

CITY OF INDIAN ROCKS BEACH

CITY COMMISSION MEETING

AGENDA PACKET

CITY HALL

1507 BAY PALM BLVD. INDIAN ROCKS BEACH, FL. 33785

TUESDAY, FEBRUARY 10, 2026

6:00 PM



AGENDA

CITY OF INDIAN ROCKS BEACH

CITY COMMISSION MEETING

Civic Auditorium/Commission Chambers-1507 Bay Palm Blvd., Indian Rocks Beach, FL 33785

Tuesday, February 10, 2026, at 6:00 P.M.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

COMMISSIONERS' ROLL CALL:

- **Mayor-Commissioner Denise Houseberg**
- **Vice-Mayor Commissioner Janet Wilson**
- **Commissioner John Bigelow**
- **Commissioner Jude Bond**
- **Commissioner Hilary King**

1. PRESENTATIONS:

A. REPORT OF Pinellas County Sheriff's Office.

B. REPORT OF Pinellas Suncoast Fire & Rescue District.

2. NEIGHBOR'S COMMENTS. [3-minute time limit per speaker.]

(Any member of the audience may come forward, give their name and address, and state any comment or concern that they may have regarding any matter over which the City Commission has control, EXCLUDING AGENDA ITEMS. All statements made to the City Commission shall be made to the City Commission as a whole, not directed to any individual City Commission Member, and no personal, impertinent, or slanderous remarks shall be permitted. No speaker shall be interrupted, and no debate shall occur between the speaker and the City Commission.)

3. REPORTS OF:

- A. City Attorney**
- B. City Manager**
- C. City Commission.** *[3-minute time limit per City Commission Member.]*

4. WORK SESSION ITEMS:

- A. Neighbor Advisory Board**
- B. Charter Officer Performance Review Criteria**

5. ADDITIONS/DELETIONS.

(Any item to be removed or added to the Agenda to be discussed at Other Business)

6. CONSENT AGENDA:

- A. APPROVAL OF** January 13, 2026, Regular City Commission Meeting Minutes.
- B. APPROVAL OF** January 22, 2026, Special City Commission Meeting Minutes.
- C. RECEIVE/FILE** December 2025 Year-To-Date First Quarter Financials.
- D. APPROVAL OF** Interlocal Agreement (ILA) -Post Storm Recovery Services
- E. AUTHORIZING** City Manager to enter into a Service Agreement between the City of Indian Rocks Beach and ParkMobile, LLC for mobile on-demand parking payment services

These items consist of non-controversial, or "housekeeping" items required by law. Items may be considered individually by any Commissioner making such request prior to a motion and vote on the Consent Items.

7. PUBLIC HEARINGS:

A. BOA-2026-01 -QUASI-JUDICIAL PROCEEDING 452 HARBOR DRIVE, INDIAN

ROCKS BEACH, FLORIDA: Variance request from Sec.110-131(1)(g) of the Code of Ordinances, of 4 feet above the required 35 foot maximum building height resulting in a building height of 39 feet for a new residential dwelling located at 452 Harbor Dr S Indian Rocks Beach, Florida, and legally described as Lot 38, Twenty-Third Addition to RE-Revised Map of Indian Beach, recorded in Plat Book 38 Page 75 of the Public Records of Pinellas County. Property ID # 06-30-15-42444-000-0380.

- i. Presentation by Planning and Zoning Consultant Hetty Harmon
- ii. Mayor-Commissioner opens Public Hearing
- iii. Mayor-Commissioner closes Public Hearing
- iv. City Commission considers BOA Case 2026-01- 452 Harbor Drive

B. ORDINANCE NO. 2026-01- SECOND/FINAL READING/PUBLIC READING

An ordinance of the City of Indian Rocks Beach, Florida, amending chapter 62 of the Code of Ordinances, amending section 62-31. – parking violation fines; creating section 62-39. – paid metered parking on beach accesses; establishing a schedule of hours for paid meter parking; establishing a process for setting the hourly rates for paid metered parking; providing exemptions; providing for applicability, repealer, severability, codification, and an effective date, on second reading.

- i. Presentation by City Manager Ryan Henderson
- ii. Mayor-Commissioner opens Public Hearing
- iii. Mayor-Commissioner closes Public Hearing
- iv. City Commission considers Ordinance 2026-01

C. ABT CASE 27-2026- QUASI-JUDICIAL PROCEEDING- 311 GULF BLVD # 1, Dimitrios Sioutis d/b/a Kera Pizza Tavern. Requesting 4 COP/SFS Alcoholic Beverage Use Designation (Beer, Wine, Liquor. By the drink for consumption on premises or in a sealed container meeting the requirements of s. 561.20(2)(a)4, F.S., for consumption off premises) for the establishment Kera Pizza Tavern, located at 311 Gulf Boulevard Unit #1, Indian Rocks Beach, Florida, and legally described as INDIAN ROCKS BEACH BLK 9, LOTS 9,10,11.& 20 TOGETHER WITH LOTS 8 & 21 LESS THOSE PARTS LYING WITHIN IBR PLAZA LLC. SUB.
PARCEL ID# 12-30-14-42858-009-0100

- i. Presentation by City Clerk Lorin Kornjitschuk
- ii. Mayor-Commissioner opens Public Hearing
- iii. Mayor-Commissioner closes Public Hearing
- iv. City Commission considers ABT 27-2026

8. OTHER BUSINESS:

9. ADJOURNMENT

APPEALS: Any person who decides to appeal any decision made, with respect to any matter considered at such hearing, 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, per s. 286.0105, F.S. Verbatim transcripts are not furnished by the City of Indian Rocks Beach, and should one be desired, arrangements should be made in advance by the interested party (i.e., Court Reporter).

In accordance with the Americans with Disabilities Act and s. 286.26, F.S., any person with a disability requiring reasonable accommodation to participate in this meeting should contact the City Clerk's Office with your request, telephone 727/595-2517 lkornjitschuk@irbcity.com, no later than FIVE (5) days before the proceeding for assistance.

POSTED: February 6, 2026

Upcoming City Meetings and Events:

- Special Magistrate Hearing: Thursday, February 12, 2026, at 1:30 a.m.
- IRB Municipal Election Tuesday, March 10, 2026, from 7:00 a.m. until 7:00 p.m.
- New Commission Swearing-in Ceremony: Wednesday, March 25, 2026, at 5:30 p.m.
- Regular City Commission Meeting: Wednesday, March 25, 2026, at 6:00 p.m.

*All meetings are held in the City of Indian Rocks Beach Civic Auditorium
1507 Bay Palm Blvd. Indian Rocks Beach, FL. 33785*

AGENDA ITEM 1 A
PRESENTATION
PINELLAS COUNTY SHERIFFS OFFICE

AGENDA ITEM 1 B
PRESENTATION
PINELLAS SUNCOAST FIRE & RESCUE DISTRICT

AGENDA ITEM 2
NEIGHBORS' COMMENTS

AGENDA ITEM 3 A
REPORTS OF
CITY ATTORNEY

AGENDA ITEM 3 B
REPORTS OF
CITY MANAGER

AGENDA ITEM 3 C
REPORTS OF
CITY COMMISSION

AGENDA ITEM 4 A
WORK SESSION ITEM
NEIGHBOR ADVISORY BOARD

**INDIAN ROCKS BEACH CITY COMMISSION
AGENDA MEMORANDUM**

MEETING OF: February 10, 2026 **AGENDA ITEM:** 4A

ORIGINATED BY: Ryan Henderson, City Manager

AUTHORIZED BY: Ryan Henderson, City Manager *AMH*

SUBJECT: Neighbor Advisory Board

BACKGROUND:

At the January 13, 2026, City Commission meeting, the City Commission discussed the potential creation of a Neighbor Advisory Board. Pursuant to Article XII of the City Charter—Creation of Boards or Commissions—the City Commission “may create by ordinance any and all boards or commissions deemed necessary to promote the health, safety, or general welfare of the community, and appoint the boards or commissions and set forth the duties and powers thereof.”

It is recommended that the City Commission further discuss the purpose and objectives of establishing a Neighbor Advisory Board and provide direction to City staff to draft a resolution for future consideration. The resolution would formally establish the board and outline the specific matters on which the City Commission seeks advisory input.

AGENDA ITEM 4 B
WORK SESSION ITEM
CHARTER OFFICER PERFORMANCE REVIEW CRITERIA

**INDIAN ROCKS BEACH CITY COMMISSION
AGENDA MEMORANDUM**

MEETING OF: February 10, 2026 **AGENDA ITEM:** 4B

ORIGINATED BY: Ryan Henderson, City Manager

AUTHORIZED BY: Ryan Henderson, City Manager

SUBJECT: Charter Officer Performance Review Criteria *RH*

BACKGROUND:

The three Charter Officers of the City of Indian Rocks Beach (City Manager, City Clerk, and City Attorney) are hired and serve at the pleasure of the City Commission. It is imperative as part of good governance practices, that at least once a year each charter member receives an evaluation.

There are many ways to conduct an evaluation of the officers. The intent of this work session item is for the City Commission to discuss and determine a process on how each is to be evaluated. Attached as backup material to this item are sample evaluation forms provided by professional associations that may serve the Commission as valuable tools to use.

