Ave. E., 193 Ave. E. (This one has been taken down as it was rotted out at the base.) These signs are beyond the end of their useful life and need to be removed or replaced. This was one of the items that was cut from the proposed 23/24 budget. We received quote 029593 from Signstar to replace these signs at a cost of \$7,690.00 each.

43. **Beach Trash Enclosures** – Hurricane Idalia destroyed six of our trash enclosures. We have purchased supplies to replace them. Steve Hale in Public Services will be building them. They will not be able to be put back onto the beach until the completion of the County's Emergency Beach Erosion Control Project.

44. **Beach Rules Signs** – Hurricane Idalia destroyed three of our Beach Rules Signs and replacements have been ordered from Signstar. Installation will need to wait until after the Emergency Beach Erosion Control Project has been completed.

45. **Beach Signs Inventory** – I recommend that an inventory be completed of all signs at the beach accesses to determine what is there, what needs to be replaced and what could possibly be eliminated.

46. **Memorial Benches on the Beach** – This is a program that could use some work. Historically, we have built a bench from pressure-treated lumber and placed it on the beach. The person purchasing the bench could then put a plaque on it. The cost of pressure-treated lumber combined with the cost of staff time has made this cost prohibitive. Michael had recommended switching over to benches with wood slats and concrete ends and we have received one set of concrete ends.

An agreement should probably be drafted that speaks to what the town's responsibilities will be regarding the placement of the bench and how long it will be maintained. We have had some issues in the past with people thinking we would maintain the bench in perpetuity.

**47. Picnic Tables on the Beach** – This is another issue that Council may wish to workshop. We have some picnic tables at our beach accesses. One of the challenges is that Public Services will oftentimes find them dragged down to the water's edge or anywhere along the beach despite having them anchored with concrete weights and chains. Whenever we've removed a picnic bench from the beach – either to repair it or replace it with another one, we have received complaints.

**48. Solar in the Medians** – When the Penny for Pinellas Gulf Boulevard Beautification project was completed, solar lighting was installed in the medians. The lighting was designed by Jonathan Toner of Terra Tectonics. The solar lighting worked only briefly. Initial troubleshooting pointed to the design being insufficient to support the project.

**49. Community Garden** – Roofing on the cupolas at the Community Garden needs to be replaced. Alternatively, new pergolas could be purchased and installed as a more inexpensive option.

**50. Nature Park** – Kiosk at the beginning of the boardwalk needs to be replaced. This has not been budgeted for the current fiscal year. I would recommend Steve Graff be consulted for design to be in alignment with the Town's branding.

**51. MS4 (Municipal Separate Storm Sewer System)** – the Town has its own MS4 permit (I believe there are only 3 permits in Pinellas County and most municipalities are on the County's permit). This requires annual reporting based on monthly stormwater inspections, inspections performed on construction sites by the Building Official, public information and training requirements. The Town Administrator and the Building Official collaborate on filling out the annual report.

Every five years there is an on-site audit that is performed by the Florida Department of Environmental Protection.

### **RENEW & REPLACE - 89**

**52. STREET WAYFINDING SIGNS** – This process has been started and a survey was done of neighboring towns. A new quote has been requested from Danny Powell at Signstar. Information should be included in the January 9, 2024 workshop for consideration.

**53. Turtle Bollard Lights** – There is \$49,652 allocated in the budget to begin replacing turtle bollard lights at the beach accesses. This is half of what the forecasted cost. Town Council recommended doing half this fiscal year and half next fiscal year.

## Master List of Deliverables and Processes

*This project is part of the Town's Succession Mitigation Planning. The Town Council passed Resolution 20-2023 on November 14, 2023*

This workbook is intended to be the Master Repository for recurring tasks and their frequency of reporting.

There is also a column to be marked that reflects whether or not instructions for how to perform the task/function has been inserted into the Position Handbook for the respective position.

The Master Calendar still needs to be set up. This Master Calendar will give the Council and Staff a point of reference for key tasks to be accomplished in any given month.

