

**City Council Meeting  
Agenda Packet  
Tuesday, November 1, 2011  
7:00 pm**



**City of Gulfport Florida**  
**Regular City Council Meeting**  
**Tuesday, November 1, 2011**

City Hall – 2401 53<sup>rd</sup> Street South, Gulfport, FL 33707

7:00 p.m.

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**AGENDA**

Call to Order

Invocation given by Councilmember Samuel Henderson

Pledge of Allegiance

Roll Call:

Presentations: Halloween Decoration Contest Winners

1. Public Session.

2. City Manager Report.

3. City Attorney Report.

4. City Clerk Report.

5. Consent:

a. Consider approval of the Council Meeting minutes of October 4, 2011.

b. Resolution No. 2011-63: A resolution of the City of Gulfport, Florida, authorizing the city manager to enter into a Bright House Networks Business Solutions Services Agreement; and providing for an effective date.

c. Resolution No. 2011-64: A resolution of the City of Gulfport, Florida, authorizing the city manager to purchase replacement police vehicles; and providing for an effective date.

d. Resolution No. 2011-65: A resolution of the City of Gulfport, Florida, authorizing the city manager to purchase a replacement Hall-Mark Fire Apparatus, Emergency One eMAX Rescue Pumper; and providing for an effective date.

6. Ordinances:

a. 2011-13,      Second Reading and Public Hearing: An ordinance of the City of Gulfport, Florida, amending Chapter 17, Streets, Sidewalks, Parks, and Parkways, Article II, Parks, establishing Section 17-31, cigarettes, cigars, and tobacco products prohibited; enforcement, remedies and penalties; providing for the repeal of ordinances, or parts of ordinance in conflict herewith, to the extent of such conflict; providing for severability; and providing for an effective date.

- b. 2011-20, Second Reading and Public Hearing: An ordinance of the City of Gulfport, Florida, amending Chapter 6, Beaches, Boats, Boating and Waterfront Structures, by amending Article I, Section 6-1, Definitions, by resetting the position of the beginning point of the beach as described in Subsection (3); providing for the repeal of ordinances, or parts of ordinances, in conflict herewith, to the extent of such conflict; providing for severability; and providing for an effective date.
- c. 2011-21, Second Reading and Public Hearing: An ordinance of the City of Gulfport, Florida, amending Chapter 12, Health and Sanitation, by establishing Article III, Special Master Supplemental Code Enforcement; Sec. 12-14, Definitions; Sec. 12-15, Creation, Establishment; Sec. 12-16, Clerk; Sec. 12-17, Civil Offenses and Penalties; Sec. 12-18, Special Master Qualifications and Removal; Sec. 12-19, Enforcement Procedures; Sec. 12-20, Prehearing Administrative Enforcement Costs; Sec. 12-21, Service of Notice; Sec. 12-22, Contents of Notice, Schedule and Conduct of Special Master Hearing; Sec. 12-23, Recovery of Unpaid Civil Penalties; Unpaid Penalty to Constitute a Lien; Foreclosure; Sec. 12-24, Appeals; Sec. 12-25, Reserved; providing for the repeal of ordinances, or parts of ordinances, in conflict herewith, to the extent of such conflict; providing for severability; and providing for an effective date.

#### 7. Resolutions:

- a. 2011-66, A resolution of the City of Gulfport, Florida, authorizing the city manager to enter into an agreement with the Pinellas County Sheriff for provision of Computer Aided Dispatch (CAD), Records Management System (RMS), and Traffic Crash Reporting System for Fiscal Year 2011/2012; and providing for an effective date.
- b. 2011-67, A resolution of the City of Gulfport, Florida, authorizing the city manager to enter into an agreement with the Pinellas County Sheriff for Gulfport Police Department access to specified Criminal Justice Information Systems; and providing for an effective date.

#### 8. Old Business.

#### 9. New Business.

#### 10. Council Reports.

#### 11. Adjournment.

Any person who decides to appeal any decision of the City Council with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the City Clerk to transcribe verbatim minutes; therefore, the applicant must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense. Any person with a disability requiring reasonable accommodation in order to participate in this meeting should call (727) 893-1000 or fax a written request to (727) 893-1008. Posted: October 28, 2011

## **Presentation**

**Agenda Item No. 1  
Public Session**

**Agenda Item No. 2  
City Manager Report**

**Agenda Item No. 3  
City Attorney Report**

**Agenda Item No. 4  
City Clerk Report**

**Consent**  
**Agenda Item No. 5-a**  
**Minutes**

**City of Gulfport Florida**  
**Regular City Council Meeting Minutes**  
**Tuesday, October 4, 2011**

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The regular Meeting of the Gulfport City Council was held on Tuesday, October 4, 2011 in the City Hall, City Council Chambers, located at 2401 - 53rd Street South, Gulfport, Florida.

Michael J. Yakes, Mayor, called the meeting to order at 7:00 p.m. The invocation was given by Vice Mayor David Hastings, followed by the Pledge of Allegiance.

**Roll Call:**

Present were Councilmembers Samuel Henderson, Jennifer Salmon, and Barbara Banno; Vice Mayor David Hastings, Mayor Michael J. Yakes; City Manager James O'Reilly; City Attorney Andrew Salzman and City Clerk Lesley DeMuth.

Mayor Yakes explained the procedures for public speaking at the meeting.

**1. Public Session.**

Forrest Easton, St. Petersburg, began a comment on the smoking ban ordinance to which Mayor Yakes advised he would need to come forward when the Ordinance is called.

Amy Oatley, 5137 29<sup>th</sup> Avenue S., thanked council for making the difficult budget decisions and the new sign for Clymer Park, and asked again for the re-establishment of a Public Arts Advisory Committee.

**2. City Manager Report.**

City Manager O'Reilly advised the automated phone system will be implemented on Thursday and the current employee will be re-assigned to a part-time clerical position in Code Enforcement.

**3. City Attorney Report.** None.

**4. City Clerk Report.**

City Clerk DeMuth advised the Presidential Preference Primary will be held January 31, 2012 and qualifying for the city's March 13, Municipal Election will begin December 5 and end December 12. In response to a question by Councilmember Salmon, City Clerk DeMuth advised the charter questions will be included on the March 13, ballot if passed.

**5. Consent:**

- a. Consider approval of the Council Meeting Minutes of September 6, and September 8, 2011.

- b. Resolution No. 2011-57: A resolution of the City of Gulfport, Florida, supporting the One Bay Regional Vision; and providing for an effective date.
- c. Resolution No. 2011-58: A resolution of the City of Gulfport, Florida, requesting the Pinellas County Commission reconsider restoring funding for roadway improvements on 22<sup>nd</sup> Avenue South; and providing for an effective date.

City Clerk DeMuth read the consent agenda.

Motion by Councilmember Henderson, second by Councilmember Banno to approve the consent agenda.

UNANIMOUS APPROVAL BY ACCLAMATION

**6. Ordinances:**

- a. 2011-13, An ordinance of the City of Gulfport, Florida, amending Chapter 17, Streets, Sidewalks, Parks, and Parkways, Article II, Parks, establishing Section 17-31, cigarettes, cigars, and tobacco products prohibited; enforcement, remedies and penalties; providing for the repeal of ordinances, or parts of ordinance in conflict herewith, to the extent of such conflict; providing for severability; and providing for an effective date. (Tabled: September 6, 2011)

City Clerk DeMuth read Ordinance No. 2011-13 by title only.

City Manager O'Reilly explained amendments made to the ordinance which incorporate athletic facilities and playgrounds. City Attorney Salzman explained minor changes he will be making to the ordinance to ensure that it is in conformity with how the city gives notice to appear and that fines will be that which are established by Pinellas County. City Attorney Salzman addressed concerns raised with language contained in the Indoor Smoking Act.

Mayor Yakes opened for public discussion.

The following individuals spoke in support of the ordinance:

Forrest Easton, 5200 28<sup>th</sup> Street North; Michelle Gray, St. Petersburg; Suzie Gonzales Barr, 10655 Crowberry Loop, Land-O-Lakes; Rose Marie Seawall, 6075 Shore Boulevard S.; Gina Burke, 5659 Shore Boulevard S.; and Doug Hudson, 5525 Gulfport Boulevard S.

Neither hearing nor seeing anyone else who wished to speak, Mayor Yakes closed the public discussion.

Motion by Vice Mayor Hastings, second by Councilmember Banno to approve Ordinance No. 2011-13.

Vice Mayor Hastings spoke about the Florida Clean Air Act, information he received from other cities that have passed a smoking ban ordinance, and the health hazards of tobacco.

Councilmember Henderson stated it was his understanding this was a litter issue and noted he did not want to violate anyone's rights outdoors. He questioned if the children's play areas needed to be specified in the ordinance and council's agreement to propose this on a trial basis for one year. City Attorney Salzman advised that as long as there is some internal designation of these places, that meets the definition; these areas did not need to specifically be designated in the ordinance.

Councilmember Salmon said her understanding of the ordinance was that it will be reviewed by council in one year and asked for clarification of the wording in the ordinance. She questioned how enforcement will be addressed and the legal issues of same, if there will be designated smoking areas and proposed implementing signs to address the smoking ban as well as littering problems. City Manager O'Reilly explained the enforcement techniques that will be utilized. Discussion was had regarding defining the playground areas for designated non-smoking areas.

Vice Mayor Hastings said he was not in favor of sunseting the ordinance, since an ordinance can be modified at any time. The difference between a sunset and a review was discussed, and City Attorney Salzman suggested language relating to the review of the ordinance in one year.

Councilmember Banno said she would like to see the ordinance pass and would be in favor of putting it in place for one year. She talked about how the non-smoking ban could bring more families and tourism to the area and about the littering problem as it is connected to smoking.

Mayor Yakes said the ordinance has validity and spoke of the health issues related to smoking.

Motion by Vice Mayor Hastings, second by Councilmember Banno to approve Ordinance No. 2011-13.

ROLL CALL:	VICE MAYOR HASTINGS	YES
	COUNCILMEMBER HENDERSON	YES
	COUNCILMEMBER SALMON	YES
	COUNCILMEMBER BANNO	YES
	MAYOR YAKES	YES

MOTION CARRIED.

Motion by Councilmember Salmon, second by Councilmember Henderson to review Ordinance No. 2011-13 if passed on second reading in one year from date of its adoption.

ROLL CALL:	VICE MAYOR HASTINGS	NO
	COUNCILMEMBER HENDERSON	YES
	COUNCILMEMBER SALMON	YES
	COUNCILMEMBER BANNO	YES
	MAYOR YAKES	YES

MOTION CARRIED 4-1.

City Clerk DeMuth advised the Second Reading and Public Hearing will be November 1, 2011.

- b. 2011-20, An ordinance of the City of Gulfport, Florida, amending Chapter 6, Beaches, Boats, Boating and Waterfront Structures, by amending Article I, Section 6-1, Definitions, by resetting the position of the beginning point of the beach as described in Subsection (3); providing for the repeal of ordinances, or parts of ordinances, in conflict herewith, to the extent of such conflict; providing for severability; and providing for an effective date.

City Clerk DeMuth read Ordinance No. 2011-20 by title only.

City Manager O'Reilly explained the Ordinance, and provided an overhead delineating the new boundary. In response to questions by council, City Manager O'Reilly explained how the designated smoking areas are delineated by the fences. Vice Mayor Hastings spoke about the cigarette butts found on the outside of fences.

Mayor Yakes opened for public discussion. Neither hearing nor seeing anyone who wished to speak, Mayor Yakes closed the public discussion.

Motion by Councilmember Henderson, second by Councilmember Banno to approve Ordinance No. 2011-20.

ROLL CALL:	VICE MAYOR HASTINGS	YES
	COUNCILMEMBER HENDERSON	YES
	COUNCILMEMBER SALMON	YES
	COUNCILMEMBER BANNO	YES
	MAYOR YAKES	YES

MOTION CARRIED.