CITY OF INDIAN ROCKS BEACH
CHARTER OFFICER EVALUATION FORM

Evaluation Date:	
Review Period	(from - to)
Name	
Title	City Attorney
Evaluator	

Please provide an evaluation, on a scale of 1 (lowest) to 5 (highest), of the above-mentioned charter officer according to the criteria listed below.

5	Exceptional
4	Commendable
3	Fully Satisfactory
2	Needs Improvement
1	Marginal

Job Knowledge

Evaluation	Description
	Knowledge of policies, procedures and technical aspects of job
	Understanding of job description and function
	Ability to execute required functions and tasks

Quality of Work

Evaluation	Description
	Ability to provide error-free results
	Thoroughness and completeness of results
	Practicality of solutions and work product

Reliability

Evaluation	Description
	On time for meetings
	On time for delivery dates
	Attendance

Initiative and Judgment

Evaluation	Description
	Bringing solutions before problems arise
	Ability to solve issues quickly and accurately
	Soundness in decision making

Cooperation

Evaluation	Description
	Pleasure to be on a team with
	Behavior in meetings
	Has a positive attitude at work

Management and Leadership Capability (if not involved managing staff, please skip this section)

Evaluation	Description
	Ability to plan work, determine adequate staffing and provide supervision
	Ability to motivate, train and reduce key-person dependency
	Quality of decision making
	Timeliness of decision making
	Ability to create a positive climate in the organization
	Ability to communicate strategy, plans and goals
	Community leadership and standing

Job-Specific Evaluation (insert additional sheet if necessary)

Area of Responsibility	Comment
Ordinance Writing – Efficiently prepares well-drafted and accurate ordinances	
Meeting Management – Participates in city meetings with public in a professional and accurate manner	
Counsel: Provides city with accurate and timely advice on legal matters..	
Other : please add as needed	

Please Describe Areas of Excellence

Please Describe Areas of for Improvement

Please describe action plan for Improvement

Initial here if this is a self-evaluation _____

City Manager Performance Evaluation

City of _____

Evaluation period: _____ to _____

Governing Body Member's Name

Each member of the governing body should complete this evaluation form, sign it in the space below, and return it to _____. The deadline for submitting this performance evaluation is _____. Evaluations will be summarized and included on the agenda for discussion at the work session on _____.

Mayor's Signature

Date

Governing Body Member's Signature

Date Submitted

INSTRUCTIONS

This evaluation form contains ten categories of evaluation criteria. Each category contains a statement to describe a behavior standard in that category. For each statement, use the following scale to indicate your rating of the city manager's performance.

5 = Excellent (almost always exceeds the performance standard)

4 = Above average (generally exceeds the performance standard)

3 = Average (generally meets the performance standard)

2 = Below average (usually does not meet the performance standard)

1 = Poor (rarely meets the performance standard)

Any item left blank will be interpreted as a score of "3 = Average"

This evaluation form also contains a provision for entering narrative comments, including an opportunity to enter responses to specific questions and an opportunity to list any comments you believe appropriate and pertinent to the rating period. Please write legibly.

Leave all pages of this evaluation form attached. Initial each page. Sign and date the cover page. On the date space of the cover page, enter the date the evaluation form was submitted. All evaluations presented prior to the deadline identified on the cover page will be summarized into a performance evaluation to be presented by the governing body to the city manager as part of the agenda for the meeting indicated on the cover page.

PERFORMANCE CATEGORY SCORING

1. INDIVIDUAL CHARACTERISTICS

- Diligent and thorough in the discharge of duties, "self-starter"
- Exercises good judgment
- Displays enthusiasm, cooperation, and will to adapt
- Mental and physical stamina appropriate for the position
- Exhibits composure, appearance and attitude appropriate for executive position

Add the values from above and enter the subtotal $\div 5 =$ score for this category

2. PROFESSIONAL SKILLS AND STATUS

- Maintains knowledge of current developments affecting the practice of local government management
- Demonstrates a capacity for innovation and creativity
- Anticipates and analyzes problems to develop effective approaches for solving them
- Willing to try new ideas proposed by governing body members and/or staff
- Sets a professional example by handling affairs of the public office in a fair and impartial manner

Add the values from above and enter the subtotal $\underline{\hspace{2cm}} \div 5 = \underline{\hspace{2cm}}$ score for this category

3. RELATIONS WITH ELECTED MEMBERS OF THE GOVERNING BODY

- Carries out directives of the body as a whole as opposed to those of any one member or minority group
- Sets meeting agendas that reflect the guidance of the governing body and avoids unnecessary involvement in administrative actions
- Disseminates complete and accurate information equally to all members in a timely manner
- Assists by facilitating decision making without usurping authority
- Responds well to requests, advice, and constructive criticism

Add the values from above and enter the subtotal $\underline{\hspace{2cm}} \div 5 = \underline{\hspace{2cm}}$ score for this category

4. POLICY EXECUTION

- Implements governing body actions in accordance with the intent of council
- Supports the actions of the governing body after a decision has been reached, both inside and outside the organization
- Understands, supports, and enforces local government's laws, policies, and ordinances
- Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness
- Offers workable alternatives to the governing body for changes in law or policy when an existing policy or ordinance is no longer practical

Add the values from above and enter the subtotal $\underline{\hspace{2cm}} \div 5 = \underline{\hspace{2cm}}$ score for this category

5. REPORTING

- Provides regular information and reports to the governing body concerning matters of importance to the local government, using the city charter as guide
- Responds in a timely manner to requests from the governing body for special reports
- Takes the initiative to provide information, advice, and recommendations to the governing body on matters that are non-routine and not administrative in nature
- Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience
- Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny

Add the values from above and enter the subtotal $\underline{\quad} \div 5 = \underline{\quad}$ score for this category

6. CITIZEN RELATIONS

- Responsive to requests from citizens
- Demonstrates a dedication to service to the community and its citizens
- Maintains a nonpartisan approach in dealing with the news media
- Meets with and listens to members of the community to discuss their concerns and strives to understand their interests
- Gives an appropriate effort to maintain citizen satisfaction with city services

Add the values from above and enter the subtotal $\underline{\quad} \div 5 = \underline{\quad}$ score for this category

7. STAFFING

- Recruits and retains competent personnel for staff positions
- Applies an appropriate level of supervision to improve any areas of substandard performance
- Stays accurately informed and appropriately concerned about employee relations
- Professionally manages the compensation and benefits plan
- Promotes training and development opportunities for employees at all levels of the organization

Add the values from above and enter the subtotal $\underline{\quad} \div 5 = \underline{\quad}$ score for this category

8. SUPERVISION

- Encourages heads of departments to make decisions within their jurisdictions with minimal city manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff
- Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level
- Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the city manager's office
- Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback
- Encourages teamwork, innovation, and effective problem-solving among the staff members

Add the values from above and enter the subtotal $\div 5 =$ score for this category

9. FISCAL MANAGEMENT

- Prepares a balanced budget to provide services at a level directed by council
- Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- Prepares a budget and budgetary recommendations in an intelligent and accessible format
- Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability
- Appropriately monitors and manages fiscal activities of the organization

Add the values from above and enter the subtotal $\div 5 =$ score for this category

10. COMMUNITY

- Shares responsibility for addressing the difficult issues facing the city
- Avoids unnecessary controversy
- Cooperates with neighboring communities and the county
- Helps the council address future needs and develop adequate plans to address long term trends
- Cooperates with other regional, state and federal government agencies

Add the values from above and enter the subtotal $\div 5 =$ score for this category

NARRATIVE EVALUATION

What would you identify as the manager's strength(s), expressed in terms of the principle results achieved during the rating period?

What performance area(s) would you identify as most critical for improvement?

What constructive suggestions or assistance can you offer the manager to enhance performance? _____

What other comments do you have for the manager; e.g., priorities, expectations, goals or objectives for the new rating period? _____



Charter Officer

Annual Performance Evaluation Form

Introduction:

The City Council is responsible for conducting Charter Officer annual evaluations to ensure the Charter Officer contributes to the City's mission, vision, and goals. Charter Officer performance evaluations shall be completed the last month of the fiscal year.

The purpose of the Charter Officer evaluation is to provide timely, clear, and focused input to Charter members regarding key performance areas identified as most critical by the City Council in achieving the City's strategic objectives.

The Charter Officer should be evaluated using criteria established by the Council aligning with established core competencies and salary adjustments as determined by Human Resources. Human Resources will notify the Council members at least one month in advance of performance evaluation due dates. Annual salary awards will be based on market considerations and according to budgetary or fiscal constraints.

Council Members Instructions:

Evaluate the Charter Officer's performance for each area of accountability using the rating scale outlined below. Consider all criteria together when forming an impression about the Charter Officer's performance. Add comments you believe provide context to your rating or that would be helpful to the Charter Officer.

Performance Descriptors and Rating Scale		
5	Outstanding	Work performance consistently exceeds all performance expectations and displays a consistent level of exceptional performance. This is consistent, exceptional performance.
4	Exceeds Expectations	Work performance consistently achieves all performance expectations and key elements of performance are consistently carried out in an exceptional manner or sustained periods. This is consistent, outstanding performance.
3	Meets Expectations	Work performance consistently achieves all performance expectations for this factor.
2	Needs Improvement	Work performance on one or more elements is less than expected and requires some improvements to fully meet performance standards.
1	Did Not Meet Expectations	Work performance within this factor is unacceptable. Performance did not meet expected performance standards.