Employee Handbook - Master Reporting Planning Obligations

Description	Dept.	Department	Resp. Position	Frequency	Next Due	Date to Initiate	Deadline	Documentation of Process Complete (X) if Done
CPR & First Aid Training	All	All	Finance Director	Bi-Annually	2025			
BAA Chair & Vice Chair	11	Legislative	Clerk	Annual		April?		
MS4 Permit	22,66,88	Admin, Bldg, PS	Administrator	Annual				
MS4 Audit	22,66,88	Admin, Bldg, PS	Administrator	5-Year				
Key Card Access Audit	22	Administration	Admin. Asst.	Annual				
Schedule Monument Sign Maintenance	22	Administration	Admin. Asst.	Annual				
Schedule Monument Cleaning & Maintenance	22	Administration	Admin. Asst.	Annual				
Elevator License Renewal	22	Administration	Admin. Asst.	Annual				
Elevator Inspections to State	22	Administration	Admin. Asst.	Annual				
Schedule Hard Surface Floor Cleaning	22	Administration	Admin. Asst.	Bi-Annually		April & October		
Generator Maint. & Inspection/Vendor	22	Administration	Admin. Asst.	Bi-Annually				
Cleanout of CDS Units	22	Administration	Admin. Asst.	Bi-Annually		April & October		
Detailing of PS & Admin Vehicles/Wax	22	Administration	Admin. Asst.	Bi-Annually		April & October		
FCT Stewardship Report	22	Administration	Admin. Asst.					
FDOT - Hwy Light & Compensation Renew	22	Administration	Administrator	2028				
MS4 5 Year Cycle Audit & Permit	22	Administration	Administrator	5-Year				
COMP Plan	22	Administration	Administrator	7-Year	2030			
State of the Town Report to Mayor	22	Administration	Administrator	Annual				
MS4 Annual Report	22	Administration	Administrator	Annual				
Ethics Training	22	Administration	Administrator	Annual		January	End of June	
Renew ICMA Membership	22	Administration	Administrator	Annual		April	April	
Comprehensive Plan Updates	22	Administration	Administrator					
SWFWMD Inspections	22	Administration	Administrator					
Stormwater Needs Analysis	22	Administration	Administrator			2028		
Panic Button Alarm Monitoring Renewal	22	Administration	Administrator		March 2026			
Charter Review	22	Administration	Clerk	5-Year				
Website ADA Compliance Audit	22	Administration	Clerk	Annual				
Elections	22	Administration	Clerk	Annual				
Records Management Report to State	22	Administration	Clerk	Annual				
Earth Day Proclamation (Monarch Butterfly)	22	Administration	Clerk	Annual		March	April Council Meeting	
Upcoming Contract Renewals	22	Administration	Clerk	Monthly		Ongoing		
Council Meeting Agendas	22	Administration	Clerk	Monthly				
NPDES Presentation to Council	22	Administration	Engineer	Bi-Annually			Apr & Oct Council Mtgs	
Hurricane Awareness Party	22	Administration	Rec. Coord.	Annual		March	May	
St. Patrick's Day Festival	22	Administration	Rec. Coord.	Annual		November	Date of Event	
Recreation Teacher Agreements/Insurance	22	Administration	Rec. Coord.	Annual				
Memorial Day Picnic	22	Administration	Rec. Coord.	Annual				
CRS Annual Report	66	Building	Bldg. Official	Annual				
Building Permit Fee Review	66 & 33	Building	Bldg. Official	Annual				
Site Plan Review Fee	66 & 33	Building	Bldg. Official	Annual				
BCEGS Audit	66	Building	Bldg. Official					
CLEAR	66	Building	Bldg. Official					
CRS 5 Year Cycle Report	66	Building	Building Official	5-Year				
BCEGS Audit	66	Building	Building Official	Annual				
CRS Annual Report	66	Building	Building Official	Annual				
DBPR, etc.	66 & 33	Building	Permit Clerk	Quarterly				
Accounts Payable	33	Finance	Acctg. Spec.	Weekly				
Pay & Salary Classification Study	33	Finance	FD & Admin.	5-Year	2027			