- c. 2011-21, An ordinance of the City of Gulfport, Florida, amending Chapter 12, Health and Sanitation, by establishing Article III, Special Master Supplemental Code Enforcement; Sec. 12-14, Definitions; Sec. 12-15, Creation, Establishment; Sec. 12-16, Clerk; Sec. 12-17, Civil Offenses and Penalties; Sec. 12-18, Special Master Qualifications and Removal; Sec. 12-19, Enforcement Procedures; Sec. 12-20, Prehearing Administrative Enforcement Costs; Sec. 12-21, Service of Notice; Sec. 12-22, Contents of Notice, Schedule and Conduct of Special Master Hearing; Sec. 12-23, Recovery of Unpaid Civil Penalties; Unpaid Penalty to Constitute a Lien; Foreclosure; Sec. 12-24, Appeals; Sec. 12-25, Reserved; providing for the repeal of ordinances, or parts of ordinances, in conflict herewith, to the extent of such conflict; providing for severability; and providing for an effective date.

City Clerk DeMuth read Ordinance No. 2011-21 by title only.

The Ordinance was explained by City Manager O'Reilly and City Attorney Salzman.

Councilmember Salmon questioned how the Magistrate is paid to which City Attorney Salzman said he would check into the language. He explained the ethics involved in the arbitration process, court system procedures and council's desire for the code violations to be corrected instead of having a fine imposed.

In response to questions, Fred Metcalf, Community Development Director, stated he did not have an exact number of how many citizens go before the county court system, but estimated it being two a year and noted that they are usually fined and continue to repeat the offense. He also explained his procedure for the zero tolerance code enforcement. Councilmember Salmon said she thought the code ordinances and fines need to be reviewed to which City Attorney Salzman advised the fine will be up to the discretion of the Magistrate.

Mayor Yakes opened for public discussion.

Doug Hudson, 5525 Gulfport Boulevard S., said the goal of code enforcement should be to remedy code violations and urged council to adopt this ordinance.

Bryan Hilbert, 2526 54<sup>th</sup> Street S., questioned why a magistrate is needed if the code enforcement officer stated that it is rare for an enforcement issue to go forward to the court system.

Bob Newcomb, 921 Fremont Street S., comment on his opinion of the workshop process.

Michael Schnippering, 2610 Upton Street S., spoke in favor of reviewing the codes and enforcement by the City.

Neither hearing nor seeing anyone else who wished to speak, Mayor Yakes closed the public discussion.

Motion by Councilmember Henderson, second by Councilmember Banno to approve Ordinance No. 2011-21.

Vice Mayor Hastings said he has heard from citizens that the City needs to be more aggressive in enforcing codes and he thinks the Magistrate seems to be the best way to address this issue.

Councilmember Salmon asked if there was a way to specify that the special magistrate will not be implemented until the ordinances have been reviewed to which City Attorney Salzman advised the Ordinance could be adopted and council could determine when it would take effect. Councilmember Salmon expressed her desire to have a process that is fair, that there is a separation of powers and that enforcement is based on the codes that they want enforced.

ROLL CALL:	VICE MAYOR HASTINGS	YES
	COUNCILMEMBER HENDERSON	YES
	COUNCILMEMBER SALMON	NO
	COUNCILMEMBER BANNO	YES
	MAYOR YAKES	YES

MOTION CARRIED 4-1.

- d. 2011-22, An ordinance of the City of Gulfport, Florida, submitting to the city electors, a referendum question on amendment to the City of Gulfport Charter, Article I, The Corporation, Section 103, Extraterritorial Powers; providing for amending title to Acquisition and Disposal of Properties; prohibiting the sale, trade, vacation or

giving away of any real property which provides park, beach, recreational lands, beach access or submerged lands without referendum approval of the city's electorate; establishing the question to appear on the general election ballot occurring on March 13, 2012; providing for publication in accordance with the law; providing for the repeal of ordinances, or parts of ordinances, in conflict herewith, to the extent of such conflict; providing for severability; and providing for an effective date.

City Clerk DeMuth read Ordinance No. 2011-22 by title only.

City Attorney Salzman explained the Ordinance.

Mayor Yakes opened for public discussion. Neither hearing nor seeing anyone who wished to speak, Mayor Yakes closed the public discussion.

Motion by Councilmember Henderson, second by Councilmember Banno to approve Ordinance No. 2011-22.

ROLL CALL:	VICE MAYOR HASTINGS	YES
	COUNCILMEMBER HENDERSON	YES
	COUNCILMEMBER SALMON	YES
	COUNCILMEMBER BANNO	YES
	MAYOR YAKES	YES

MOTION CARRIED.

e. 2011-23, An ordinance of the City of Gulfport, Florida, submitting to the city electors, a referendum question on amendment to the City of Gulfport Charter, Article I, The Corporation, Section 103, Extraterritorial Powers; prohibiting the sale, trade, vacation or giving away of any real property used for administrative and support facilities during the pendency of the administrative and support facilities use, except after a referendum of the city's electorate; establishing the question to appear on the general election ballot occurring on March 13, 2012; providing for publication in accordance with the law; providing for the repeal of ordinances, or parts of ordinances, in conflict herewith, to the extent of such conflict; providing for severability; and providing for an effective date.

City Clerk DeMuth read Ordinance No. 2011-23 by title only.

City Attorney Salzman explained the Ordinance.

Mayor Yakes opened for public discussion. Neither hearing nor seeing anyone who wished to speak, Mayor Yakes closed the public discussion.

Motion by Councilmember Henderson, second by Councilmember Salmon to approve Ordinance No. 2011-23:

ROLL CALL:	VICE MAYOR HASTINGS	YES
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COUNCILMEMBER HENDERSON	YES
COUNCILMEMBER SALMON	YES
COUNCILMEMBER BANNO	YES
MAYOR YAKES	YES

MOTION CARRIED.

f. 2011-24, An ordinance of the City of Gulfport, Florida, submitting to the city electors, a referendum question on amendment to the City of Gulfport Charter, Article I, The Corporation, Section 103, Extraterritorial Powers; providing for the affirmative vote of a minimum of four (4) city council members to establish a referendum election; establishing the question to appear on the general election ballot occurring on March 13, 2012; providing for publication in accordance with the law; providing for the repeal of ordinances, or parts of ordinances, in conflict herewith, to the extent of such conflict; providing for severability; and providing for an effective date.

City Clerk DeMuth read Ordinance No. 2011-24 by title only.

City Attorney Salzman explained the Ordinance.

Motion by Councilmember Henderson, second by Councilmember Banno to approve Ordinance No. 2011-24.

In response to a question by Vice Mayor Hastings, City Attorney Salzman explained four members of the city council would have to call for the referendum vote and there could be no sale of the support facilities unless the building(s) are no longer in use.

Mayor Yakes opened for public discussion. Neither hearing nor seeing anyone who wished to speak, Mayor Yakes closed the public discussion.

ROLL CALL:	VICE MAYOR HASTINGS	YES
	COUNCILMEMBER HENDERSON	YES
	COUNCILMEMBER SALMON	YES
	COUNCILMEMBER BANNO	YES
	MAYOR YAKES	YES

MOTION CARRIED.

g. 2011-25, An ordinance of the City of Gulfport, Florida, submitting to the city electors, a referendum question on amendment to the City of Gulfport Charter, Article III, Legislative, Section 306, Vacancies; Filling of Vacancies, providing for the filling of vacancies within thirty (30) days of said vacancy, providing for filling of vacancies when less than a quorum exists, providing for extraordinary vacancies; establishing the question to appear on the general election ballot occurring on March 13, 2012; providing for publication in accordance with the law; providing for the repeal of ordinances, or parts of ordinances, in conflict herewith, to the

extent of such conflict; providing for severability; and providing for an effective date.

City Clerk DeMuth read Ordinance No. 2011-25 by title only.

City Attorney Salzman explained the ordinance.

Mayor Yakes opened for public discussion. Neither hearing nor seeing anyone who wished to speak, Mayor Yakes closed the public discussion.

Motion by Councilmember Henderson, second by Councilmember Banno to approve Ordinance No. 2011-25.

In response to a question by Councilmember Salmon, City Attorney Salzman explained the language of the referendum question.

ROLL CALL:	VICE MAYOR HASTINGS	YES
	COUNCILMEMBER HENDERSON	YES
	COUNCILMEMBER SALMON	YES
	COUNCILMEMBER BANNO	YES
	MAYOR YAKES	YES

MOTION CARRIED.

h. 2011-26, An ordinance of the City of Gulfport, Florida, submitting to the city electors, a referendum question on an amendment to the City of Gulfport Charter, Article V, Qualifications and Elections, Section 509, Public Supervision and Information; providing for candidates to appoint watchers and challengers at each polling place in accordance with Florida Law; establishing the question to appear on the general election ballot occurring on March 13, 2012; providing for publication in accordance with the law; providing for the repeal of ordinances, or parts of ordinances, in conflict herewith, to the extent of such conflict; providing for severability; and providing for an effective date.

City Clerk DeMuth read Ordinance No. 2011-26 by title only.

City Attorney Salzman explained the Ordinance.

Mayor Yakes opened for public discussion. Neither hearing nor seeing anyone who wished to speak, Mayor Yakes closed the public discussion.

Motion by Councilmember Henderson, second by Councilmember Banno to approve Ordinance No. 2011-26.

ROLL CALL:	VICE MAYOR HASTINGS	YES
	COUNCILMEMBER HENDERSON	YES
	COUNCILMEMBER SALMON	YES

COUNCILMEMBER BANNO	YES
MAYOR YAKES	YES

MOTION CARRIED.

- i. 2011-27, An ordinance of the City of Gulfport, Florida, submitting to the city electors, a referendum question on amendment to the City of Gulfport Charter, Article X, General Provisions, Section 1005, Improvements, Financial Limitation; providing for clarification of limitation of expenditures per calendar year; establishing the question to appear on the general election ballot occurring on March 13, 2012; providing for publication in accordance with the law; providing for the repeal of ordinances, or parts of ordinances, in conflict herewith, to the extent of such conflict; providing for severability; and providing for an effective date.

City Clerk DeMuth read Ordinance No. 2011-27 by title only.

City Attorney Salzman explained the Ordinance.

Mayor Yakes opened for public discussion. Neither hearing nor seeing anyone who wished to speak, Mayor Yakes closed the public discussion.

Motion by Councilmember Banno, second by Councilmember Salmon to approve Ordinance No. 2011-27.

ROLL CALL:	VICE MAYOR HASTINGS	YES
	COUNCILMEMBER HENDERSON	YES
	COUNCILMEMBER SALMON	YES
	COUNCILMEMBER BANNO	YES
	MAYOR YAKES	YES

MOTION CARRIED.

## 7. Resolutions:

- a. 2011-59, A resolution of the City of Gulfport, Florida authorizing the city manager to use Federal Equitable Sharing Funds for the purchase of fitness-testing equipment for the police department; and providing for an effective date.

City Clerk DeMuth read Resolution No. 2011-59 by title only.

City Manager O'Reilly explained the Resolution.

Mayor Yakes opened for public discussion. Neither hearing nor seeing anyone who wished to speak, Mayor Yakes closed the public discussion.

Motion by Councilmember Banno, second by Councilmember Salmon to approve Resolution No. 2011-59.

Vice Mayor Hastings asked what equipment was to be purchased to which Police Chief Vincent replied equipment to build an obstacle course for fitness testing and a dummy drag.

ROLL CALL:	VICE-MAYOR HASTINGS	YES
	COUNCILMEMBER HENDERSON	YES
	COUNCILMEMBER SALMON	YES
	COUNCILMEMBER BANNO	YES
	MAYOR YAKES	YES

MOTION CARRIED.

b. 2011-60, A resolution of the City of Gulfport, Florida amending Resolution No. 2011-49; providing for corrections in the marina fee schedule; and providing for an effective date.

City Clerk DeMuth read Resolution No. 2011-60 by title only.

City Manager O'Reilly explained the Resolution.