Ratings 2 or below should include comments and if applicable provide specific suggestions for performance improvement.

Fiscal Year		Evaluator	
Charter Officer		Title	



Charter Officer Annual Performance Evaluation Form

Competencies:

1. Business Acumen. Understands the business, financial status of the organization and core operational area of responsibility; realizes implications of key financial indicators, and uses economic and industry data to accurately diagnose business strengths and weaknesses.

Council Member: Check competency rating	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5	<input type="checkbox"/> N/A
--	----------------------------	----------------------------	----------------------------	----------------------------	----------------------------	------------------------------

Council Member Comments:

2. Communication and Building Relationships. Communicates and listens effectively, open to receiving and giving constructive feedback, promotes frank and open discussions on issues. Cultivates a network of relationships both internal and external, promotes collaboration and removes barriers across organizational lines, builds credibility for the City.

Council Member: Check competency rating	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5	<input type="checkbox"/> N/A
--	----------------------------	----------------------------	----------------------------	----------------------------	----------------------------	------------------------------

Council Member Comments:

3. Fiscal Management. Prepares a balanced budget to provide services at a level directed by the Council Members, ensuring actions and decisions reflect an appropriate level of responsibility for financial planning and accountability.

Council Member: Check competency rating	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5	<input type="checkbox"/> N/A
--	----------------------------	----------------------------	----------------------------	----------------------------	----------------------------	------------------------------

Council Member Comments:



Charter Officer Annual Performance Evaluation Form

4. **Integrity.** Demonstrates the highest level of integrity and ethical behavior, adhering to the City's code of conduct upholding the values of the City, challenges questionable work standards and confronts or reports suspicious practices to appropriate leaders or authorities.

Council Member: Check competency rating	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5	<input type="checkbox"/> N/A
---	----------------------------	----------------------------	----------------------------	----------------------------	----------------------------	------------------------------

Council Member Comments:

5. **Leading and Supervision.** Effectively establishes strategies to develop and maximize employee performance, foster high standards in meeting the vision, mission and goals of the department.

Council Member: Check competency rating	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5	<input type="checkbox"/> N/A
---	----------------------------	----------------------------	----------------------------	----------------------------	----------------------------	------------------------------

Council Member Comments:

Council Member's Overall Comments: Provide any constructive feedback that you feel might benefit Charter Member.

City Council Member Signature		Date
-------------------------------	--	------

AGENDA ITEM 5
ADDITIONS/DELETIONS

CONSENT AGENDA 6 A
APPROVAL OF JANUARY 13, 2026,
CITY COMMISSION MEETING MINUTES

MINUTES

CITY OF INDIAN ROCKS BEACH

CITY COMMISSION MEETING

Civic Auditorium

1507 Bay Palm Blvd., Indian Rocks Beach, Florida 33785

Tuesday, January 13, 2026, at 6:00 P.M.

CALL TO ORDER

Mayor-Commissioner Houseberg called the meeting to order at 6:00 P.M., followed by the Pledge of Allegiance.

ROLL CALL

Commissioners Present

- Mayor-Commissioner Denise Houseberg
- Vice Mayor-Commissioner Janet Wilson
- Commissioner Hilary King
- Commissioner John Bigelow
- Commissioner Jude Bond

Staff Present

- Ryan Henderson, City Manager
- Lorin Kornijtschuk, City Clerk
- Matthew Maggard, City Attorney
- Dean Scharmen, Public Works Director
- Robin Gomez, Interim Finance Director

For continuity, items are listed in agenda order, though they may not be discussed in that order.

1. PRESENTATIONS

A. REPORT OF Pinellas County Sheriff's Office

- The Pinellas County Sheriff's Office provided its monthly report.

B. REPORT OF Pinellas Suncoast Fire & Rescue District

The Fire Department Representative provided its monthly December report.

- 21 medical emergencies (2 active heart attacks, 1 cardiac arrest)
- 12 fire incidents (elevator rescues, fire alarms, gas leaks)
- Station 75 allocated number by Pinellas County; location: 24th Avenue and 2nd Street

2. NEIGHBOR'S COMMENTS

John Pfanstiehl, 448 Harbor Dr. S

- Addressed ongoing failure to enforce short-term rental regulations
- Expressed confidence in the new City Manager

Beth Flynn, 914 Harbor House Drive

- As President of Friends of Indian Rocks Beach Library, invited Commission and public to grand opening; Event: Saturday, January 24th at 11:00 AM
- Accepting book donations for book sale and Little Libraries

Kellee Watt, 431 Harbor Dr. South

- Announced candidacy for Indian Rocks Beach Commission
- 23 years IRB resident, Clearwater High School graduate
- University of Florida degree in business administration, and a master's in business

Amy McPherson, 2200 Gulf Blvd.

- Received code citation for hedges while the adjacent construction site remains uncited
- Requested review of code requirements for construction site safety and maintenance

Mark Bodine, 2402 Gulf Blvd., Cameron Cove Resort

- Cameron Cove is a timeshare resort established in 1982 with weekly deeded owners
- Requested parking consideration for weekly owners similar to full-time residents

Don House, 2104 Beach Trail

- Announced third run for commission

Patty Katz, 124 13th Ave.

- STR owners sued the city after regulations were passed
- Questioned why businesses object to reasonable regulations

Michael Campbell, 80 Gulf Blvd.

- Warned against enacting complicated parking regulations when existing laws are not enforced

Jerry Newton, 438 Harbor Dr. North

- Noted short-term rental enforcement not on agenda despite being a major community issue

Lan Vaughn, 301 Harbor Dr.

- Referenced Fort Myers Beach enforcement article

- Raised safety concerns: compared restaurants requiring inspection to STRs operating without required safety inspections

Nanette Prevos (nonprofit, suicide prevention, drug overdose, emergency management, water rescue)

- Noted paid parking impact on first responders and nonprofits needing beach access
- Requested consideration for first responder parking accommodations

Scott Shapiro, 2030 220th Ave. Parkway

- Challenged commissioners to show courage and add items to the agenda

3. REPORTS OF:

A. City Attorney:

City Attorney Matthew Maggard provided an update on Short-Term Rental Enforcement:

- Scheduling bimonthly magistrate hearings
- Bringing STR violators before the magistrate
- Starting with properties, making no effort to register
- Conversation with Code Enforcement Manager Kelly earlier today showed drastically increased voluntary compliance
- Monthly reports show a significant decrease in violations
- Some properties in litigation; enforcement stopped on those pending legal resolution
- Ordinance being enforced as quickly and aggressively as possible
- Making significant progress with voluntary compliance
- Properties brought before the magistrate are being brought into compliance

B. City Manager:

City Manager Ryan Henderson introduced a new program, “Coffee at City Hall,” a monthly opportunity for neighbors to meet with staff at City Hall. Fourth Friday of every month at 8:00 a.m.

C. City Commission

Commissioner Bond: No report

Commissioner Bigelow: No report

Commissioner King: No report

Vice Mayor Wilson:

- Florida Legislature continues placing restrictions on cities, making local decision-making difficult
- Announced IRB rejoining Suncoast League of Cities
- Traveling to Tallahassee next week as part of the SCLOC Advocacy Team
- Goal: ensure IRB voices heard on bills impacting city operations

Mayor-Commissioner Houseberg:

- Meeting with Nick DiCeiglio and the City Manager, to discuss Tallahassee activities and potential dollars for city projects.

4. WORK SESSION ITEMS

Property Tax Reform Presentation

Administrative Director Robin Gomez presented the Property Tax Reform Presentation

Legislative Context:

- First day of Florida legislative session (8 bills/resolutions introduced)
- Bills propose altering property taxes mainly for homesteaded properties
- Homestead: property titled to owner as primary residence
- Any adopted bills require statewide voter approval (60%+ in November election)
- Budget impacts: FY2028 (possibly FY2027 for some bills)

5. ADDITIONS/DELETIONS

Citizen Advisory Board Discussion:

Mayor-Commissioner Houseberg proposed interest in adding a citizen advisory board to the agenda. All commissioners agreed to explore citizen advisory boards at the next meeting.

6. CONSENT AGENDA

A. APPROVAL OF December 9, 2025, Regular City Commission Meeting Minutes.

- B. APPROVAL OF** January 6, 2026, Executive Client Session Meeting Minutes.
- C. APPROVAL OF** Resolution 2026-01; Resolution Implementing Performance Measures for Compliance with the National Flood Insurance Program (NFIP) and Community Rating System (CRS).

Motion by: Vice Mayor Commissioner Wilson to approve the Consent Agenda consisting of items (A through C)

Seconded by: Commissioner King

Vote: Carried Unanimously (5-0)

7. PUBLIC HEARINGS

7. A. ORDINANCE NO. 2026-01 – PUBLIC HEARING / FIRST READING; An ordinance of the City of Indian Rocks Beach, Florida, amending Chapter 62 of the Code of Ordinances, amending Section 62-31 parking violation fines, creating Section 62-39 paid meter parking on beach accesses, establishing a schedule of hours for paid meter parking, establishing a process for setting hourly rates for paid metered parking, providing exemptions, providing for applicability, repealer, severability, codification, and an effective date on first reading.