Employee Handbook - Master Reporting Planning Obligations

Projects - 15 Year Plan

Cat.	Dept.	Item	Complete	Ongoing	In Process	1 Year	3 Years	5 Years	7 Years	10 Years	15 Years+	Notes
CapiADMINI	ADMIN	Admin Vehicle	X							2030		11/17/2023 - 2012 Toyota Corolla in service
Project	ADMIN	Amber Street Lights - Research for Duke Partnership/Compliance	X		X							2019 - Duke advised they are close to getting approval from FDOT for turtle lighting
Project	ADMIN	FEMA Grant - IRMA	X									
Project	ADMIN	Replace Buttonwoods @ Gateway - Duke Energy/Danny Powell	X									
Project	ADMIN	Security - Cameras and Panic Buttons installed in Muni Center	X									
Project	ALL	Tyler Tech Deployment	X									
Capital	ARTS	Monument Project	X									
Ord	ATTY	Charter Review	X							2032		11/17/2023 - Charter Review Completed with Nov. 2022 Election
Ord	ATTY	Ordinance - Turtle Lights/Leave no Trace	X									
Ord	ATTY	Ordinance 2013-01 - Revise Spending/Purchasing Limits	X									
Ord	ATTY/BO/ENG	Ordinance - Flood Ordinance	X									
Project	FIN	GBB Beautification - Billing - FDOT & County	X									
Policy	HR/TA	Review Personnel Manual - Send to Admin & Council	X									
Capital	PS	Excavator/Loader for Public Services	X							2033		
Project	PS	FEMA Work - Irma (Seawall, Fences, Fans, Signs)	X									
Capital	PS	Handicap Beach Access at Tiki	X							2033		
Capital	PS	Muni Center Elevators Hydraulic Oil Replacement	X							2033		
Capital	PS	Muni Center Painting & Sealing of Building Envelope	X							2026		2021 - Tom White Completed Next Due 2026
Capital	PS	Muni Center Painting of Interior	X							2026		
Capital	PS	Muni Center Parking Lot Resurface and Re-stripe	X							2026		
Capital	PS	Muni Center Replace Carpeting on Fourth Floor with some kind of Tile	X							2032		11/17/2023 - Replace Carpet on 4th Floor
Capital	PS	Muni Center Replace Carpeting on Second Floor Lobby	X									
Capital	PS	Muni Center Replace Carpeting on Second Floor Offices	X							2029		
Capital	PS	Muni Center Replace Carpeting on Second Floor Squad Room & Hallway	X							2029		
Capital	PS	Muni Center Replace Carpeting on Third Floor Lobby	X									
Capital	PS	Muni Center Replace Carpeting on Third Floor Offices	X									X
Capital	PS	Nature Park Boardwalk - RailingTop Replacement	X							2030		
Capital	PS	Public Services Vehicle Review & Needs Assessment	X				2024					11/17/2023 - New F-150 added to fleet - Gator to be replaced FY 24/25
Capital	PS	Review of Playground Equipment	X							2034		11/17/2023 - New equipment shipping 1/19/2024
Project	PS	Security Cameras located throughout Town	X							2026		11/17/2023 - Resurfaced in 2019
Capital	PS	Tennis Court Re-Surfacing	X									
Project	ADMIN	Convert FCT Reporting to 5-Year Cycle										
Fran	ADMIN	Franchise Agreement - Duke										
Fran	ADMIN	Franchise Agreement - Waste Solutions										
Project	ADMIN	LED retrofit of Muni Center Lighting				X				2030		
Project	ADMIN	PCSO Marine Unit Docks										
Policy	ADMIN	Public Services Policies & Procedures				X						
Project	ADMIN	Replace Street Wayfinding Signs										
Project	ADMIN	Storage Building for Public Services					2024					
Policy	ADMIN/ENG	MS4 Stormwater Permit				X						
Project	ALL	Position Handbooks				X						
Resol	ATTY	Move all fees, costs, etc. to one resolution for easy, consistent updating										
Ord	ATTY	Ordinance - "Floatopia" or other large-scale event ordinance										
Ord	ATTY	Ordinance - Blue Sky Code Enforcement - (How long to restore property?)										Result of issue of blue roof tarps being in place long after storm has passed. Timing?
Ord	ATTY	Ordinance - Derelict Vessel										
Ord	ATTY	Ordinance - Emergency Ordinances										
Ord	ATTY	Ordinance - Overnight Docking Ordinance?										
Ord	ATTY	Ordinance - Refresh and Update Entire Code										
Ord	ATTY	Ordinance - Rework Land Use Ordinances				X						
Ord	ATTY	Ordinance - Second Reading EAR Amendments				X				2030		
Ord	ATTY	Ordinance - Sign Ordinance										
Ord	ATTY	Ordinance - Temporary Housing (post disaster)										11/17/2023 - Pinellas County?
Policy	BLDG	Building Department Policies & Procedures				X						11/17/2023 - CBO coming in-house 12/2023 and will be working
Policy	BLDG	Building Department Scanning				X						2020/03/03-Applications being reviewed
Project	BLDG	Implement Senate Bill 4-D										
Policy	CLERK	Legislative Policies										
Project	FIN	Annual Inventory		X								
Project	FIN	Audit		X	X							
Project	FIN	Budget - Distinguished Budget Presentation Award - GFOA										
Policy	FIN	Debt Elimination		X	X							11/17/2023 - Email sent to Susan req'ng Debt Elimination Draft by 12/15/23