Mayor Yakes opened for public discussion. Neither hearing nor seeing anyone who wished to speak, Mayor Yakes closed the public discussion.

Motion by Councilmember Henderson, second by Councilmember Salmon to approve Resolution No. 2011-60.

ROLL CALL:	VICE MAYOR HASTINGS	YES
	COUNCILMEMBER HENDERSON	YES
	COUNCILMEMBER SALMON	YES
	COUNCILMEMBER BANNO	YES
	MAYOR YAKES	YES

MOTION CARRIED.

### **8. Old Business.**

Vice Mayor Hastings spoke on the Federal Emergency Management Agency's LOMAR approval letter which was received and mailed for the 90 day comment period.

Councilmember Henderson asked for authorization to attend the County Commissions Capital Improvements Plan Meeting to present Resolution No. 2011-58, to which council agreed.

### **9. New Business.**

Councilmember Salmon asked consideration on giving city employees President's Day off as a holiday since there have been no salary increases to which City Manager O'Reilly advised he would bring the cost figures back to council. Councilmember Salmon also asked if council, in a workshop, could discuss live-a-boards at the marina to which City Manager O'Reilly replied staff is looking into this issue and it will be brought back before council.

Councilmember Banno asked council to discuss creating a Public Arts Advisory Committee.

**10. Council Reports.**

Vice Mayor Hastings reported on a lunch meeting he had with the principle of Boca Ciega High School and encouraged councilmember to participate in the Great American Teach-In on November 17. In addition, he reported that October 28, is the tour for the school's new facilities.

Councilmember Henderson reported on the success of the Keep Gulfport Weird Mini-triathlon and BluesFest, and thanked all the sponsors, musicians, volunteers and city employees. Councilmember Henderson asked for council authorization to have his annual block party on October 29, and this was agreed upon by council.

Councilmember Salmon reported on her attendance at the triathlon and BluesFest; thanking CERT for their help, her upcoming town hall meeting, the Area 1 Crime Awareness Group pot luck dinner, the upcoming community band concert, the Veterans Day parade and Green Saturday, an event hosted by the Growing Greener Group.

Councilmember Banno reported on the upcoming Gulfport Merchants Social.

Mayor Yakes reported on the upcoming Birthday Bash, and that he would be involved with the R.O.T.C. at Boca Ciega for the Great American Teach-in.

**12. Adjournment.**

Motion by Vice Mayor Hastings, second by Councilmember Banno to adjourn.

Date Approved: \_\_\_\_\_

\_\_\_\_\_  
Michael J. Yakes, Mayor

\_\_\_\_\_  
Lesley DeMuth, City Clerk

**Consent**  
**Agenda Item No. 5-b**  
**Resolution No. 2011-63**



## GULFPORT CITY COUNCIL AGENDA MEMORANDUM

**FROM:** Sam Rivera, Information Technology Director

**DATE:** November 1, 2011

**AGENDA ITEM:** 5-b

**RESOLUTION NO:** 2011-63

**SUBJECT:** Renewal of Bright House Networks Business Solutions Services Agreement with the addition of voice service

**RECOMMENDATION:** Authorize the City Manager to enter into a Three Year Agreement with Bright House Networks for Off-Site City Computer Network, Internet Access and Voice Service.

**BACKGROUND:**

The City has used Bright House Networks since 2007 to provide high speed computer access for all off-site city buildings. The City also uses the State of Florida DMS to provide voice service (telephone) for all City buildings.

**ANALYSIS:**

Over the last four years the City has contracted with Bright House to provide data connection services to all City buildings. The connection uses fiber optic cabling in the Bright House private network. Staff has been pleased with the quality of the service and the responsiveness of Bright House support personnel.

In addition to increasing the data connection speed to all city buildings, Bright House has proposed adding voice services. The State of Florida Department of Management Services (DMS) is our current voice service provider. The City was required to stay with DMS because DMS owned the phone numbers used by Gulfport. A recent change by the State Legislature allowed public entities to replace DMS as their voice service provider and take their phone numbers with them. The cost savings is dramatic and will allow the City to double the speed for data services and still save money.

Staff recommends increasing the data connection speed to off-site city building in order to meet the minimum required connection speed of our financial services software. Incode requires a 10Mb connection to function properly and the city has a 5Mb connection.

Staff further recommends increasing the internet connection speed from 10Mb to 20Mb to improve the quality of GTV615 web-streaming and accommodate future use of internet based solutions to conduct city business.

**FINANCIAL IMPACT:**

Currently the City is paying DMS an average of \$1,920 per month and Bright House \$3,650 per month for a total of \$5,570 per month. With the approval of this contract the City will terminate services with DMS and expand services with Bright House. The new cost of services with Bright House would be \$5,175 per month. A savings of \$395 per month will be realized. Funds are available in the FY12 city budget.

**MOTION:**

Move to approve/deny Resolution No. 2011-63 authorizing the City Manager to enter into a Bright House Networks Business Solutions Services Agreement.

RESOLUTION NO. 2011-63

A RESOLUTION OF THE CITY OF GULFPORT, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A BRIGHT HOUSE NETWORKS BUSINESS SOLUTIONS SERVICES AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The city has used Bright House Networks to provide high speed computer access for all off-site city buildings and to provide data connection services to all city buildings; and

WHEREAS, Bright House Networks has proposed adding voice services, a service currently provided by the State of Florida Department of Management Services (DMS), at a dramatic cost savings; and

WHEREAS, Staff has been pleased with the quality of the service and the responsiveness of Bright House support personnel.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GULFPORT, FLORIDA:

**Section 1.** The City Manager is hereby authorized to enter into a three-year agreement with Bright House Networks Business Solutions for off-site city computer network, internet access and voice services.

**Section 2.** This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 1st day of November, 2011 by the Council of the City of Gulfport, Florida.

\_\_\_\_\_  
Michael J. Yakes, Mayor

ATTEST:

\_\_\_\_\_  
Lesley DeMuth, City Clerk

**Consent**  
**Agenda Item No. 5-c**  
**Resolution No. 2011-64**



# GULFPORT CITY COUNCIL

## AGENDA MEMORANDUM

**FROM:** Robert Vincent, Chief of Police

**DATE:** 11/1/11

**AGENDA ITEM:** 5-c

**RESOLUTION NO:** 2011-64

**SUBJECT:** Replacement Police Vehicle Purchase

**RECOMMENDATION: (or)**

**DIRECTION REQUESTED:**

It is requested that the Council authorize the City Manager to purchase two replacement police vehicles from Maroone Dodge of Pembroke Pines under the 2011 Florida Sheriff's Association bid #11-19-0907.

### **BACKGROUND:**

The Police Department has historically replaced its vehicles when they reach approximately 80,000 miles. This has been a standard supported by the police commanders as well as the central garage supervisor due to the critical nature of these vehicles and the need to keep them in top performing condition. With 80,000 miles on the odometer, a police car's engine typically has the equivalent of over 100,000 miles due to the amount of time spent idling. With this being the case, the police department has projected vehicle replacement into the capital improvement plan, which has been approved by Council. This year, the budget reflects the replacement of three vehicles, two of which are above the city manager's spending authorization threshold. All of these vehicles are anticipated to have over 90,000 miles at the time of replacement.

### **ANALYSIS:**

#### Which Vehicle to buy

Police vehicles must be capable of handling the stresses associated with pursuits and response to emergencies. Emergency response vehicles are specifically designed and marketed by their manufacturers for police use, having enhanced cooling, charging, braking, and suspension systems. Vehicles without these enhancements would significantly increase our liability risk as well as our future maintenance costs.

The Michigan State Police annually conduct a thorough test and analysis of all vehicles offered for sale in the United States which are marketed by their manufacturers for police use. For 2011-

2015, four vehicles were manufacturer-certified to be used in police pursuits or emergency responses: the Chevrolet Impala, Chevrolet Tahoe, Chevrolet Caprice, Ford Police Interceptor, and Dodge Charger.

Although the Chevrolet Impala is the least expensive alternative, the police department and the central garage recommend that we purchase the Dodge Charger for the following reasons:

- The Charger is a traditional rear-wheel-drive layout, which is what all of the police officers have been trained to drive. The front-drive layout of the Impala and the Ford PI requires very different driving techniques when the vehicle is used in emergency or pursuit driving, and it could be very dangerous to operate a mixed fleet requiring officers to remember which kind of car they are driving when an emergency situation arises.
- The front-drive layout tends to require more maintenance due to the front-biased weight distribution. Brakes, tires, and engine mounts wear faster on this type of vehicle, and the front-drive system has additional parts that must be replaced occasionally. The increased cost associated with this would negate the difference in initial price.
- The Charger performs better than the alternatives in critical performance measures without a significant fuel economy disadvantage.
- The Charger has more interior room than any of the alternatives.

Additional Equipment

The Police Department has experimented with different options in equipping the vehicles so that they will be ready for service. We have found the quickest and cheapest alternative is to order the vehicles from the manufacturer with relatively few options selected and then to have a separate vendor install the necessary additional items. Any equipment to be added will either come from the vehicles that are being replaced, or it will be purchased new under an approved line-item of the operating budget.

**FINANCIAL IMPACT:**

2012 Dodge Charger Police Vehicle	\$23,144
Optional equipment	\$70
Sub-total	\$23,214
<b><u>Total for two vehicles</u></b>	<b><u>\$46,428</u></b>

Funds to be taken from account # 300-0000-521-6400

**MOTION:**

I move to approve/deny Resolution No. 2011-64 authorizing the purchase of replacement police vehicles.

RESOLUTION NO. 2011-64

A RESOLUTION OF THE CITY OF GULFPORT, FLORIDA, AUTHORIZING THE CITY MANAGER TO PURCHASE REPLACEMENT POLICE VEHICLES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Police Department has historically replaced its vehicles when they reach approximately 80,000 miles, and

WHEREAS, the Police Department has included vehicle replacements into the Fiscal Year 2011/2012 Budget, which has been approved by City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GULFPORT, FLORIDA:

**Section 1.** The City Manager is hereby authorized to purchase two replacement police vehicles from Maroone Dodge of Pembroke Pines under the 2011 Florida Sheriff's Association bid #11-19-0907 in the amount of \$46,428.00.

**Section 2.** This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 1st day of November, 2011 by the Council of the City of Gulfport, Florida.

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Michael J. Yakes, Mayor

ATTEST:

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Lesley DeMuth, City Clerk

**Consent**  
**Agenda Item No. 5-d**  
**Resolution No. 2011-65**

# GULFPORT CITY COUNCIL



## AGENDA MEMORANDUM

**FROM:** James V. Marenkovic, Fire Chief

**THROUGH:** James O'Reilly City Manager

**DATE:** November 1, 2011

**AGENDA ITEM:** 5-d

**RESOLUTION NO:** 2011-65

**SUBJECT:** Fire Apparatus Purchase (ALS Engine)

**RECOMMENDATION:** Purchase one (1) custom built Emergency One eMax Rescue Pumper on Typhoon X Long 4X2 Chassis.

### **BACKGROUND:**

The Gulfport Fire Department began using the Advanced Life Support (ALS) Engine concept in May 2000. This purchase of a new advanced life support (ALS) Fire Engine for the city of Gulfport shall replace the current 1994 Pierce Saber Pumper-17; this 18 year old unit has recently been evaluated by the city garage and identified for replacement based on age, mileage, functional capability and multiple service repair issues.

The current apparatus used for the ALS Engine (Engine 17) is a 2004 E-One Cyclone II Engine. This unit was purchased new in 2003 and currently used for fire responses and as well as Advanced Life Support Engine carrying paramedic equipment. Cabinetry and Storage space are limited and the State of Florida Department of Health mandated allotment of emergency medical equipment necessary for Advanced Life Support functions. Additionally, Engine 17 responds to approximately 2,500 Fire/EMS calls per year and currently has 85,632+ miles and over 10,079+ use hours on the diesel engine. Engine 17 will be placed in Reserve status as the back- up apparatus.