City Manager Presentation (Clarifications from December 19th Meeting):

Three Major Misinformation Points Addressed:

1. January 1st Start Date: Never established or discussed; significant implementation period needed with community communication and engagement
2. \$100,000 Revenue Figure: Misunderstanding - \$100,000 would be additional revenue from the county lot if the rate increased from \$2.50 to \$4.50; actual paid parking at 182 IRB spots would conservatively generate over \$1 million
3. Pilot Program Scope: Over 300 public parking spots citywide (includes Cole Park, Brown Park, and other parks); pilot focuses on 182 beach access spots for consistency and enforcement purposes; allows six-month assessment period

Program Details Recap:

- 6:00 AM - 10:00 PM (subject to Commission discussion)
- IRB residents with decals do not pay
- Resident-only spots remain with decals
- Residents can park in paid spots without paying if they have a decal
- Parking violation increased from \$75 to \$100

- Fee set by subsequent resolution

Vendor Discussion:

- Met with Park Mobile (piggyback contract)
- Impressed with the enforcement platform
- Dashboard tracks who pay, hours, vacancy patterns

Implementation Timeline:

- After approval: establish go-live date
- Broadcast to the community
- Dedicated webpage: how to pay, why, where the money goes

Neighbors' Comments:

Beth McMullen, 481 Harbor Dr. South

- Small beach community with limited infrastructure, parking, and expansion ability
- Locals squeezed out competing for parking, absorbing enforcement costs, losing beach access

Diane Daniel, 309 10th Ave.

- Supports paid parking
- Suggested annual pass for local area residents at a reasonable fee

Jack Berlin, President, Driftwood Sands Condominium, 2618 Gulf Blvd.

- Users should help pay for community upkeep.
- Requested paid parking including evenings/weekends

Mike Campbell, 80 Gulf Blvd.

- Objects to parking fees
- Beach access is one of the few things everyone can use

James Magner (former 24th Ave. resident)

- Concern about paying to park to clean beach
- Suggested starting at 9:00 AM

Xavier Lemaki, 2300 Gulf Blvd. business owner

- Private property nightmare with all-day parkers affecting business and the entire street mall

Barry Eagle, 2200 Gulf Blvd.

- Balance needed between fiscal responsibility and supporting local businesses
- Mechanism needed for local taxpaying residents to utilize beach

Amy McPherson, 2200 Gulf Blvd.

- Parking issues on weekends.
- Parking lot empties after sunset except for diners

Mark Bodine, Cameron Cove Resort, 2402 Gulf Blvd.

- Years ago, received rearview mirror permits for Cameron Cove timeshare weekly owners for overnight beach access parking

- Consider keeping parking free

Don House, 2104 Beach Trail

- Supports paid parking if helps control issues

Kelly Watt, 431 Harbor Dr. South

- Add golf cart parking spots to paid parking calculation; consider special golf cart-shaped decal for resident golf carts
- Spillover into neighborhoods will happen; compromise: no beach parking signs instead of no parking

Christine Bergman, 2207 Bay Blvd.

- Advocate for people unable to afford fees, especially multi-hour stays
- Consider low-income or senior passes with unlimited monthly fees

Lee Campbell, 80 Gulf Blvd.

- Choosing between public access and other street parking will create a mess

Sean Roland, 1206 Gulf Blvd.

- Free beach access makes IRB unique

Dan Mynesburg, 442 Harbor Dr. North

- Residents pushed away from amenities they support and maintain

Dave Watt, 431 Harbor Dr. South

- Nothing is free; residents paying for it

Bob Copeland, 447 20th Ave.

- City pays to maintain beach accesses

Susan Bell, 717 1st St.

- Does not travel to other Florida cities expecting free beach parking

Matthew Barraclough, 211 11th Ave.

- Far better revenue ways

Beth Flynn, 914 Harbor House Drive

- Need to take care of city and people
- Concerned about code enforcement for parking

RB Johnson, 1206 Beach Trail

- City citizens pay for beach maintenance

Patty Katz, 124 13th Ave.

- Great idea for the morning hours for bridge walkers

Alex Dorman, 126 11th Ave.

- For paid parking

Motion by: Vice Mayor Commissioner Wilson, to adopt Ordinance NO. 2026-01 with modifications to the hours to 8:00 AM until 10:00 PM.

Read full ordinance title: An ordinance of the City of Indian Rocks Beach, Florida, amending Chapter 62 of the Code of Ordinances, amending Section 62-31 parking violation fines, creating Section 62-39 paid meter parking on beach accesses, establishing a schedule of hours for paid meter parking, establishing a process for setting hourly rates for paid metered parking, providing exemptions, providing for applicability, repealer, severability, codification, and an effective date on first reading.

Seconded by: Commissioner King

Roll Call Vote:

- Commissioner Bond: Yes
- Commissioner Bigelow: Yes
- Commissioner King: Yes
- Vice Mayor Commissioner Wilson: Yes
- Mayor-Commissioner Houseberg: Yes

Vote: Carried Unanimously (5-0)

7.B. RESOLUTION NO. 2026-02: A resolution of the city commission of the city of Indian Rocks Beach, Florida, establishing the hourly rates for paid metered parking within the city of Indian Rocks Beach.

City Manager Henderson stated that at the December meeting, staff suggested \$4.50 for uniform rate throughout the city, and it is reasonable compared to other Pinellas County beach communities. He noted an important distinction, in that this is not a fee to use the beach but a charge to park at a City-maintained parking facility, not for the beach access itself.

Neighbors' Comments:

Dave Watt, 431 Harbor Dr. South

- Question about golf cart spots: included in paid parking?
City Manager replied, golf carts are subject to \$4.50 an hour. With a city parking decal, no fee.

Jack Berlin, Driftwood Sands, 2618 Gulf Blvd.

- Fully in favor of \$4.50/hour across beach

Dan Mynesburg, 442 Harbor Dr. North

- In favor of \$4.50

Art Mattiello, 2618 Gulf Blvd.

- In favor of \$4.50/hour

Jorge Besito, 124 13th Ave.

- In favor of consistency with other cities
- Not in favor of carve-outs or discounts, it opens potential legal risk/exposure with discrimination concerns against particular groups

Commission Discussion:

Commissioner Bond stated that this subject started before the hurricane, and is not intended to rob the public; it came from concerns about traffic, congestion, and neighborhood overflow parking. He agreed to \$4.50 an hour.

Commissioner Bigelow agreed with \$4.50/hour.

Commissioner King in favor of \$4.50/hour

Vice Mayor Commissioner Wilson agreed to \$4.50/hour

City Attorney Maggard stated that staff will examine business/neighborhood impacts and traffic during the pilot.

Motion by: Vice Mayor Commissioner Wilson to adopt Resolution NO. 2026-02

Read: Establishing the hourly rates for paid metered parking within the City of Indian Rocks Beach, Florida, as presented.

Seconded by: Commissioner King

Roll Call Vote:

- Commissioner Bond: Yes
- Commissioner Bigelow: Yes
- Commissioner King: Yes
- Vice Mayor Wilson: Yes
- Mayor-Commissioner Houseberg: Yes

Vote: Carried Unanimously. (5-0)

7.C. ORDINANCE NO. 2025-06 – PUBLIC HEARING / SECOND READING : An ordinance of the City of Indian Rocks Beach, Florida, creating Chapter 75, Certified Recovery Residences of the Code of Ordinances, establishing procedures for the review and approval of certified recovery residences, providing for applicability, repealer, severability, inclusion in the code, and an effective date.

City Attorney Maggard - Ordinance Explanation:

- Result of Senate Bill 954 from the last legislative session
- Amended Chapter 397 (specifically 397.487 - Voluntary certification of recovery residences)

- Bill not widely broadcast; bypassed many jurisdictions with other legislative changes
- State requiring ordinance developing process/procedure for reviewing certified recovery residences requesting accommodations to land use regulations
- Land use regulation exceptions serious enough to come before the City Commission
- Application submitted in writing to City Manager/designee
- Staff review
- Case-by-case basis handling
- Application requirements established in ordinance
- Way to revoke accommodation request if granted
- All statutorily mandated
- If certified recovery residence seeking accommodation already permissible under Land Use Code: approved administratively
- State mandating compliance
- Must have been instances/complaints where certified recovery residences (state-defined, state-regulated certification) were denied accommodations
- Can do within 60 days if completed application
- If a slew of applications is preventing 60-day compliance, will readdress

Neighbors' Comments:

Dave Watt, 431 Harbor Dr. South

- Does IRB have right to put structure around it?
 - City Attorney: Case-by-case analysis of reasonableness considering ADA.

John Thayer, 1819 Bay Blvd.

- Thanked City Attorney for explanation; and agrees need to get the state off our back

Beth McMullen, 481 Harbor Dr. South

- Broad determination; opportunity to narrow case-by-case?
 - City Attorney Maggard; The state regulates number based on size, facilities, and services offered. Establishing procedure to handle ADA accommodation requests for certified recovery residences.

Alex Dorman, 126 11th Ave.

- Process to verify certification?
 - City Attorney Maggard; If they want something in ordinances applied differently because certified recovery residences, they must have an application process/procedure for ADA-based requests. Already have regulations; they are asking to waive. Need a process for handling those requests. Could do it administratively, through variance, or the City Commission. This establishes timelines (statute-required), application, response timeline, approval process.