Projects - 15 Year Plan

Cat.	Dept.	Item	Complete	Ongoing	In Process	1 Year	3 Years	5 Years	7 Years	10 Years	15 Years+	Notes
Policy	FIN	Financial Policies & Procedures					2026					
Policy	FIN	FundBalance Justification Policy					2026					
Project	FIN	New Purchasing Policy			X							
Policy	FIN/IT	Security for credit card transactions including audit schedule										
Policy	HR/TA	Job Descriptions Reviewed, Refreshed and Signed by each Employee				2024						
Capital	MAYOR	BBQ in Pavilion			X							
Project	MAYOR	Raised Sidewalks and Curbing			X							
Policy	PD & TA	COOP Plan										
Policy	PD & TA	Emergency Management Plan										
Policy	PD & TA	Recovery Operations Plan										
Capital	PS	Beach Accesses - Remodel					2028					
Project	PS	Bike Racks					2026					
Capital	PS	Bob McEwen Park Kayak Launch & Pavilion (or other Improvements)					2028					
Capital	PS	Bus Shelters - Replace or Refresh - Coordinate with PSTA				2024						
Project	PS	Clean out area 193 - 192 (Confirm and Determine Town's Responsibility)										
Project	PS	Clean out Swale Behind Muni Center										
Capital	PS	Dune Walkovers - Refresh					2026					
Capital	PS	HVAC Project with Duke			X							
Project	PS	Install Generator in PS Building										
Project	PS	Lighting in Medians					2026					
Capital	PS	Muni Center Fire Alarm Panel Update/Refresh										
Capital	PS	Muni Center Fire Sprinkler System Update/Refresh										
Capital	PS	Muni Center Generator								X		11/17/23 - Generator Reconfiguration almost complete - waiting re elevator
Capital	PS	Muni Center Key Card Access System										
Project	PS	Muni Center Landscaping in Front of Building & Gateway & Signs					2028					
Capital	PS	Muni Center Overhead Doors - Sally Port			X					X		2022 - was advised doors are in good shape and replacement not necessary
Capital	PS	Muni Center Phone System										11/17/2023 - Email to Bill Basta inquiring about replacing phones
Project	PS	Muni Center Refrigerators (5)										11/17/2023 - Refrigerator replacements are in the budget but haven't been needed yet.
Capital	PS	Muni Center Roof Replacement								X		11/17/2023 - Inspection performed on Muni Roof & Pavilion Roof in Oct. 2023
Capital	PS	Nature Park Boardwalk - Piling Replacement								X		
Capital	PS	Nature Park Pavilions - Refresh - Re-roof					2028					
Project	PS	Nature Park Restrooms - Refresh					2026					
Project	PS	Public Services Maintenance Plan			X							
Project	PS	Replace Turtle Bollard Lights										
Event	REC	Christmas Party - Staff & Council										
Event	REC	Christmas Tree Lighting		X								
Event	REC	Health Fair - January										
Event	REC	Hurricane Awareness Party		X								
Event	REC	Mayor's Pancake Breakfast										
Event	REC	Memorial Day Picnic		X								
Event	REC	St. Patrick's Day		X								
Event	REC	Volunteer Appreciation Party (Jan/Feb)		X								11/17/2023 - Council decision to not include with Christmas on 11/14/2023