### **ANALYSIS:**

At the direction of the Fire Chief an apparatus committee made up of three (3) Fire officers and one (1) FF/PM with apparatus & specification background was assembled to review several comparable units which could provide the design needs and detailed features required for a new fire engine within the city.

Unit comparability such as functional design needs, compartment and cab lay-out, manufacture service capabilities and access, along with established budget funding was conducted within several different fire apparatus manufactures with recent deliveries to the Pinellas County area.

Hall-Mark Fire Apparatus, E-One Manufacturing  
Ten-8 Fire Apparatus, Pierce Manufacturing  
South Florida Emergency Vehicles, Sutphen Manufacturing

Based on those findings the apparatus committee has made recommendation of E-One Manufacture ALS Fire Engine to be purchased from the Florida Sheriffs Association / Florida Fire Chiefs' Association Open Bid Contract 10-09-0907. This selection will also match by manufacture our current E-One Engine 17 currently providing response service to our community.

This unit shall be built at the Local E-One manufacturing facility in Ocala, Florida. This vehicle shall be in accordance to established specifications and component list meeting all National Fire Protection Association Standards (NFPA 1901, 2009 edition) the unit will require approx. 240 days after purchase orders is received to complete.

Highlights of Gulfport Fire Department personnel observations:

- Overall size, location and layout of cabinetry.
- Decreased overall unit length providing increased maneuverability.
- Bumper load attack lines for safer deployment.
- Forty-five (45) degree cramp angle turning radius left and right.
- Increased space in the right front passenger seat (Officers seat).
- Large rear cabinet capable of storing extrication equipment.
- Increased overall compartment space.

Highlights of E-One Apparatus:

- Crash resistant roll-cage assembly.
- All aluminum 3/16" extruded body and all aluminum sub-frame.
- Crew seat belt indicator.
- Increased power for longer engine life.
- Ten year Cab warranty covers all paint, structure members, and stainless steel.
- Meets current EPA exhaust emissions control for cleaner air.
- SCBA safety latching system for increased in-cab safety.
- Vehicle status data recorder.
- Increased pump capacity.
- Lifetime warranty covers corrosion, frame, polypropylene tank and cross-members.

**FINANCIAL IMPACT:**

E-One, Dealer Net:	\$ 384,949.00
Hall-Mark Scope of Work:	\$ 6,478.00
Total Cost of Truck	\$ 391,427.00
Suncoast Communications	\$ 7,534.40
Total Project Cost:	\$ 398,961.40

With a price of \$384,949.00 and Hall-mark design work at \$6,478.00 plus purchase of apparatus equipment, the net price of the new engine is \$391,427.00. The purchase of the Mobile Radio and Computer docking station systems bring a Total Project Cost of \$398,961.40

Note: The price of \$7,534.40 from Suncoast Communications includes Mobile Radio and Mobile Data Terminal docking station make the unit functional as an ALS Engine for Pinellas County Dispatch.

Funds to be drawn from account # 001-3432-522.64.

**MOTION:**

Move to approve/deny Resolution No. 2011-65 authorizing the purchase of one (1) custom built Emergency One eMax Rescue Pumper on Typhoon X Long 4x2 Chassis from HALL-MARK Fire Apparatus.

RESOLUTION NO. 2011-65

A RESOLUTION OF THE CITY OF GULFPORT, FLORIDA, AUTHORIZING THE CITY MANAGER TO PURCHASE A REPLACEMENT HALL-MARK FIRE APPARATUS, EMERGENCY ONE EMAX RESCUE PUMPER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fire Department has included the replacement of the city's current 1994 Pierce Saber Pumper into the Fiscal Year 2011/2012 Budget, which has been approved by City Council; and

WHEREAS, the city is desirous of replacing the pumper with a Hall-Mark Fire Apparatus, Emergency One Manufacturing EMAX Rescue Pumper using the Florida Sheriffs Association/Florida Fire Chiefs' Association Open Bid Contract #10-09-0907.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GULFPORT, FLORIDA:

**Section 1.** The City Manager is hereby authorized to purchase a replacement rescue pumper from Hall-Mark Fire Apparatus, Emergency One Manufacturing using the Florida Sheriffs Association/Florida Fire Chiefs' Association Open Bid Contract #10-09-0907 in the amount of \$398,961.40.

**Section 2.** This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 1st day of November, 2011 by the Council of the City of Gulfport, Florida.

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Michael J. Yakes, Mayor

ATTEST:

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Lesley DeMuth, City Clerk

**Agenda Item No. 6-a**  
**Ordinance No. 2011-13**



**CITY OF GULFPORT  
CITY COUNCIL  
AGENDA MEMORANDUM**

**FROM:** James E. O'Reilly, City Manager

**DATE:** November 1, 2011

**AGENDA ITEM:** 6-a

**ORDINANCE NO.:** 2011-13

**SUBJECT:** Second Reading and Public Hearing; Beach Smoking/Tobacco Ordinance

**RECOMMENDATION:** Staff requests City Council consider adoption of an ordinance amending Chapter 17 of the City of Gulfport Code of Ordinances prohibiting the use of smoking/tobacco products in or on the City of Gulfport's public beach, athletic fields/facilities and children's outdoor play areas.

**BACKGROUND:**

Initially, Vice-Mayor Hastings requested that City staff develop an ordinance for City Council consideration – that would prohibit “smoking” or the use of tobacco products on the public beach area of the City of Gulfport.

Subsequent discussion at the September 22, 2011 City Council workshop provided City Council direction to expand the proposed ordinance to include the City' athletic fields and facilities, along with playgrounds.

In response to the discussion, the City Attorney has prepared the accompanying ordinance for consideration.

**ANALYSIS:**

Vice-Mayor Hastings in conjunction with the Pinellas County Health Department's Tobacco Prevention and Control Program requested that the City of Gulfport adopt a reasonable ordinance to make the City of Gulfport's municipally owned properties where children play and enjoy the beach a no-smoking environment.

The details of the proposed ordinance provide for such a prohibition. Fifty-one (51) Municipal Park and Recreational facilities have adopted Tobacco related - Policies, Resolution or Ordinances.

In addition to the documented health risks associated with tobacco use; tobacco products once consumed in public spaces, are often discarded on the ground requiring additional maintenance expenses and diminish the cleanliness and attractiveness of the City's beach and play facilities.

The City will receive assistance in the way of signage, educational and marketing materials from the Pinellas County Health Department's Tobacco Prevention and Control Program

**FINANCIAL IMPACT:**

No financial impact at this time.

**MOTION:**

Move to adopt/deny Ordinance No. 2011-13 prohibiting smoking/tobacco products within the City of Gulfport's public beach, athletic fields/facilities and children's outdoor play areas and directing staff to develop and post appropriate signage.

**CITY OF GULFPORT, FLORIDA  
ORDINANCE NO. 2011-13**

**AN ORDINANCE OF THE CITY OF GULFPORT, FLORIDA, AMENDING CHAPTER 17, STREETS, SIDEWALKS, PARKS AND PARKWAYS, ARTICLE II, PARKS, ESTABLISHING SECTION 17-31, CIGARETTES; CIGARS, AND TOBACCO PRODUCTS PROHIBITED; ENFORCEMENT, REMEDIES AND PENALTIES; PROVIDING FOR THE REPEAL OF ORDINANCES, OR PARTS OF ORDINANCES, IN CONFLICT HEREWITH, TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City Council for the City of Gulfport, Florida has determined that it is in the best interest of the residents of the City of Gulfport to prohibit the use of tobacco products on beaches in the City of Gulfport; and

WHEREAS, the City Council for the City of Gulfport desires to provide enforcement, remedies and penalties for violating the smoking ban on the beaches of the City of Gulfport.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF GULFPORT, FLORIDA AS FOLLOWS:**

**Section 1.** Chapter 17, Streets, Sidewalks, Parks and Parkways, Article II, Parks, is hereby amended by establishing Sec. 17-31 – Cigarettes, cigars, and tobacco products prohibited; enforcement, remedies and penalties and shall read as follows:

- (a) The use of cigarettes, cigars or any tobacco products within any athletic fields/facilities, children's outdoor play areas, public beach park or on any portion of a beach located seaward or waterward of a municipal beach is prohibited at any time, except in designated smoking areas, as determined by the City Council of the City of Gulfport. For purposes of this section, "municipal beach" is defined in Section 6-1 (3) of the Code of Ordinances.
- (b) City of Gulfport Police Officers and any other law enforcement or code compliance officer authorized to enforce city ordinances shall have the duty and authority to enforce the provisions of this article by the issuance of a citation to the alleged violator. A citation shall contain the following:
  - (1) The date and time of issuance;
  - (2) The name, if available, and address of the person to whom the citation is issued;

- (3) The date the infraction was committed;
  - (4) The facts of the infraction;
  - (5) The number or section of the code violated;
  - (6) The name and title of the law enforcement officer or code compliance officer;
  - (7) The procedure for the person to follow in order to pay the penalty or to contest the citation;
  - (8) The applicable penalty if the person elects to contest the citation;
  - (9) A conspicuous statement that if the person fails to pay the penalty within thirty (30) days or fails to appear in court to contest the citation, the person shall be deemed to have waived his or her right to contest the citation and that, in such case, judgment shall be entered against the person for the amount of the citation, plus court costs, recording fees, and any other charge required by this article.
- (c) Notwithstanding any other provisions of this article for enforcement or penalties, the city may also enforce this article by actions at law or in equity for damages and injunctive relief, and, in the event the city prevails in any such action, the city shall be entitled to an award of its costs and reasonable attorney's fees.
- (d) Any person who violates this section is subject to a civil fine in the amount of ninety-seven dollars (\$97.00) plus any additional costs imposed by state or local law, including court costs that may be imposed as provided by law.

**Section 2.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 3.** This ordinance shall take effect immediately upon its passage and approval, consistent with all requirements of general law.

**Section 4.** The provisions of this ordinance shall become and be made a part of the City Code of Ordinances and the sections of this ordinance may be renumbered and codified to accomplish this end.

**Section 5.** If any part of this ordinance is declared invalid by a court of competent jurisdiction, such part or parts shall be severable, and the remaining part or parts shall continue to be in full force and effect.

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Michael J. Yakes, Mayor

FIRST READING : September 6, 2011 - TABLED  
REHEARD : October 4, 2011  
PUBLISHED : October 19, 2011  
SECOND READING/  
PUBLIC HEARING : November 1, 2011

I, Lesley DeMuth, City Clerk of the City of Gulfport, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of law and the City Charter this \_\_\_\_ day of \_\_\_\_\_, 2011.

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Lesley DeMuth, City Clerk

**Agenda Item No. 6-b**  
**Ordinance No. 2011-20**



## GULFPORT CITY COUNCIL AGENDA MEMORANDUM

**FROM:** James E. O'Reilly, City Manager

**DATE:** November 1, 2011

**AGENDA ITEM:** 6-b

**ORDINANCE NO:** 2011-20

**SUBJECT:** Second Reading and Public Hearing of Ordinance 2010 – 21, providing for the amendment of Chapter 6, Beaches, Boats, Boating and Waterfront Structures\*; Article I, In General, Section 1, Definitions; of the City of Gulfport Code of Ordinances - addressing the delineation of beach and park areas.

### **RECOMMENDATION:**

Staff recommends City Council approve amendment of Ordinance 2010 – 21; amending Chapter 6 “Beaches, Boats, Boating and Waterfront Structures”, Section 1, of the City of Gulfport Code of Ordinances.

### **BACKGROUND:**

Ordinance 2010-210, had been adopted by City Council in response to removing restrictions on the public areas available for an individual to walk their dog. City Council directed staff to prepare an ordinance amending Chapter 6 for consideration on first reading. Subsequently, the amendment of Chapter 6 clarified the issue of where the beach area technically begins for enforcement purposes.