Kelly Watt, 431 Harbor Dr. South

- Could they be anywhere? Any zoning restrictions?

- City Attorney Maggard, like any preempted business, operates where allowed. Would need to consult planning about specifics depending on the request.

Motion by: Vice Mayor Commissioner Wilson to approve Ordinance NO. 2025-06, second reading

Read: Ordinance #2025-06 on second reading, creating Chapter 75, Certified Recovery Residences of the Code of Ordinances, establishing procedures for review and approval of certified recovery residences in compliance with Section 397.487(15)(a) Florida Statutes and Chapter 2025-182, Laws of Florida.

Seconded by: Commissioner Bond

Roll Call Vote:

- Commissioner Bond: Yes
- Commissioner Bigelow: Approve
- Commissioner King: Yes
- Vice Mayor Commissioner Wilson: Yes
- Mayor-Commissioner Houseberg: Yes

Vote: Carried Unanimously. (5-0)

8. OTHER BUSINESS: None.

9. ADJOURNMENT

Motion by: Vice-Mayor Commissioner Wilson

Seconded by: Commissioner King

Vote: Carried Unanimously

Meeting adjourned at 9:02 P.M.

Date Approved

Denise Houseberg, Mayor-Commissioner

Attest: _____
Lorin A. Kornijtschuk, City Clerk

CONSENT AGENDA 6 B
APPROVAL OF JANUARY 22, 2026,
SPECIAL CITY COMMISSION
MEETING MINUTES

MINUTES
CITY OF INDIAN ROCKS BEACH
SPECIAL CITY COMMISSION MEETING
Civic Auditorium
1507 Bay Palm Blvd. Indian Rocks Beach, FL. 33785
Thursday, January 22, 2026

CALL TO ORDER

Mayor-Commissioner Houseberg called the meeting to order at 1:00 p.m., followed by the Pledge of Allegiance and a moment of silence.

ROLL CALL

Attendance:

- Commissioner Jude Bond - Present
- Commissioner John Bigelow - Present
- Commissioner Hillary King - Present
- Vice Mayor Commissioner Janet Wilson - Present
- Mayor Commissioner Denise Houseberg - Present

Staff Present: Matt Maggard, City Attorney; Carlos (Litigation Counsel provided by PRM Insurance); Mike Kelly, Code Compliance Manager; Lorin A. Kornijtschuk, City Clerk, Robin Gomez, Administrative Director, City Manager; and Matthew (City Attorney)

1. DISCUSSION OF settlement proposal in resolution of AP 6, LLC v. City of Indian Rocks Beach, M.D. Fla. Case No. 8:2023cv01986 AP 6, LLC v. City of Indian Rocks Beach, Court for Pinellas County Circuit Court Case No.: 522025CA004779XXCICI

Staff Presentation

City Attorney Matt Maggard presented the settlement proposal for two lawsuits filed by AP6, LLC regarding a short-term rental property at 455 20th Street. The lawsuits challenge the city's short-term rental ordinance adopted in 2023, including an inverse condemnation claim and a Bert J. Harris Jr. Private Property Rights Protection Act claim seeking approximately \$2.6 million in damages.

The settlement would resolve both cases and allow the property to operate with 12 vacation renters (or 14 if 2 are 12 years or under), require compliance with the ordinance, including registration and annual inspections, preserve the city's suspension rights, but eliminate permanent revocation rights. The settlement terms would run with the land.

If litigation continues, the city faces potential costs of \$500,000-\$750,000 in attorney fees plus potential damages up to \$2.6 million if unsuccessful. Insurance coverage is nearly exhausted at approximately \$177,342.64 already paid, with only \$200,000 total allocated (\$100,000 per claim type). The federal judge has ordered a third mediation within 2-3 months. Discovery deadlines are due in the next couple of weeks, which will incur significant additional legal expenses.

The property has had violations of trash, one FEMA violation for downstairs plumbing/electrical (corrected), and one large party incident responded to by Pinellas County Sheriff. No complaints have been received on the 800 number, and there have been no noise violations since the party incident. The city cannot currently enforce the ordinance against this property due to pending litigation.

City Attorney clarified legal aspects of the settlement proposal, including: (1) The property will remain a short-term rental regardless of litigation outcome; (2) Settlement would allow immediate enforcement of city ordinances; (3) Bert Harris statute of limitations was preserved by timely notice filing; (4) New property owners would be on notice of ordinance requirements; (5) Judge has ordered mediation three times, signaling preference for settlement; (6) Best case scenario still results in property operating as short-term rental.

Commission Discussion

Extensive discussion occurred issues raised:

- The difference between this settlement (carve-out for one property only) versus the previous rejected settlement (would have changed the ordinance citywide);
- Concerns about perpetuity of the agreement and inability to permanently revoke;
- Clarification that revocation does not transfer with change of ownership under normal circumstances due to state preemption;
- Questions about enforcement mechanisms if the property continues to violate despite suspension;
- Acknowledgment that state law preempts cities from prohibiting rentals entirely;
- Discussion of the practical difficulty of enforcing permanent revocation due to potential ownership changes;

- Concerns about the potential for additional Bert Harris claims from other properties
- Clarification that winning the lawsuits would only result in ability to enforce the ordinance, not the elimination of the rental;
- Questions about the property violations history and whether it is truly a 'problem house'
- Discussion of financial risks, including potential \$2.6 million damages plus \$500,000-\$750,000 in attorney fees if city loses, versus settlement terms;
- Concerns about beds potentially still being in FEMA-restricted lower level despite correction of the violation;

2. NEIGHBOR COMMENT

- Bob Copeland, 447 20th Ave: Noted property operated without a state license for two years and without a fire safety inspection. Questioned why plaintiff would settle for less than the potential \$2.6 million award.
- Kelly Cisarick, 448 Harbor Dr. South: Suggested city make counteroffer on Bert Harris case only, allowing occupancy of 12 for current entity AP6 LLC only, excluding future owners.
- Linda Gowen, 2001 Bayview Place: Reported multiple parties and bad behavior. Characterized as problem property since rentals began.
- Kevin McGrath, 473 20th Ave: Thanked Commission for difficult job. Emphasized issue is occupancy, not legality of Airbnb. Concerned that allowing occupancy change constitutes land use change that could be challenged by other attorneys.
- Ron Hubbard, 406 12th Ave: Acknowledged risk-reward analysis makes settlement financially sensible.
- Joe Mulling, 461 20th Ave: Concerned about stretching occupancy definitions. Objects to perpetual suspension of laws/rules for this property. Concerned license could be transferred to different LLC.
- Don House, 2104 Beach Trail: Criticized some residents for saying they do not care what happens to city, just want rental gone. Emphasized short-term rentals are legal and need enforceable laws.
- Patty Katz, 124 13th Ave: Has great neighbors with short-term rentals she does not even know are there. Emphasized need to fight only those who want to sue and break rules, not compliant operators.
- Kim Beer, 2003 Bayview Place: Called the sheriff multiple times about cars parked up and down street. The house has been a nightmare since short-term rentals started.

- Kelly Watt, 431 Harbor Dr. South: Concerned that the no-revocation right is transferable to any future property owner in perpetuity, not limited to current owners. Noted agreement states occupancy rights and revocation restrictions 'shall run with the land,' which constitutes a land use change requiring proper process. Urged the Commission to make a counteroffer removing perpetuity provisions.
- Dan Mynesburg, 442 Harbor Drive North: Does not understand the rush to accept a settlement that people will be unhappy with. Advocates are going back to the third mediation to fight against perpetual rule change, preventing revocation.
- Lan Vaughan, Harbor Drive: Noted uncertainty whether Bert Harris claim was filed timely. Questioned why the plaintiff would settle if they could win \$2.6 million.
- Dave Watt, 431 Harbor Dr. S: Warned against falling into the trap of 'it's just one house' discussion, which misses big picture of larger battle.
- Linda Newton, 438 Harbor Dr. N: Noted the city has only 2-lane highway. Concerned about the lack of sidewalks and lighting.
- Rhett Parker, attorney representing AP6/455 20th Ave: Thanked Commission for service. Addressed FEMA compliance: no bunk beds on bottom floor, no living space on the bottom, issue was rectified. Any inspection issues must be rectified, or the property cannot be rented. Revocation is tied to ownership and land purchase prior to ordinance passage. Statute of limitations under the Bert Harris Act is one year from date of enforcement. All citations ever issued to property have been immediately rectified.

Motion by: Vice Mayor Commissioner Wilson, to reject the settlement proposal in resolution of AP 6, LLC v. City of Indian Rocks Beach, M.D. Fla. Case No. 8:2023cv01986 AP 6, LLC v. City of Indian Rocks Beach, Court for Pinellas County Circuit Court Case No.: 522025CA004779XXCICI the proposal

Seconded by: Commissioner Bigelow.

Roll Call

- Commissioner Bond: No
- Commissioner Bigelow: Yes
- Commissioner King: Yes
- Vice-Mayor Commissioner Wilson: Yes
- Mayor Commissioner Houseberg: No

Motion to reject the settlement proposal passed with a vote of (3-2).

3. ADJOURNMENT

Motion by: Vice-Mayor Commissioner Wilson

Seconded by: Commissioner Bond

Vote: Carried Unanimously

Meeting adjourned at 2:59 P.M.