# INDIAN SHORES

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



## MEMORANDUM

**TO:** Honorable Mayor Patrick Soranno  
and Members of Council

**FROM:** Susan L. Scroggham, CMC, CBTO & Ld  
Director of Finance & Personnel

**DATE:** January 2, 2024

**RE:** Supplemental Financial Information for the month of November 2023

Cash account balances as of November 30, 2023:

- General Operating Account \$ 832,896.01
- Parking Revenue Account - Tiki \$ 166,267.65

Investment account balances as of November 30, 2023:

- FL Municipal Investment Trust \$ 1,696,719.26
- FL Cooperative Liquid Assets \$ 1,942,639.77

Total Cash Account and Investment Account Balance: \$4,638,522.69

General Operating Fund Summary:

- Total General Fund revenues received are 21.63% of the FY23-24 Budget.
- Ad Valorem tax distributions received are 25.54% of the FY23-24 Budget.
- General Fund operating expenses are on trend at 15.44% over 16.66%.

Capital Improvement Fund Summary:

- Infrastructure/Local Option Tax revenue is above trend at 19.53%.
- Total Capital Projects expenditures to date: \$135,163.32.

Patrick C. Soranno  
Mayor

Diantha Schear  
Vice Mayor

William F. (Bill) Smith  
Councilor

Michael (Mike) Petruccelli  
Councilor

Ellen A. Bauer  
Councilor

Bonnie Dhonau  
Town Administrator

Richard (Rick) Swann  
Chief of Police

Susan L. Scroggham, CMC  
Director of Finance  
and Personnel

Freddie G. Lozano, CMC  
Town Clerk

Brian Rusu  
Building Official

Regina Kardash, Esq.  
Town Attorney

				0.16667							
<b>TOWN OF INDIAN SHORES</b>											
<b>FINANCIAL SUMMARY</b>											
November 30, 2023											
<b>UNAUDITED</b>											
<b>FUND</b>	<b>FY22/23 BUDGET</b>	<b>POSITION YTD BUDGET</b>	<b>% YTD</b>	<b>ACTUAL YTD REVENUE</b>	<b>% ACTUAL</b>	<b>ACTUAL YTD EXPENSE</b>	<b>% ACTUAL</b>	<b>YTD CHANGE IN FUND BALANCE</b>			
GENERAL	\$ 5,183,820	\$ 863,970	17%	\$ 1,121,489	21.6%	\$ 800,177	15.4%	\$ 321,312			
ROAD & BRIDGE	\$ 207,938	\$ 34,656	17%	\$ 4,328	2.1%	\$ 13,549	6.5%	\$ (9,221)			
CAPITAL IMPROVMT	\$ 846,616	\$ 141,103	17%	\$ 135,340	16.0%	\$ 135,163	16.0%	\$ 177			
									<b>9/30/2023</b>	<b>CURRENT</b>	
						<b>restricted for:</b>			<b>BALANCE</b>	<b>balance</b>	
						POLICE EDUCATION			\$ 1,338.58	\$ 1,370.58	
						BEAUTIFICATION			\$ 35,780.17	35,571.54	