With the issue of no-smoking on the beach being brought forward it is necessary to once again clarify what is determined as the “Municipal Beach,” and the issue of regulating the parking area has been brought to light.

### **ANALYSIS:**

The amendment presented would re-establish the definition of public beach within the City of Gulfport Code of Ordinances.

(3) *Municipal Beach*: All lands and water area being particularly described and designated as follows: Beginning at a point where the south line of Shore Boulevard intersects with the west

~~line of 58<sup>th</sup> Street South~~ east line of DuPont Street South in the City of Gulfport, Florida; thence running east along the south line of Shore Boulevard eight hundred and forty eight feet, more or less, to the point of the west wall of the casino building, if produced northerly, into the waters of Boca Ciega Bay, four hundred fifty feet; thence at right angles in a westerly direction, ~~one thousand two hundred ninety ninety eight~~ hundred forty eight feet, more or less; thence north four hundred fifty feet to the point of beginning.

The recommended change would establish the west line of the beach concurrent of the existing seawall at the rear of the Recreation Center or 250 feet more or less east of the existing point of beginning within the previous definition.

**FINANCIAL IMPACT:**

No financial impact.

**MOTION:**

A motion to adopt/deny Ordinance No. 2011-20 amending Chapter 6 "Beaches, Boats, Boating and Waterfront Structures", Section 1, of the City of Gulfport Code of Ordinances would be appropriate.

**CITY OF GULFPORT, FLORIDA  
ORDINANCE NO. 2011-20**

**AN ORDINANCE OF THE CITY OF GULFPORT, FLORIDA, AMENDING CHAPTER 6, BEACHES, BOATS, BOATING AND WATERFRONT STRUCTURES, BY AMENDING ARTICLE I, SECTION 6-1, DEFINITIONS, BY RESETTING THE POSITION OF THE BEGINNING POINT OF THE BEACH AS DESCRIBED IN SUBSECTION (3); PROVIDING FOR THE REPEAL OF ORDINANCES, OR PARTS OF ORDINANCES, IN CONFLICT HEREWITH, TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City Council for the City of Gulfport desires to establish the boundaries by definition of the public beach area within the boundaries of the City; and

WHEREAS, with the City Council of the City of Gulfport desires to simplify the delineation between City park area and adjacent beach area.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GULFPORT, FLORIDA AS FOLLOWS:

**Section 1.** Subsection (3) of Section 6-1 of Chapter 6, Beaches, Boats, Boating and Waterfront Structures of the City Code of Ordinance is hereby amended as follows:

ARTICLE I. IN GENERAL

**Section. 6-1. Definitions.**

*Municipal Beach:* All lands and water area being particularly described and designated as follows: Beginning at a point where the south line of Shore Boulevard intersects with the west line of 58<sup>th</sup> Street South east line of DuPont Street South in the City of Gulfport, Florida; thence running east along the south line of Shore Boulevard eight hundred and forty eight feet, more or less, to the point of the west wall of the casino building, if produced northerly, into the waters of Boca Ciega Bay, four hundred fifty feet; thence at right angles in a westerly direction, ~~one thousand two hundred ninety ninety-eight~~ four hundred forty eight feet, more or less; thence north four hundred fifty feet to the point of beginning.

**Section 2.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 3.** This ordinance shall take effect immediately upon its passage and approval, consistent with all requirements of general law.

**Section 4.** The provisions of this ordinance shall become and be made a part of the City Code of Ordinances and the sections of this ordinance may be renumbered and codified to accomplish this end.

**Section 5.** If any part of this ordinance is declared invalid by a court of competent jurisdiction, such part or parts shall be severable, and the remaining part or parts shall continue to be in full force and effect.

\_\_\_\_\_  
Michael J. Yakes, Mayor

FIRST READING : October 4, 2011  
PUBLISHED : October 19, 2011  
SECOND READING/  
PUBLIC HEARING : November 1, 2011

I, Lesley DeMuth, City Clerk of the City of Gulfport, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of law and the City Charter this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Lesley DeMuth, City Clerk

**Agenda Item No. 6-c**  
**Ordinance No. 2011-21**



# CITY OF GULFPORT CITY COUNCIL AGENDA MEMORANDUM

**FROM:** James E. O'Reilly, City Manager

**DATE:** November 1, 2011

**AGENDA ITEM:** 6-c

**ORDINANCE:** 2011-21

**SUBJECT:** Second Reading and Public Hearing; Ordinance implementing a Special Magistrate

## **BACKGROUND:**

City Council has discussed and passed on first reading, staff's proposal for the City of Gulfport to implement and utilize a Code Enforcement Special Magistrate by amending Chapter 12 of the City of Gulfport Code of Ordinances.

At present, the process is one where the City of Gulfport utilizes the Pinellas County Court as the venue for the prosecution of Local Ordinance Violations/Notice To Appear with the associated assessment of the Pinellas County Court Uniform Fine Schedule.

The historic context of utilizing the Pinellas County Court was set forth via previous actions of past City Councils:

- Ordinance No. 97-17; adopted on August 5, 1997 amended the City of Gulfport Code of Ordinances, by repealing the former Article IV, sections 2-26 thru 2-36 of the Code.
- The former Article IV of the City's Code of Ordinances pertained to the establishment of the City's Municipal Code Enforcement Board. The Code Enforcement Board referenced in the former Article IV was derived from Ordinance No. 81-02, adopted on April 21, 1981. To staff's knowledge or available records the Code Enforcement Board was never convened.
- Prior to the April 1981 action – the City of Gulfport had utilized a Local Municipal Court/Judge process to hear local ordinance violations and other similar municipal infractions, such as traffic offenses within the City of Gulfport.

## **ANALYSIS:**

The City of Gulfport Code of Ordinances presently provides for the abatement of nuisances and to adjudicate cases involving violations of the City Code by court action.

Florida Statutes Section 162.03.2 authorizes a municipality to adopt an alternative Code Enforcement system and use a "Special Magistrate" in the same role and for the same purpose as a City's Code Enforcement Board as provided for by state statute.

### Special Magistrate:

A Special Magistrate would be designated by the City Council to hold hearings and assess fines against violators of the City Code of Ordinances. The Special Magistrate would act as a judge to hear Code Enforcement cases in a Quasi-Judicial setting. The Special Magistrate is a compensated position, which would employ via contract a qualified attorney, who would not be an employee of the City.

The powers of enforcement boards and special magistrates are set forth in Section 162.08 of the Florida Statutes.

1. Adopt rules for the conduct of its hearing.
2. Subpoena alleged violators and witnesses to its hearings.
3. Subpoena evidence to its hearings.
4. Take testimony under oath.
5. Issue orders having the force of law to command whatever steps are necessary to bring a violation into compliance.

The Special Magistrate process would replace the City's use of the County Court Local Ordinance Violation calendar – in matters related to Code Enforcement and nuisance abatement. A number of jurisdictions have adopted this procedure and have found it to be a very effective and efficient means of adjudicating Code Enforcement cases. Staff is familiar with other local jurisdictions that have adopted the Special Magistrate process for Code Enforcement, including the Cities of Seminole and St. Pete Beach.

Due to the Quasi-judicial nature of the Code Enforcement proceedings, this process is anticipated to increase operational efficiency of the process. If City Council concurs with this procedural change; the City Attorney has provide a draft ordinance amending Chapter 12 of the City of Gulfport Code of Ordinances, for City Council's review. If this Ordinance is acceptable it will be prepared for public hearing and inclusion in the comprehensive Code Enforcement review presently being undertaken

### **FINANCIAL IMPACT:**

A Special Magistrate (an Attorney) would be retained to act as a Hearing Officer for Code Enforcement/Nuisances Abatement efforts. Special Magistrate annual cost is estimated to be \$8,400.00 initially, based upon \$150.00 per hour. Staff Assistant at \$28,000.00 to provide clerical assistance if determined to be needed.

A percentage of the expenses incurred would be offset by additional Code Enforcement fines assessed, in concert with expanded - expedited resolutions and compliance.

### **MOTION:**

A motion to adopt/deny Ordinance No. 2011-21 amending Chapter 12 of the City of Gulfport Code of Ordinances to establish a Special Magistrate would be appropriate.

**CITY OF GULFPORT, FLORIDA  
ORDINANCE NO. 2011-21**

**AN ORDINANCE OF THE CITY OF GULFPORT, FLORIDA, AMENDING CHAPTER 12, HEALTH AND SANITATION, BY ESTABLISHING ARTICLE III, SPECIAL MASTER SUPPLEMENTAL CODE ENFORCEMENT; SEC. 12-14, DEFINITIONS; SEC. 12-15, CREATION, ESTABLISHMENT; SEC. 12-16, BOARD CLERK; SEC. 12-17, CIVIL OFFENSES AND PENALTIES; SEC. 12-18, SPECIAL MASTER QUALIFICATIONS AND REMOVAL; SEC. 12-19, ENFORCEMENT PROCEDURES; SEC. 12-20, PREHEARING ADMINISTRATIVE ENFORCEMENT COSTS; SEC. 12-21, SERVICE OF NOTICE; SEC. 12-22, CONTENTS OF NOTICE, SCHEDULE AND CONDUCT OF SPECIAL MASTER HEARING; SEC. 12-23, RECOVERY OF UNPAID CIVIL PENALTIES; UNPAID PENALTY TO CONSTITUTE A LIEN; FORECLOSURE; SEC. 12-24, APPEALS; SEC. 12-25, RESERVED; PROVIDING FOR THE REPEAL OF ORDINANCES, OR PARTS OF ORDINANCES, IN CONFLICT HEREWITH, TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City Council for the City of Gulfport desires to establish alternative enforcement procedures for code enforcement for the City of Gulfport; and

WHEREAS, the City Council for the City of Gulfport has determined that it is in the best interest of the City of Gulfport to establish a Special Master as a supplemental process for code enforcement for the City of Gulfport.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF GULFPORT, FLORIDA AS FOLLOWS:**

**Section 1.** The Code of Ordinances of the City of Gulfport is hereby amended as follows:

Sec. 12-14. - Definitions.

The following words, terms and phrases, when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Civil penalty* shall mean the costs allowed under sections 12-20, 12-22, and 12-23 of the Code.

*Code inspector/officer* shall mean those employees or other agents of the city duly authorized and appointed by the city manager whose duty it is to assure compliance with city codes.

*Codes* shall mean City of Gulfport Code of Ordinances and all codes and statutes adopted by reference within the Code of Ordinances, as now existing or as may be amended by ordinance from time to time.

*Continuing violations* are those violations which remain uncorrected beyond the prescribed time period for correction contained in the civil violation notice. For each day of continued violation after the time period for correction has run, an additional penalty in the same amount as for the original violation shall be added.

*Repeat violation* shall mean a violation of a provision of the Code of Ordinances by a person who has been previously found to have violated or has admitted violating the same provision within five (5) years prior to the violation, notwithstanding the violations occur at different locations.

*Violator* shall mean the person responsible for the code violation, which, in the appropriate circumstances, shall either be the perpetrator of the violation or the owner of the real property upon which the violation occurred.

Sec. 12-15. - Creation, establishment.

There is hereby created and established the office of special master for the purpose of providing a supplemental code enforcement process for the city. The special master is hereby vested with all the powers now granted under chapter 162 F.S., and as amended from time to time.

Sec. 12-16. -Clerk.

The city manager shall appoint a city employee to be the code enforcement clerk, who shall perform the functions assigned to the clerk as set forth in this article.

Sec. 12-17. - Civil offenses and penalties.

- (a) The violation of any provision of any ordinances or codes shall constitute a civil offense punishable by civil penalty as follows:
- (1) Not in excess of \$250.00 per day for a first violation;
  - (2) Not in excess of \$500.00 per day for a repeat violation;
  - (3) An assessment of the cost of repairs, including administrative costs, incurred by the city where the violation was in the nature of a violation described in F.S. 162.06(4); and
  - (4) In the instance where the special master finds that the violation is irreparable or irreversible in nature, the special master may impose a fine not to exceed \$5,000.00 per violation.