Date Approved

Denise Houseberg, Mayor-Commissioner

Attest: _____

Lorin A. Kornijtschuk, City Clerk

CONSENT AGENDA 6 C

RECEIVE/FILE

DECEMBER 2025 YEAR-TO-DATE FIRST QUARTER
FINANCIALS

DISCUSSION MEMO

INDIAN ROCKS BEACH CITY COMMISSION

MEETING OF: February 10, 2026

AGENDA ITEM: 6 C

ORIGINATED BY: Robin I. Gomez, Administrative Director

AUTHORIZED BY: Ryan Henderson, City Manager 

SUBJECT: December 2025 Year-to-Date Financial Report

BACKGROUND:

Review the FY 2026 City's quarterly budget-to-actual financial status through the month of December 2025.

ANALYSIS:

Enclosed is a financial report listing year-to-date actual revenues and expenditures to budget for the first quarter of the Fiscal Year 2026 for the **General, Capital Projects**, and the **Solid Waste** Funds:

- **General Fund total revenue** collections are at 60% as majority of property tax collections (76%), the largest source of General Fund revenue, generally occur in the year's first quarter. Miscellaneous Revenue includes a final insurance payment from the 2024 hurricanes, totaling \$298,296, (bringing total storms' insurance payments to the City of \$2,416,824). All other General Fund revenues are within budgeted amounts.
- **General Fund expenditures** are similarly within budget at a total of 24% throughout the first quarter.
- **Capital Fund projects** have had minimal activity with expenditures expected later in the year.
- **Solid Waste** revenue slightly above budget at 35% with expenditures slightly below at 20%.

**CITY OF INDIAN ROCKS BEACH
FY 2026 BUDGET TO ACTUAL
AT DECEMBER 31, 2025**

	12/31/2024 TO DATE ACTUAL	FINAL FY 26 BUDGET	OVER/ (UNDER) BUDGET	% Actual to Budget
				25%
001 GENERAL FUND				
PROPERTY TAXES	\$ 2,716,691	\$ 3,574,070	(857,379)	76%
FRANCHISE FEES	\$ 87,208	\$ 564,000	(476,792)	15%
LICENSES & PERMITS	\$ 35,783	\$ 47,310	(11,527)	76%
COMMUNICATIONS TAX	\$ 13,688	\$ 90,000	(76,312)	15%
STATE SHARED REVENUE	\$ 29,786	\$ 128,340	(98,554)	23%
1/2 CENT SALES TAX	\$ 43,463	\$ 319,590	(276,127)	14%
ALCOHOL TAX	\$ 6,775	\$ 10,000	(3,225)	68%
FINES	\$ 25,323	\$ 150,000	(124,677)	17%
MISC REVENUE	\$ 416,411	\$ 480,220	(63,809)	87%
VRR & INSPECTIONS	\$ 67,520	\$ 300,000	(232,480)	23%
TRANSF FROM OTHER FUND - MULTIMODAL IMPAC	\$ -	\$ 55,000	(55,000)	0%
TRANSFER FROM OTHER FUND - REC IMPACT FEE	\$ -	\$ 31,000	(31,000)	0%
TOTAL REVENUE	\$ 3,442,649	\$ 5,749,530	(2,306,881)	60%
 CITY COMMISSION	\$ 23,088	\$ 60,800	(37,712)	38%
CITY MANAGER	\$ 60,989	\$ 305,120	(244,131)	20%
FINANCE	\$ 125,139	\$ 518,700	(393,561)	24%
CITY ATTORNEY	\$ 100,331	\$ 370,000	(269,669)	27%
PLANNING & ZONING	\$ 24,540	\$ 91,000	(66,460)	27%
CITY CLERK	\$ 51,578	\$ 158,920	(107,342)	32%
LAW ENFORCEMENT	\$ 367,713	\$ 1,480,860	(1,113,147)	25%
CODE ENFORCEMENT	\$ 137,155	\$ 317,210	(180,055)	43%
LIBRARY	\$ 15,573	\$ 109,460	(93,887)	14%
PUBLIC WORKS	\$ 279,308	\$ 1,427,870	(1,148,562)	20%
LEISURE SERVICES	\$ 15,540	\$ 32,200	(16,660)	48%
CENTRAL SERVICES	\$ 113,674	\$ 507,040	(393,367)	22%
TOTAL EXPENDITURES	\$ 1,314,627	\$ 5,379,180	(4,064,553)	24%
 101 CAPITAL PROJECTS				
LOST 1C SURTAX - PENNY FOR PINELLAS	\$ 71,539	\$ 600,000	\$ (528,461.18)	12%
GRANT - STATE OF FLORIDA	\$ -	\$ 476,250	\$ -	0%
TOTAL REVENUE	\$ 71,539	\$ 1,076,250	\$ (1,004,711.18)	7%
 ROAD MILL RESURFACING	\$ 5,363	\$ 400,000	\$ (394,637.00)	1%
CITY HALL AQUA FENCE	\$ -	\$ 476,250	\$ -	0%
CITY PARK UPGRADES	\$ -	\$ 182,000	\$ -	0%
TOTAL EXPENDITURES	\$ 5,363	\$ 1,058,250	\$ (394,637.00)	0.5%
 402 SOLID WASTE				
SOLID WASTE FEES	\$ 712,378	\$ 2,016,410	\$ (1,304,032.00)	35%
GRANT - PINELLAS COUNTY	\$ -	\$ -	\$ -	0%
SOLID WASTE - OTHER	\$ 4,650	\$ 44,730	\$ (40,080.00)	10%
TOTAL REVENUE	\$ 717,028	\$ 2,061,140	\$ (1,344,112.00)	35%
 SOLID WASTE PERSONNEL	\$ 178,033	\$ 679,130	\$ (501,097.00)	26%
SOLID WASTE DISPOSAL	\$ 32,533	\$ 284,400	\$ (251,867.00)	11%
OPERATING & OTHER	\$ 143,900	\$ 821,890	\$ (677,990.05)	18%
TOTAL EXPENDITURES	\$ 354,466	\$ 1,785,420	\$ (1,430,954.05)	19.9%

CONSENT AGENDA 6 D

APPROVAL OF INTERLOCAL AGREEMENT (ILA)- POST
STORM RECOVERY SERVICE

**INDIAN ROCKS BEACH CITY COMMISSION
AGENDA MEMORANDUM**

MEETING OF: February 10, 2026 **AGENDA ITEM:** 6 D

ORIGINATED BY: Ryan Henderson, City Manager

AUTHORIZED BY: Ryan Henderson, City Manager *RH*

SUBJECT: Approval of an Interlocal Agreement with Pinellas County for Cooperative Procurement of Post-Storm Recovery Services

STAFF

RECOMMENDATION: Staff recommends Approval of the agreement.

BACKGROUND:

Hurricane Helene and Hurricane Milton significantly impacted areas throughout Pinellas County, creating increased demand for post-storm recovery services, including building code administration, floodplain management, substantial damage assessments, and code enforcement. During major disaster events, municipalities may lack sufficient internal staffing and resources to timely administer these functions while maintaining compliance with the Florida Building Code, floodplain management requirements, and FEMA regulations.

ANALYSIS:

The proposed Interlocal Agreement, authorized under Section 163.01, Florida Statutes (Florida Interlocal Cooperation Act), allows the City to access Pinellas County's competitively procured post-storm recovery service contracts on a cooperative basis. Services available under these contracts include, but are not limited to:

- Building Code Administration
- Substantial Damage Inspections, Assessments, and Determinations
- Floodplain Management Administration and Enforcement
- Building and Manufactured Home Inspections
- Florida Building Code and Floodplain Plan Review
- Habitability Inspections and Temporary Repair Permits
- Code Enforcement and Compliance Tracking
- Technical and Communications Support

Under the Agreement, the City is not required to use the County's contracts but may elect to do so by entering into separate participation agreements directly with the County's contracted vendors. The City remains fully responsible for contract administration, payment for services rendered on its behalf, and seeking FEMA reimbursement for eligible costs. Pinellas County will not incur any financial responsibility for services utilized by the City.

The Agreement provides flexibility to respond quickly following a disaster, promotes coordinated recovery efforts throughout Pinellas County, and allows the City to leverage pre-qualified vendors without the delay of conducting its own emergency procurement.

RECOMMENDATION:

Staff recommends approving the Interlocal Agreement between the City and Pinellas County, authorizing the City to participate in Pinellas County's competitively procured contracts for post-storm recovery services and authorizing the Mayor-Commissioner and City Clerk to execute the Agreement.

INTERLOCAL AGREEMENT
BETWEEN PINELLAS COUNTY AND LOCAL GOVERNMENTS
FOR
THE COOPERATIVE PROCUREMENTS OF POST STORM RECOVERY SERVICES
WITHIN GEOGRAPHIC PINELLAS COUNTY

THIS AGREEMENT ("Agreement"), entered into on the date of execution by PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and the local government signing this Agreement ("MUNICIPALITY"), jointly referred to herein as ("Parties").