## Town of Indian Shores

**Budget Report**  
**Group Summary**

For Fiscal: 2023-2024 Period Ending: 11/30/2023

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 001 - GENERAL FUND</b>						
<b>Revenue</b>						
000 - UNDESIGNATED	5,183,820.00	5,183,820.00	865,531.74	1,121,488.85	-4,062,331.15	21.63%
Revenue Total:	<b>5,183,820.00</b>	<b>5,183,820.00</b>	<b>865,531.74</b>	<b>1,121,488.85</b>	<b>-4,062,331.15</b>	<b>21.63%</b>
<b>Expense</b>						
011 - LEGISLATIVE	77,539.00	77,539.00	6,806.04	12,592.09	64,946.91	16.24%
022 - ADMINISTRATIVE	799,379.38	799,379.38	79,835.46	133,881.02	665,498.36	16.75%
033 - FINANCE	498,415.20	498,415.20	51,986.86	141,119.67	357,295.53	28.31%
044 - BUILDING MAINTENANCE	77,636.00	77,636.00	378.98	1,884.24	75,751.76	2.43%
045 - PARKING	35,444.00	35,444.00	1,486.39	2,520.33	32,923.67	7.11%
055 - POLICE	2,056,819.00	2,056,819.00	163,631.74	352,218.34	1,704,600.66	17.12%
066 - BUILDING	438,861.20	438,861.20	30,039.47	40,402.15	398,459.05	9.21%
077 - LIBRARY	7,300.00	7,300.00	553.50	778.50	6,521.50	10.66%
088 - PUBLIC SERVICE	523,354.48	523,354.48	39,612.63	73,416.93	449,937.55	14.03%
089 - RENEWAL AND REPLACEMENT	129,587.92	129,587.92	0.00	41,363.30	88,224.62	31.92%
090 - TRANSFERS	539,483.82	539,483.82	0.00	0.00	539,483.82	0.00%
Expense Total:	<b>5,183,820.00</b>	<b>5,183,820.00</b>	<b>374,331.07</b>	<b>800,176.57</b>	<b>4,383,643.43</b>	<b>15.44%</b>
Fund: 001 - GENERAL FUND Surplus (Deficit):	0.00	0.00	491,200.67	321,312.28	321,312.28	0.00%
<b>Fund: 011 - ROAD AND BRIDGE</b>						
<b>Revenue</b>						
000 - UNDESIGNATED	207,938.00	207,938.00	2,106.28	4,328.08	-203,609.92	2.08%
Revenue Total:	<b>207,938.00</b>	<b>207,938.00</b>	<b>2,106.28</b>	<b>4,328.08</b>	<b>-203,609.92</b>	<b>2.08%</b>
<b>Expense</b>						
088 - PUBLIC SERVICE	207,938.00	207,938.00	6,786.07	13,549.37	194,388.63	6.52%
Expense Total:	<b>207,938.00</b>	<b>207,938.00</b>	<b>6,786.07</b>	<b>13,549.37</b>	<b>194,388.63</b>	<b>6.52%</b>
Fund: 011 - ROAD AND BRIDGE Surplus (Deficit):	0.00	0.00	-4,679.79	-9,221.29	-9,221.29	0.00%
<b>Fund: 300 - CAPITAL IMPROVEMENT FUND</b>						
<b>Revenue</b>						
000 - UNDESIGNATED	846,615.82	846,615.82	122,420.24	135,339.91	-711,275.91	15.99%
Revenue Total:	<b>846,615.82</b>	<b>846,615.82</b>	<b>122,420.24</b>	<b>135,339.91</b>	<b>-711,275.91</b>	<b>15.99%</b>
<b>Expense</b>						
033 - FINANCE	449,920.58	449,920.58	0.00	0.00	449,920.58	0.00%
044 - BUILDING MAINTENANCE	129,032.24	129,032.24	20,148.61	20,148.61	108,883.63	15.62%
055 - POLICE	117,000.00	117,000.00	0.00	70,454.26	46,545.74	60.22%
088 - PUBLIC SERVICE	150,663.00	150,663.00	0.00	44,560.45	106,102.55	29.58%
Expense Total:	<b>846,615.82</b>	<b>846,615.82</b>	<b>20,148.61</b>	<b>135,163.32</b>	<b>711,452.50</b>	<b>15.97%</b>
Fund: 300 - CAPITAL IMPROVEMENT FUND Surplus (Deficit):	0.00	0.00	102,271.63	176.59	176.59	0.00%
Report Surplus (Deficit):	0.00	0.00	588,792.51	312,267.58	312,267.58	0.00%

**Fund Summary**

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	0.00	0.00	491,200.67	321,312.28	321,312.28
011 - ROAD AND BRIDGE	0.00	0.00	-4,679.79	-9,221.29	-9,221.29
300 - CAPITAL IMPROVEMENT FUN	0.00	0.00	102,271.63	176.59	176.59
<b>Report Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>588,792.51</b>	<b>312,267.58</b>	<b>312,267.58</b>