- (b) Civil penalties assessed pursuant to this article are due and payable to the city upon the order of the special master.

Sec. 12-18. - Special master qualifications and removal.

- (a) The special master shall be a person licensed to practice law in the state of Florida. Appointments shall be made by the city manager on the basis of experience or interest in code enforcement. Such appointments shall be submitted to the city council for ratification.
- (b) The city manager shall appoint as many special masters as are deemed necessary. Appointments shall be made for a term of one year. Any special master may be reappointed at the discretion of the city manager, subject to ratification by the city council. There shall be no limit on the number of reappointment that may be given to any individual special master; provided however, that a determination as to removal or reappointment must be made for each special master at the end of each of his/her one-year terms. The city manager shall have authority to remove a special master with or without cause. Appointments to fill any vacancy shall be for the remainder of the unexpired term.
- (c) A special master shall not be city employees but shall be compensated at a rate to be determined by administrative order.

Sec. 12-19. - Enforcement procedures.

- (a) The code inspector has the duty of enforcing the various codes and initiating enforcement proceedings before the special master.
- (b) Except as provided in (c) and (d) below, if a violation of the codes is found, the code inspector shall notify the violator of the violation and give the violator a reasonable time, in light of the nature of the violation, to correct the violation. Should the violation continue beyond the time specified for correction, the code inspector shall request that the clerk set a hearing and notify the violator of the hearing as provided herein. The clerk shall schedule a hearing, and written notice of such hearing shall be served on the violator. If the violation is corrected and is then repeated or if the violation is not corrected by the time specified for correction by the code inspector, the case may be presented to the special master even if the violation has been corrected prior to the hearing, and the notice shall so state.
- (c) If a repeat violation is found, the code inspector shall notify the violator, but is not required to give the violator a reasonable time to correct the violation. The code inspector, upon notifying the violator of a repeat violation, shall have the clerk set a hearing and notify the violator. The notice shall state that the case may be presented to the special master even if the violation has been corrected prior to the hearing.

- (d) If the code inspector has reason to believe a violation or the condition causing the violation presents a serious threat to the public health, safety, and welfare or if the violation is irreparable or irreversible in nature, the code inspector shall make a reasonable effort to notify the violator and may request that the special master set an immediate hearing on the violation.
- (e) If the owner of property which is subject to an enforcement proceeding before a special master contracts to transfer or does transfer ownership of such property between the time the notice was served and the time of the hearing, such owner shall:
  - (1) Disclose, in writing, the existence and the nature of the enforcement proceeding to the buyer;
  - (2) Deliver to the buyer a copy of the notice of violation and the notice of hearing;
  - (3) Disclose to the buyer that he/she will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceeding
  - (4) Within five days after the date of the transfer of title, file a notice of title transfer with the code enforcement official, with the identity and address of the new owner and copies of the disclosures made to the new owner.
  - (5) If the property is transferred before the hearing, the proceeding shall not be dismissed, but the new owner shall be provided with a reasonable period of time to correct the violation before a hearing.

Sec. 12-20 - Prehearing administrative enforcement costs.

If a violation cited under subsection 12-19(b) is corrected before a section 12-22 special master hearing, the violator shall pay the enforcement costs incurred by the city. The code inspector shall prepare an order specifying the enforcement costs incurred by the city in the enforcement of its codes, and he shall serve a copy of the order on the violator in accord with the requirements of section 12-21. All costs shall be at least one hundred and fifty dollars (\$150.00).

Sec. 12-21. - Service of notice.

All notices required by this article shall be served as required by F.S. 162.12, and as amended from time to time.

A citation or notice to appear issued by a code inspector/officer shall be on such form as approved by the code administrator and shall comply with the requirements for citations or notices to appear as found in F.S. 162.21, 633.052, 553.80 and/or other applicable statutes and as required by the county court.

Sec. 12-22. - Contents of notice, schedule and conduct of special master hearing.

- (a) The notice of hearing shall include the following:
  - (1) Name of the inspector who issued the notice;
  - (2) Factual description of alleged violation;
  - (3) Date and time of alleged violation;
  - (4) Section of the code allegedly violated;
  - (5) Date and time of issuance;
  - (6) Place, date and time of the hearing;
  - (7) Right of violator to be represented by an attorney;
  - (8) Right of violator to present witnesses and evidence;
  - (9) Notice that failure of violator to attend hearing may result in civil penalty being assessed; and
  - (10) Notice that requests for continuances will not be considered if not received in writing by the code inspector at least ten (10) calendar days prior to the date set for hearing.
- (b) The special master shall conduct hearings on a regularly scheduled monthly basis or more frequently upon request of the city manager. No hearing shall be set sooner than ten (10) days from the date the notice of code violation is served.
- (c) All hearings before the special master shall be open to the public. All testimony shall be under oath. Assuming proper notice, a hearing may proceed in the absence of the named violator.
- (d) The proceedings at the hearing shall be recorded electronically or by a stenographer and if recorded by a stenographer may be transcribed at the expense of the party requesting the transcript.
- (e) The city manager, shall provide clerical and/or administrative support personnel for the special master to facilitate the proper performance of clerical and special master duties.
- (f) Each case before a special master shall be presented by the inspector, representative of the department issuing the violation, or the city attorney or his/her designee.

- (g) The hearing shall not be conducted in accordance with the formal rules of evidence. Any relevant evidence shall be admitted if the special master finds it competent and reliable, regardless of the existence of any common law or statutory rule to the contrary.
- (h) All testimony at the hearing shall be under oath. Each party shall have the right to call and examine witnesses, to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues.
- (i) The special master shall make findings of fact based on the evidence in the record alone and may state conclusions of law. In order to make a finding upholding the code inspectors determination that a violation exists, the special master shall find that a preponderance of the evidence indicates that the violator was legally responsible for the violation of the relevant section of the ordinances or codes as cited, and that a violation did or does in fact exist.
- (j) The prescribed time for correction of the violation given to the named violator and contained in the code violation notice shall be presumed to have been a reasonable time for correction. Upon presentation of relevant evidence by the named violator that the time for correction was not reasonable, the special master may find that the time given for correction was insufficient, and the penalty for a continuing violation may be calculated from a date determined by the special master to be the reasonable date for correction.
- (k) If the named violator is found guilty of the violation, he/she may be held liable for all costs of the enforcement proceeding and such costs shall be included in the lien authorized by law.
- (l) The fact-finding determination of the special master shall describe whether the alleged violation did in fact occur and, if so, whether the person named in the civil violation notice is legally responsible for that violation. The special master shall either affirm or reverse the determination of the code inspector as to the responsibility of the named violator for the correction of the ordinance or code violation. The special master may modify the determination of the code enforcement officer as to the time for correction contained in the code violation notice. If the special master reverses the determination of the code inspector and finds the named violator not responsible for the alleged violation in the code violation notice, the named violator shall not be liable for the payment of any civil penalty, absent a successful appeal by the city of the special master's decision. If the decision of the special master is to affirm the code inspector's determination of violation, then any of the following may be included in the order:
  - (1) Amount of civil penalty;
  - (2) Prehearing and hearing administrative enforcement costs; and
  - (3) Date by which the violation shall be corrected to prevent resumption of continuing violation penalties.

- (m) The special master shall have the power to:
  - (1) Adopt procedures for the conduct of hearings;
  - (2) Subpoena alleged violators and witnesses for hearings; subpoenas may be served by the city police department or by any employee designated by the city manager;
  - (3) Subpoena documentary and tangible evidence for hearings;
  - (4) Take testimony under oath; and
  - (5) Assess and order the payment of civil penalties.
  - (6) Issue orders having the force of law to command whatever steps are necessary to bring a violation into compliance.
- (n) A special master shall not conduct a hearing if the named violator, prior to the scheduled hearing date, files with a duly authorized city and county board of appropriate jurisdiction for administrative interpretation of the legal provision(s) on which the alleged violation was based. Upon exhaustion of the administrative review and finalization of the administrative order by such board, the special master may exercise all powers granted herein. The special master shall not, however, exercise any jurisdiction over alleged code violations where a named violator has properly filed a request for administrative interpretation and review by such city or county board until such time for review has lapsed.
- (o) The special master shall be bound by the interpretations and decisions of the authorized city or county boards of appropriate jurisdiction concerning their administrative interpretations. In the event that the authorized board finds that the cited violation of the ordinance or code has not been properly interpreted, that provision upon which the violation is based, shall prohibit the hearing officer from proceeding with the enforcement of the alleged violation.

Sec. 12-23. - Recovery of unpaid civil penalties; unpaid penalty to constitute a lien; foreclosure.

- (a) The city may institute proceedings in a court of competent jurisdiction to compel payment of civil penalties imposed under this supplemental code enforcement procedure.
- (b) A certified copy of an order imposing a civil penalty may be recorded in the public records of the county and thereafter shall constitute a lien against the land on which the violation exists or existed; provided that if the violator does not own the land, upon any other real or personal property owned by the violator; and that it may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the personal property, but shall not be deemed to be a court judgment except for enforcement purposes. After three (3) months from the

filing of any such lien which remains unpaid, the city may foreclose or otherwise execute on the lien.

Sec. 12-24. - Appeals.

- (a) The violator or the city may appeal an order of a special master by filing a notice of appeal with the county circuit court. Such appeal shall be filed within 30 days of the issuance of the order by the special master.
- (b) In the absence of reversal of a special master's ruling by an appellate court of competent jurisdiction, the findings of the special master shall be conclusive as to a determination of responsibility for the ordinance or code violation, and such findings shall be admissible in any proceeding to collect unpaid penalties.
- (c) Nothing contained in this chapter shall prohibit the city from enforcing its ordinances or codes by any other means. The enforcement procedures outlined herein are cumulative to all others and shall not be deemed to be prerequisites to filing suit for enforcement of any section of this Code.

Sec. 12-25. - Reserved.

**Section 2.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 3.** This ordinance shall take effect immediately upon its passage and approval, consistent with all requirements of general law.

**Section 4.** The provisions of this ordinance shall become and be made a part of the City Code of Ordinances and the sections of this ordinance may be renumbered and codified to accomplish this end.

**Section 5.** If any part of this ordinance is declared invalid by a court of competent jurisdiction, such part or parts shall be severable, and the remaining part or parts shall continue to be in full force and effect.

\_\_\_\_\_  
Michael J. Yakes, Mayor

FIRST READING : October 4, 2011  
PUBLISHED : October 19, 2011  
SECOND READING/  
PUBLIC HEARING : November 1, 2011

I, Lesley DeMuth, City Clerk of the City of Gulfport, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of law and the City Charter this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Lesley DeMuth, City Clerk

**Agenda Item No. 7-a**  
**Resolution No. 2011-66**



## GULFPORT CITY COUNCIL

### AGENDA MEMORANDUM

**FROM:** Robert Vincent, Police Chief

**DATE:** 11/1/2011

**AGENDA ITEM:** 7-a

**RESOLUTION NO:** 2011-66

**SUBJECT:** Communications and Records Management contract with Pinellas County Sheriff

**RECOMMENDATION: (or)  
DIRECTION REQUESTED:**

That council authorize the City Manager to enter into an agreement with the Pinellas County Sheriff for provision of computer aided dispatch (CAD), records management system (RMS), and traffic crash reporting system for fiscal year 2011/2012 in the amount of \$73,795.00 to be taken from budget account number 001-3434-521-31.

**BACKGROUND:**

Council approved the operating budget with the provision to outsource these services, and a staff comparison of potential service providers resulted in negotiations with the Pinellas County Sheriff's Office. The resulting agreement addresses operational issues and clarifies the responsibilities of each party. This agreement does not address personnel, as the sheriff's position on that matter was covered in an earlier "letter of intent" that was distributed to council prior to the final budget hearing.