Recitals

WHEREAS, the Parties are authorized to and do make and enter into this Agreement pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, many areas of Pinellas County were significantly impacted by Hurricane Helene and Hurricane Milton such that MUNICIPALITIES located within Pinellas County did not have adequate resources to support and deliver disaster recovery services specific to floodplain management compliance and Florida Building Code compliance; and

WHEREAS, the COUNTY intends to competitively procure or has procured, in compliance with 2 C.F.R. §200.318–200.326 and FEMA guidance, professional services for disaster recovery to support county-wide post-storm recovery operations, including Building Code Administration, Floodplain Management including Substantial Damage Assessment, Code Enforcement, Communications Support, Technical Support, and related recovery services; and

WHEREAS, the MUNICIPALITY recognizes that in the event of a major disaster, it may be unable to timely and effectively administer building code, floodplain management, and code enforcement responsibilities using its own staff and resources; and

WHEREAS, under the terms of the competitively procured contracts, contractors will be available to provide disaster recovery services within geographic Pinellas County, including MUNICIPALITIES therein, should they enter into this Agreement and subsequent participation agreements with the contractors; and

WHEREAS, the intent is for the MUNICIPALITY to receive the benefits of the competitively procured contracts without exposing the COUNTY to any costs or expenses for the services rendered on behalf of the MUNICIPALITY; and

WHEREAS, to foster greater efficiency and ensure coordinated disaster recovery operations, the Parties are entering into this interlocal agreement.

NOW THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

SECTION 1

OBLIGATIONS OF THE COUNTY

1.1 The COUNTY will undertake or has undertaken a competitive procurement process for disaster recovery professional services encompassing the Scope of Work attached hereto as **Exhibit A**.

1.2 The COUNTY will award multiple contracts with capacity to provide county-wide disaster recovery services, including but not limited to:

- Building Code Administration
- Substantial Damage Inspections, Assessments, and Determinations
- Habitability Inspections and temporary repair permits
- Florida Building Code and Floodplain Plan Review
- Building and Manufactured Home Inspections
- Floodplain Management Administration and Enforcement
- Code Enforcement and Compliance Tracking
- Substantial Damage Compliance & Enforcement
- Technical and Communications Support

1.3 The COUNTY will notify potential proposers that the procurement constitutes a joint/cooperative procurement.

1.4 Within thirty (30) days of execution of the disaster recovery contract(s), the COUNTY will notify the MUNICIPALITIES in writing and provide copies of the executed contract(s) to each MUNICIPALITY.

1.5 Should the MUNICIPALITY enter into a participation agreement with the COUNTY's successful contractors, the COUNTY will provide necessary procurement documentation to support FEMA Public Assistance claims.

1.6 The COUNTY will be responsible for seeking FEMA reimbursement **only** for costs incurred directly by the COUNTY.

SECTION 2

OBLIGATIONS OF THE MUNICIPALITY

2.1 The MUNICIPALITY is solely responsible for determining that the County's procurement of the disaster recovery services meets and satisfies the MUNICIPALITY's requirements for any FEMA reimbursement.

2.2 The MUNICIPALITY acknowledges that the COUNTY's procurement complies with federal and FEMA guidance.

2.3 If the MUNICIPALITY elects to use the COUNTY's contracted contractors, it will do so through participation agreements substantially similar to those attached as **Exhibit B**. Written notice of such participation shall be provided to the COUNTY within five (5) business days.

2.4 The MUNICIPALITY will be responsible for all aspects of its participation agreement(s) including but not limited to contract administration, for services rendered on its behalf.

2.5 The MUNICIPALITY will seek FEMA reimbursement as appropriate for its incurred costs.

2.6 The MUNICIPALITY will be responsible for payment of disaster recovery services performed on behalf of the MUNICIPALITY pursuant to the MUNICIPALITY's participation agreement with the contractor(s).

SECTION 3

ADDITIONAL SERVICES

The Parties agree not to enter into additional services agreements with the contractors awarded contracts by the COUNTY except as expressly authorized by the COUNTY's disaster recovery contracts or this Agreement.

SECTION 4

OFFICIAL NOTICE

All notices required by law or by this Agreement to be given by one party to the other shall be in writing and shall be sent to the following respective addresses:

COUNTY:

Pinellas County Building & Development Review Services

Kevin McAndrew, Director

440 Court Street

Clearwater, FL 33756

Kmcandrew@pinellas.gov

MUNICIPALITY:

See contact information on Signature Page

SECTION 5

HOLD HARMLESS

The Parties agree to be responsible for their own actions taken pursuant to this Agreement and/or any agreement entered into pursuant hereto and additionally hold each other harmless should this Agreement or the cooperative procurement of disaster recovery services and the expenses incurred as a result be deemed to be insufficient to receive Public Assistance from FEMA, or any other related reimbursement. Nothing herein is intended to serve as a waiver of sovereign immunity under Section 768.28, Florida Statutes by the Parties. Nothing herein shall be construed as consent by the Parties to be sued by third parties in any manner arising out of this Agreement

SECTION 6

FILING WITH CLERK

This Agreement and any subsequent amendments shall be filed with the Clerk of the Circuit Court of Pinellas County before becoming effective.

SECTION 7

EFFECTIVE DATE, TERM, AND TERMINATION

7.1 This Agreement becomes effective upon execution by the MUNICIPALITY and filing with the Clerk of the Circuit Court of Pinellas County.

7.2 This Agreement remains in effect until canceled in accordance with section 7.3 below or until termination of the COUNTY's contracts, whichever occurs first.

7.3 This Agreement may be terminated for cause upon thirty (30) days written notice. For purposes of this section, "cause" shall mean a material breach of any term contained in this Agreement. However, written notice shall include a notice of such breach and an opportunity to cure such breach within thirty (30) days of receipt of such notice or within any additional period of time as mutually agreed by the Parties.

SECTION 8

TERMINATION OF POST STORM RECOVERY SERVICES AGREEMENT

Nothing herein shall prevent the Parties, including COUNTY, from terminating any disaster recovery contracts entered into pursuant to COUNTY RFP Proposal Number 25-0763-RFP in accordance with the termination provisions of those contracts.

SECTION 9

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and representations, written or verbal, concerning the cooperative procurement of disaster recovery services.

SECTION 9

APPLICABLE LAW

This Agreement shall be governed by Florida law, with venue in Pinellas County, Florida.

IN WITNESS WHEREOF, the Parties hereto, governed by the laws of Florida, have caused these presents to be executed by their duly authorized officers and their official seals hereto affixed, with an effective date set forth in Section 7.1 above.

PINELLAS COUNTY, by and
through its County Administrator

By: _____
Barry A. Burton County Administrator

MUNICIPALITY

By: _____
Authorized Officer

Exhibit A – Scope of Work/Specifications

Exhibit B – Form of Participation Agreement

(attached, template for municipalities to sign with selected contractors)

EXHIBIT A
SCOPE OF WORK/SPECIFICATIONS

OVERVIEW

Many areas of Pinellas County were significantly impacted by Hurricane Helene and Hurricane Milton to the extent where municipalities did not have adequate resources to effectively support and deliver recovery services specific to floodplain management compliance and Florida Building Code compliance.

The intent is to have a broad scope of professional services available to all municipalities in Pinellas County (*cities, towns and unincorporated county*) such that the appropriate resources will be committed and in-place to effectively support post-storm recovery operations. The services defined commence after the preliminary damage assessment phase is completed by each respective municipality. The application of this contract is intended to be "scalable" such that each municipality (*city, town and/or unincorporated county*) utilizing this contract will be able use this in a menu approach selecting what scope of services, staff positions and quantity of staff depending upon resources needed.

The intent is a multi-vendor contract award to support county-wide disaster recovery operations. The County will award a specific number of contracts with the projected capacity to support county-wide recovery services.

OBJECTIVE/JUSTIFICATION

The services to be provided align with the County's strategic priorities for:

RESILIENT INFRASTRUCTURE AND ENVIRONMENT

1.5 Strengthen resilience and adaptation

HEALTHY AND SAFE COMMUNITIES

2.2 Enhance community safety

PROSPERITY AND OPPORTUNITY

3.5 Foster business growth

SMART SERVICE DELIVERY

4.2 Achieve and maintain a high level of customer satisfaction

4.3 Improve efficiency of service delivery through technology

Many communities across Pinellas County did not have the technical resources available to respond effectively, efficiently and compliant with the administration of the Florida Building Code and their respective floodplain management ordinances following Hurricane Helene and Hurricane Milton. The intent of the scope and services to be provided through this contract are to have technical resources on-call to be provided to participating communities county-wide.

REQUIREMENTS

The consultant shall demonstrate prior similar and comparable experience for disaster recovery services over the past five years. The professional services will include:

A. Building Code Administration

- Substantial Damage Inspections
- Substantial Damage Assessments
- Substantial Damage Determinations in coordination with Floodplain Administrator and Building Official
- Habitability Inspections
- Unfit/unsafe and dangerous building evaluations
- Issuance of permits for minor repairs for temporary residence
- Florida Building Code (FBC) and Floodplain Plan Review including substantial improvement review
- Building and Manufactured Home Inspections
- Monitor impacted areas for unpermitted construction activities - Work without Permit (WWP)

- Monitor active permits and inspections for exceeding the scope of the permitted work

B. Floodplain Management Ordinance Administration and Enforcement

- Substantial Damage Assessment Management
- Compliance and Enforcement Tracking

C. Code Enforcement

- Substantial Damage Compliance & Enforcement
- Manage Code Enforcement Monitoring Cases for properties on the initial damage assessment (DA) inventory
- Monitor Impacted areas for unpermitted construction activity - WWP

D. Communications/Technical Support

- Substantial Improvement/Damage Technical Support
- Supplement staff to assist with the municipality's incoming calls, emails, permitting processing, contractor registration, subcontractor cards, notice of commencement (NOC), community outreach with subject matter experts (SME's)

Note: the consultant shall have the flexibility to furnish specific services and not be required to provide all of the services listed.