**ANALYSIS:**

The services detailed in this agreement will allow the community to continue interacting with the police department in a manner that is little different from the current situation. Police operations will see few changes, and those that do occur are likely to improve efficiency of enforcement and investigations. The history and reputation of the sheriff's office in administering similar agreements throughout the county has weighed greatly in staff recommending approval of this agreement.

**FINANCIAL IMPACT:**

The cost of \$73,795 is for services to be rendered from January 1, 2012 through September 30, 2012. In consideration of additional costs associated with implementing this agreement (such as

data conversion and hardware upgrades), the projected savings to the city in this fiscal year will be approximately \$150,000.

**MOTION:**

I move to approve/deny Resolution No. 2011-66 authorizing the City Manager to enter into an agreement with the Pinellas County Sheriff, as specified.

RESOLUTION NO. 2011-66

A RESOLUTION OF THE CITY OF GULFPORT, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE PINELLAS COUNTY SHERIFF FOR PROVISION OF COMPUTER AIDED DISPATCH (CAD), RECORDS MANAGEMENT SYSTEM (RMS), AND TRAFFIC CRASH REPORTING SYSTEM FOR FISCAL YEAR 2011/2012; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City Council approved the Fiscal Year 2011/2012 budget with the provision to outsource the city's computer aided dispatch; and

WHEREAS, a staff comparison of potential service providers resulted in negotiations with the Pinellas County Sheriff's Office; and

WHEREAS, the resulting agreement addresses operational issues and clarifies the responsibilities of each party.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GULFPORT, FLORIDA:

**Section 1.** The City Manager is hereby authorized to enter into an agreement with the Pinellas County Sheriff for provision of Computer Aided Dispatch (CAD), Records Management System (RMS), and Traffic Crash Reporting System for Fiscal Year 2011/2012 in the amount of \$73,795.00

**Section 2.** This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 1st day of November, 2011 by the Council of the City of Gulfport, Florida.

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Michael J. Yakes, Mayor

ATTEST:

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Lesley DeMuth, City Clerk

## AGREEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF GULFPORT, FLORIDA, a municipal corporation (hereinafter referred to as "CITY"), and BOB GUALTIERI, as Sheriff of Pinellas County, Florida (hereinafter referred to as "SHERIFF").

WHEREAS, the SHERIFF currently maintains a computer-aided dispatch (CAD) system; and

WHEREAS, the CITY desires to contract with the SHERIFF to permit the CITY to have full access to all the features available in the SHERIFF'S CAD system; and

WHEREAS, the CAD system is capable of handling the volume of calls that are anticipated to be generated by the CITY without reducing the speed or efficiency of the system; and

WHEREAS, the SHERIFF currently has available and utilizes a computer based system for taking, recording, and collating police reports known as the Augmented Criminal Investigative Support System (ACISS); and

WHEREAS, this computer based system allows for the preparation of police reports using the system, making retrieval of and statistical information related to such reports readily available to law enforcement personnel; and

WHEREAS, the CITY desires to contract with the SHERIFF to permit CITY officers to utilize the computer based ACISS program; and

WHEREAS, the ACISS system is capable of handling the volume of reports that are anticipated to be generated by the CITY without reducing the speed or efficiency of the system; and

WHEREAS, both the CITY and the SHERIFF believe the provision of such services as hereinafter described is in the best interest of the safety and welfare of the citizens of the CITY and of Pinellas County;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth below, the parties hereto agree as follows:

### A. COMPUTER AIDED DISPATCH (CAD)

1. The SHERIFF maintains a computer aided dispatch (CAD) system whose main purpose is to receive and dispatch calls for service relating to law enforcement matters, as well as additional voice and data communication with police laptop computers, portable and in-car radios and is staffed twenty-four (24) hours per day, seven (7) days per week. This system is solo operated and maintained by the SHERIFF and is housed at a location designated by the SHERIFF. The SHERIFF agrees to receive calls for the CITY police department and dispatch police services to the CITY via this CAD system.

2. The SHERIFF shall be responsible for the maintenance, upgrades and repairs to the SHERIFF'S CAD system.
3. The SHERIFF shall notify the CITY of any changes or upgrades necessary in the communication equipment owned by the CITY, to insure that the CITY continues to have full access to the CAD system. The cost of such changes or upgrades shall be the responsibility of the CITY.
4. The SHERIFF agrees that such notice to the CITY shall be made as soon as possible after the SHERIFF becomes aware of the need for the change or upgrade.
5. The CITY agrees to make the necessary changes or upgrades in a timely manner. Failure to do so may result in termination of the Agreement.
6. All communication equipment needed, such as but not limited to, radio and laptop computers, to provide communication between the SHERIFF and the on-duty officers of the CITY shall be purchased by the CITY. However, the equipment shall meet the technical requirements for the SHERIFF'S CAD system.
7. All equipment purchased by the CITY shall remain the property of and be maintained by the CITY. The parties agree that licenses which provide for the use of software which enables access and use of the SHERIFF'S CAD system by the CITY, and for which licenses the CITY pays the SHERIFF, are not "equipment" and as such remain the SHERIFF'S property.
8. The SHERIFF agrees to provide the technical support necessary to establish the communication link between the CITY and the SHERIFF CAD system. This will include installation and/or configuration of hardware and software necessary for the functioning of the system as relates to radios, desk and laptop computers. Once established, if the CITY should experience any connection difficulties or related problems, the SHERIFF agrees to provide technical and troubleshooting support to ensure that all equipment, hardware, and software for which the SHERIFF is responsible is properly configured and in working order. Any problems relating to the CITY's hardware and software will be the responsibility of the CITY to address.
9. In addition to the costs stated above, in return for the services specified above to be provided by the SHERIFF, the CITY shall pay to the SHERIFF the sum of SIXTY-SEVEN THOUSAND FOUR HUNDRED AND EIGHTY-ONE DOLLARS AND NO CENTS (\$67,481.00), which is based upon licenses for sixteen (16) mobile units. This cost is not inclusive of the amount charged by Verizon to forward the CITY'S administrative phone lines or the ongoing monthly amount for those lines, which charges shall also be paid by the CITY to the SHERIFF once determined by Verizon. (Costs are detailed in the Attachment, herein incorporated.)
10. Should the CITY determine a need to add additional units to its fleet which are CAD-accessible, the CITY shall be responsible for all associated costs incurred by the SHERIFF on its behalf and charged accordingly. Such costs shall be billed by the SHERIFF and payable to the SHERIFF upon receipt by the CITY.

**B. AUGMENTED CRIMINAL INVESTIGATIVE SUPPORT SYSTEM (ACISS)**

1. The SHERIFF shall provide a law enforcement records management system, Augmented Criminal Investigative Support System (ACISS) to the CITY for sharing automated records in order to maximize data resource sharing, increase efficiency, eliminate redundant records systems and the associated fiscal impact. In addition, the CITY'S police department will have access to and utilize the SHERIFF'S Automated Report Management System (ARMS) Specialists for completion of police reports. In making the Automated Records Management System available to the CITY'S police department, the SHERIFF will enable and permit police department officers to call in to the SHERIFF all police reports as the police department may deem necessary and appropriate. ARMS Specialists who generate these reports shall be continuously available to the CITY'S police department except at such times as the SHERIFF'S computer system is unavailable due to routine maintenance, upgrading, data back-up operations, or malfunction.
2. The CITY'S police department shall use ARMS Specialists for a minimum of six (6) months for the completion of police reports during which time police officers will become familiar with ACISS and the requirements for maintaining data and file integrity. At any time after the initial six (6) months, the CITY police department may elect for its officers to enter and generate all or a portion of their own police reports, in which case the CITY agrees to establish and maintain a quality control system in order to maintain the integrity of the data being entered into ACISS. Failure to do so may result in payment by the CITY to ACISS to restore the integrity of the data and/or the requirement that all future reports be done utilizing ARMS Specialists.
3. The SHERIFF shall operate ACISS on a computer hardware system and provide a point of network connectivity for the CITY Police Department. The SHERIFF is responsible for maintaining the records management computer system, including all required software licenses, upgrades, updates and system administration. The SHERIFF is also responsible for maintaining the records management software (ACISS), including all necessary software licenses, upgrades, updates and system administration. The CITY agrees it shall be responsible for providing and running the necessary anti-virus software on all computers connected to ACISS, and shall be responsible for performing Windows updates on a regular and ongoing basis.
4. The City's police department local area network is currently able to link to the Sheriff's Office through its connections with a Pinellas County VPN appliance. This appliance provides a communication link to the Sheriff's Office public safety campus at 10750 Ulmerton Road, Largo, Florida. As network technology continues to evolve, typically with improved "throughput" and reduced cost, the system for network connectivity may be changed upon agreement by both parties. The network described herein shall provide connectivity for the records management system; any cost in connection with this communication link shall be the responsibility of the CITY. In order to provide the CITY'S police department mobile units the most efficient access to ACISS, the CITY agrees to utilize the NetMotion VPN product on the police department's mobile (laptop) units when said units are connected outside of the police department network.

5. The SHERIFF will initially provide CITY police officers and other police personnel with up to eight (8) hours of training in the use of the ACISS system, including utilization of the ARMS Specialists for the creation of police reports. Prior to such time that CITY police officers should begin entering any of their own police reports, an additional eight (8) hours of training will be provided. Such training shall be scheduled at the time best suited to implement use of ACISS by the CITY police department and scheduled on such days as shall be mutually agreeable to the parties. The parties agree that the goal in training CITY officers in the use of ACISS is to develop expertise on the part of one or more officers to the extent they will become responsible for training new officers who are employed by the CITY in the future.
6. Each party will continue to be the custodian of the data, information, and reports generated and developed by each. As a result, any public records request received for the CITY police department's records will be the responsibility of the police department and be referred to the police department for response should the SHERIFF receive the request. Likewise, any public records request for Sheriff's Office records will be the responsibility of the SHERIFF and should be referred to the SHERIFF should the CITY and/or the CITY'S police department receive the request.
7. The SHERIFF will provide to the Florida Crime Information Center (FCIC) and National Crime Information Center (NCIC) information pertaining to articles with serial numbers from all police reports it completes, in order that these articles may be documented in these database systems. Said documentation, once accomplished, will be so noted by the SHERIFF in the applicable police reports. At such time as the CITY police department elects to prepare and enter its own police reports, it shall be responsible for notifying the SHERIFF of articles and serial numbers for entry into these database systems.
8. The SHERIFF, through appropriate staff, will review each report for completeness in compliance with UCR requirements. However, it shall be the responsibility of the CITY'S police department to review and approve all reports for the accuracy and completeness of information contained therein. The CITY police department will also be responsible for ensuring that all police report supporting documents are entered into ACISS.<sup>1</sup> Further, the CITY'S police department shall determine which reports require follow-up by the State Attorney and shall provide copies of those reports to the Office of the State Attorney and to such other parties as it deems appropriate or may be required by law.
9. The SHERIFF will provide to FDLE, as required by law, reports reflecting crime statistics for all Part 1, UCR reportable crimes occurring in the CITY which are reported to the SHERIFF through the ACISS system pursuant to this Agreement. The information provided shall include the number and types of crimes reported by the CITY through the ACISS system. The SHERIFF will also provide this information to the CITY police department.

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<sup>1</sup> There are several options for accomplishing supporting document entry into ACISS which will be defined by the SHERIFF and included in ACISS training.

10. In return for the services specified above to be provided by the SHERIFF, the CITY shall pay to the SHERIFF the sum of SIX THOUSAND THREE HUNDRED AND FOURTEEN DOLLARS AND NO CENTS (\$6,314.00) This cost reflects both start-up and ongoing costs for the term of the agreement as detailed in the Attachment, herein incorporated, and is based upon two licenses for sufficient access to ACISS. Additionally, the cost for police reports is \$5.50 per report generated by ARMS Specialists.<sup>2</sup> Said reports shall be tracked and invoiced by the SHERIFF to the CITY on a monthly basis, payable upon receipt.

C. TRAFFIC CRASH REPORTING SYSTEM

1. In addition to ACISS, the SHERIFF will also make a vehicle crash reporting system available to the CITY police department. The system currently in use is the Traffic and Criminal Reporting System (TraCS) although the parties agree the SHERIFF reserves the right to discontinue use of TraCS should the State of Florida no longer offer its use free of charge or for other reasons as determined by the SHERIFF. Should the SHERIFF discontinue use of TraCS, it agrees to make available at cost, if any, whatever replacement system it elects to use.
2. It will be the responsibility of the CITY police department to ensure that crash reports are entered and approved/closed in a timely manner in compliance with the standards set by Florida Statute and the Florida Department of Highway Safety and Motor Vehicles (DHSMV) guidelines. The SHERIFF will be responsible for the uploading of crash reports on its website for citizen access.
3. The SHERIFF agrees to provide the CITY police department training in the utilization of TraCS in conjunction with the initial eight (8) hours of ACISS training. The parties agree that the goal in training CITY officers in the use of TraCS is to develop expertise on the part of one or more officers to the extent they will become responsible for training new officers who are employed by the CITY in the future.

D. TOTAL COMPENSATION

The CITY agrees to pay to the SHERIFF within thirty (30) days of the effective date of this Agreement the sum of SEVENTY-THREE THOUSAND SEVEN HUNDRED NINETY-FIVE DOLLARS AND NO CENTS (\$73,795.00), which reflects the minimum sum due for all services to be rendered during the term of this Agreement, excluding the charges for Verizon and the police reports, as indicated above.

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<sup>2</sup> A charge will not be incurred for any report created solely for the purpose of adding supporting documents to an existing report file.

E. CONTACT PERSONS

The SHERIFF agrees to use best efforts and necessary resources available to the SHERIFF to carry out the terms and conditions of this Agreement. Both parties agree that they will cooperate and work together to carry out the terms and conditions of the Agreement. To that end, the parties agree that the following individuals shall be the contact persons of the CITY and SHERIFF respectively:

FOR THE CITY

ROBERT VINCENT, Chief  
2401 53<sup>rd</sup> Street South  
Gulfport, FL 33707  
(727) 893-1049

FOR THE SHERIFF

JIM LABONTE, Director  
P. O. Drawer 2500  
Largo, FL 33779-2500  
(727) 582-6410

F. ACCREDITATION

The parties agree that the SHERIFF will provide to the CITY documented evidence of compliance with the standards set by the Florida Commission for Law Enforcement Accreditation for the services specified in the Agreement.

G. TERMINATION

Either party may terminate this Agreement without penalty upon providing notice of such termination in writing thirty (30) days in advance of the date of termination. Upon such termination, the SHERIFF shall retain such sum from the payment set forth above as reflects the service provided through the date of termination and shall refund the remainder to the CITY.

H. COMPLETE AGREEMENT

This Agreement constitutes the full and complete understanding of the parties.

I. MODIFICATION

This Agreement may be modified or amended only by a document in writing signed by the parties hereto.

J. ASSIGNMENT

Neither party shall assign any obligations or responsibilities under this Agreement to any third party.

K. INDEMNIFICATION

Each party shall be liable for the negligent acts or omissions of its own employees in the performance of this Agreement. Nothing contained herein shall be construed to limit or modify the provisions of Florida Statute 768.28. Nothing herein shall abrogate or expand the sovereign immunity enjoyed by the CITY and the SHERIFF pursuant to the provisions of Chapter 768, Florida Statutes, nor shall any third party receive any benefit whatsoever from the indemnification provided herein.

L. TERM OF AGREEMENT

This Agreement shall be effective January 1, 2012, through September 30, 2012.

The parties agree that where the Agreement is not terminated as provided for above, the terms of this Agreement shall automatically continue for 120 days beyond September 30, 2012, in the event a replacement contract has not yet been completely executed. The CITY shall pay to the SHERIFF the annual ongoing costs less the amount estimated for ARMS reports cited in the Attachment, and the parties agree that an increase in the ongoing annual cost of service, if any, shall be retroactively applied for services rendered from October 1, 2012, through the duration of the replacement contract, and shall be paid by the CITY to the SHERIFF within thirty (30) days after execution of the replacement contract.

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IN WITNESS WHEREOF the parties to this Agreement have caused the same to be signed by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

ATTEST:

CITY OF GULFPORT, FLORIDA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Manager

Approved as to form and correctness:

\_\_\_\_\_

APPROVED AS TO FORM:

SHERIFF OF PINELLAS COUNTY, FLORIDA

\_\_\_\_\_  
Deputy General Counsel

\_\_\_\_\_  
BOB GUALTIERI, Sheriff

**Agenda Item No. 7-b**  
**Resolution No. 2011-67**



**GULFPORT CITY COUNCIL**  
**AGENDA MEMORANDUM**

**FROM:** Robert Vincent, Police Chief

**DATE:** 11/1/2011

**AGENDA ITEM:** 7-b

**RESOLUTION NO:** 2011-67

**SUBJECT:** Criminal Justice Information Systems Agreement with Pinellas County Sheriff

**RECOMMENDATION: (or)**  
**DIRECTION REQUESTED:**

That council authorize the City Manager to enter into an agreement with the Pinellas County Sheriff to allow members of the Gulfport Police Department to have access to specified Criminal Justice Information Systems.

**BACKGROUND:**

The Florida Department of Law Enforcement serves as the coordinator for all law enforcement agencies within the state in terms of their access to federal and state computer databases. Each law enforcement agency, as well as each individual member of the agency, is provided authorization on an independent basis. Currently, the Gulfport Police Department manages its own connection to these information systems, but as a part of the transition of communications and records management services, we will no longer maintain that connection. As a result, Gulfport police will have to rely on the sheriff's systems in order to gain access.

**ANALYSIS:**

Because access to these systems is strictly regulated by state and federal authorities, the sheriff insists that this agreement be in place before allowing members of the Gulfport Police Department to have access via the sheriff's connections.

**FINANCIAL IMPACT:**

There is no cost associated with the implementation of this agreement.

**MOTION:**

I move to approve/deny Resolution No. 2011-67 authorizing the City Manager to enter into an agreement with the Pinellas County Sheriff, as specified.

RESOLUTION NO. 2011-67

A RESOLUTION OF THE CITY OF GULFPORT, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE PINELLAS COUNTY SHERIFF FOR GULFPORT POLICE DEPARTMENT ACCESS TO SPECIFIED CRIMINAL JUSTICE INFORMATION SYSTEMS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Florida Department of Law Enforcement serves as the coordinator for all law enforcement agencies within the state in terms of their access to federal and state computer databases; and

WHEREAS, Each law enforcement agency, as well as each individual member of the agency, is provided authorization on an independent basis; and

WHEREAS, As a part of the transition of communications and records management services to the Pinellas County Sheriff, Gulfport Police will have to gain access through the sheriff's systems.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GULFPORT, FLORIDA:

**Section 1.** The City Manager is hereby authorized to enter into an agreement with the Pinellas County Sheriff to allow members of the Gulfport Police Department to have access to specified Criminal Justice Information Systems.

**Section 2.** This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 1st day of November, 2011 by the Council of the City of Gulfport, Florida.

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Michael J. Yakes, Mayor

ATTEST:

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Lesley DeMuth, City Clerk

CRIMINAL JUSTICE INFORMATION SYSTEMS  
NON-TERMINAL USER AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between BOB GUALTIERI, Sheriff of Pinellas County, Florida (hereinafter referred to as SHERIFF) and the CITY OF GULFPORT, FLORIDA (hereinafter referred to as USER).

WITNESSETH:

WHEREAS, the SHERIFF has access to the Florida Crime Information Center (FCIC) System, the National Crime Information Center (NCIC) System, the National Law Enforcement Telecommunications System (NLETS) and other state and national criminal justice information systems; and

WHEREAS, SHERIFF'S CAD system allows him access to these systems to obtain criminal histories, send and receive inquiries and administrative messages, run license plates, driver licenses and warrant checks; and

WHEREAS, USER does not have access from its police vehicles from which to access these systems and desires SHERIFF to allow USER access to the SHERIFF'S CAD system to access this information from USER'S police vehicles; and

WHEREAS, SHERIFF is willing to permit USER access to the CAD system; and

WHEREAS, SHERIFF is willing to enter and retrieve information on USER'S behalf as needed provided all information supplied by USER is accurate, complete and timely, and all information requested by USER is obtained only for authorized purposes;

NOW, THEREFORE, in consideration of the foregoing representations and for other good and valuable consideration, receipt of which is acknowledged, the parties agree as follows:

1. USER agrees to purchase and install TriTech VisiNet Mobile software at USER'S sole expense.
2. SHERIFF agrees to allow USER to access SHERIFF'S CAD system from USER'S police vehicles.
3. USER agrees to allow only certified users access to the CAD system.
4. SHERIFF will enter stolen property, missing persons, and other information into the applicable system upon the oral request of USER. Information supplied by USER must be accurate, complete and timely.

5. Within twenty-four (24) hours of USER'S oral request for entry of information, USER shall deliver to SHERIFF'S Records Division Validation Unit an electronic copy of the offense/police report.
6. If an electronic copy of the police report is not delivered to the SHERIFF'S Records Division Validation Unit within twenty-four (24) hours of USER'S oral request for entry of information, SHERIFF may, at his option, delete the entry from the system.
7. Within twenty-four (24) hours of its preparation, USER shall deliver to SHERIFF'S Records Division Validation Unit any supplement to the offense/police report.
8. USER shall notify SHERIFF orally of all facts requiring the modification or cancellation of any entry made by SHERIFF on USER'S behalf. Such oral notification shall be given immediately upon USER'S learning such facts. Within twenty-four (24) hours of such oral notification, USER shall deliver to SHERIFF'S Records Division Validation Unit an electronic copy of the supplement to the offense/police report setting forth the facts requiring the modification or cancellation of the entry.
9. USER will abide by all rules, regulations, policies and procedures of FCIC, NCIC, NLETS and SHERIFF as they relate to the services being provided USER under this Agreement.
10. This Agreement shall be binding upon the parties from January 1, 2012, through September 30, 2012. However, either party may terminate this Agreement prior to the date stated above by providing written notice of such termination to the other party thirty (30) days in advance of such termination.
11. SHERIFF may discontinue service under this Agreement, without notice, if SHERIFF receives credible evidence that USER is violating this Agreement or any applicable rule, regulation, policy or procedure.
12. USER agrees to hold harmless and indemnify SHERIFF from any and all claims, actions, and lawsuits, whatsoever in nature, which arise as a result of USER'S access to the CAD system. USER further agrees to hold harmless and indemnify SHERIFF from any and all claims, actions and lawsuits, whatsoever in nature, which arise as a result of SHERIFF'S entering incorrect information supplied by USER into one of the systems, or which results from USER'S failure to provide SHERIFF information, know to USER, warranting the modification or cancellation of an entry. Said indemnification shall include all damages, costs and attorney's fees. Additionally, each party shall be liable for the negligent acts or omissions of its own employees in the performance of this Agreement. Nothing contained herein shall be construed to limit or modify the provisions of Florida Statute 768.28. Nothing herein shall abrogate or expand the sovereign immunity enjoyed by the CITY and the SHERIFF pursuant to the provisions of Chapter 768, Florida Statutes, nor shall any third party receive any benefit whatsoever from the indemnification provided herein.

IN WITNESS WHEREOF, the parties to this Agreement have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

ATTEST:

CITY OF GULFPORT

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Manager

Approved as to form and correctness:

\_\_\_\_\_

\_\_\_\_\_  
Chief of Police

PINELLAS COUNTY SHERIFF'S OFFICE

\_\_\_\_\_  
Witness

\_\_\_\_\_  
BOB GUALTIERI, Sheriff

Approved as to form:

\_\_\_\_\_  
Deputy General Counsel

**Agenda Item No. 8  
Old Business**

**Agenda Item No. 9  
New Business**

**Agenda Item No. 10  
Council Reports**

**Agenda Item No. 11  
Adjournment**