SCOPE OF WORK

Subject to the duties of personnel responsibilities, in-person staffing may be required (i.e. – all inspectors, in-person permitting hubs, etc.). In general, staffing provided will need to include both in-person personnel and remote staff when feasible. A table of personnel positions and staffing capacity to be provided follows the scope of services with specific qualifications associated with each position.

A. Building Code Administration

- Substantial Damage Inspections – qualified field inspectors, to receive training from Pinellas County Floodplain & Building team or the local jurisdiction's Floodplain & Building department team, will perform structure inspections with specified instructions on inspection scope and documentation entry (e.g. - high watermark documentation, structure construction type, finished floor elevation, exterior and interior inspection, etc.). *Note – Field collection data technology, GIS integration and alternative(s) to the FEMA Estimator Tool entry are subject to change but will be part of training prior to deployment*
- Substantial Damage Determinations – refer to Floodplain Management
- Habitability Inspections – qualified field inspectors to perform inspections of residential structures, including the issuance of minor repair permits, to achieve a “safe home” environment (e.g.- basic functionality) to facilitate a temporary residency for substantially damaged structures
- Building Permit Technicians – qualified personnel (ICC certified preferred) to support permit intake, processing and issuance, phones, emails and related support services
- FBC Plan Review included substantial improvement review/detailed substantial damage reviews – Florida licensed plan examiners and Florida licensed architects and/or engineers to perform building plan review and permit issuance under the Building Official of each respective municipality. *Note – licensed plan examiners, architects and/or engineers will need to be proficient in the applicable permit platform/ technology (e.g. – Accela, Tyler, etc.) utilized within a municipality.*
- Building Permit Inspections – Florida licensed building inspectors and Florida licensed architects and/or engineers to perform permit inspections under direction of the Building Official of each respective municipality
- Monitor Impacted Areas for Unpermitted Construction Activities for WWP – refer to Code Enforcement
- Unfit/unsafe and Dangerous Building Evaluation - Florida licensed Building Code Administrator, Building Inspector, Florida licensed architect or engineer to evaluate dangerous conditions for partial building collapse,

structural integrity, falling debris hazards, trees and other impact or life safety hazards

B. Floodplain Management Ordinance Administration and Enforcement

Note - Training by Pinellas County Floodplain team or local jurisdiction Floodplain team of all personnel to occur prior to active deployment

- Substantial Damage Assessment Management
 1. Management and supervision of contract staff/team performing services associated with substantial damage assessment inclusive of data management and reporting, communications, inspections, substantial damage (SD) inspection collection data, FEMA estimator tool (or alternative), re-assessment workflow/review, code compliance monitoring of SD structures, SDE date input/remodels and quality control measures implementation
 2. GIS mapping/management – qualified ESRI GIS mapping, updates, formatting, modeling
 3. Daily coordination and reporting with municipality Floodplain Administrator and Building Official
 4. SD Field Inspections and Field Collection Scope/Documentation – refer to description under Building Code Administration
 5. Reassessment Process (Detailed SD Assessment) for Residential & Mobile Homes (MH's) – support entire workflow with intake staff (building admin/technicians), qualified building cost estimators, Florida certified appraisers, and certified floodplain managers from application intake thru coordination with staff review & municipal review workflow steps.
 6. Reassessment Inspections – as needed, qualified inspectors to perform re-inspections of structures to support SDE re-models and reassessments
 7. Reassessment Communication – staff to manage and respond to customer emails and phone calls for both residential and MH customer records
 8. SDE Data – staff to support data entry for structures being re-modeled thru FEMA SDE tool or alternative model

- Building Permit review, quality control, and technical guidance associated with permit reviews for project costs as it relates to substantial damage.
- Compliance and Enforcement Tracking – under the direction of the floodplain administrator or designee, administrative specialists/technicians support compliance (i.e. – building permit issuance & construction in a floodplain permits) and enforcement tracking

C. Code Enforcement

- Substantial Damage Compliance & Enforcement – qualified code enforcement inspectors to perform defined reoccurring inspections/home visits for all substantially damaged structures including initial educational outreach, resource support. Inspections to include logged photo documentation and notes. Non-compliance activity is to initiate enforcement action. Regular summary reports to be furnished to Building Official and Floodplain Administrator.

D. Communications/Technical Support

- Technical Support – qualified personnel (CFM's, civil engineers, planners, etc. with basic floodplain background) to provide "live" guidance via telephonic and/or email communication to the public throughout the recovery period. *Note – Each municipality would be responsible for the technology setup to accommodate a dedicated telephone and email links. Each municipality is responsible for staff training and oversight for all communication and support services.*

Personnel Positions:

POSITION TITLE	QUALIFICATIONS	NOTES/COMMENTS
Certified Building Official	Florida License	
Plan examiner	Florida License	
Building Inspector	Florida License	
Architect Engineer	Florida License	Support for FBC plan review and inspection services*
Permit Technician	ICC certification	
Supervisor/Project Manager	CPM or equivalent experience	
GIS Specialists	ESRI certified	
SD Inspectors		Minimum Experience *
Certified Floodplain Manager	ASFPM	
Certified Appraiser	Florida Certification	
Building Cost Estimator		Minimum Experience *
Code Inspector	FACE certified	
Communications Support		Floodplain/SD background*

*SD Inspectors - prior experience in construction or related field and/or building inspections, substantial damage inspections, or site development inspections

*Building Cost Estimator - prior experience in construction contracting and/or cost estimating with a minimum 2-years experience

*Communications Support - experience in storm recovery services preferred

*Architect or Engineer - prior experience in Florida Building Code plan review and/or Building Inspections

TERMS AND CONDITIONS

- Equipment/technology – each municipality will be responsible for furnishing necessary technology equipment (e.g. – iPads with SD collector app, laptops, etc.) to their vendor or as negotiated with different terms outside of this agreement
- Technology Licenses – each municipality will be responsible for the costs of furnishing technology licenses to their vendor (e.g. – Accela, Tyler, etc.) or as negotiated with different terms outside of this agreement
- Floodplain Training – Pinellas County Floodplain Management staff will lead substantial damage inspection and assessment training to all participating municipalities and vendors
- Notice to Proceed (NTP) – selected vendors will need to commence mobilization within 24-hours of NTP from a municipality
- All services provided will comply with FEMA reimbursement requirements. This should include the use of FEMA-compliant forms, comprehensive and accurate documentation, and contractor support for local jurisdictions during audits or funding requests.

Not meeting a mandatory requirement may be grounds for the disqualification of a quote, bid or proposal.

CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

It is anticipated that this solicitation will be either fully or partially Grant funded. Proposers shall comply with the clauses as enumerated within the Agreement, Exhibit A, Exhibit B, and Exhibit C. In addition, if applicable, Exhibit B should be executed and returned with submittal. Bidders may be deemed non-responsive for non-compliance. **See attached; Agreement**

EXHIBIT A - Contract Provisions for Contracts Under Federal Awards.

EXHIBIT B-Disclosure of Lobbying Activities.

EXHIBIT C-FEMA Grant Funding Conditions

EXHIBIT B

PARTICIPANT PARTICIPATION AGREEMENT FOR DISASTER RECOVERY SERVICES

AS PART OF PINELLAS COUNTY COOPERATIVE CONTRACT RFP No. _____

This Agreement entered into this _____ day of _____, 2025, by and between _____, a municipal corporation of the State of Florida, whose address is _____, hereinafter called "CITY/TOWN", and XYZ COMPANY, an Incorporated Company whose address is _____, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Cooperative Contract RFP No.25-0763-RFP _____ for Disaster Recovery Services ("RFP"), the CITY/TOWN desires to enter into a participation agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY/TOWN as described in the RFP and the contract entered into by Pinellas County pursuant thereto (the "County Contract").

NOW THEREFORE, the CITY/TOWN and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. This Agreement shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY/TOWN," unless the context indicates otherwise.
2. For purposes of the RFP and County Contract, the "CITY/TOWN" is a Responsible Municipality for services rendered pursuant to this Participation Agreement.
3. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Contract, and to the satisfaction of the CITY/TOWN or its duly authorized representative.
4. The CITY/TOWN agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Contract.
5. This Agreement will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.
6. This Agreement may be terminated for cause upon thirty (30) days written notice. For purposes of this paragraph, "cause" shall mean a material breach of any term contained in this Agreement. However, written notice shall include a notice of such breach and an opportunity to cure such breach within thirty (30) days of receipt of such notice or within any additional period of time as mutually agreed by the Parties.

In WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year first written above.

CONTRACTOR

CITY/TOWN

By:_____

Print Name:_____

Title:_____

Date:_____

By:_____

Print Name:_____

Title:_____

Date:_____

ATTEST:_____

(CITY/TOWN SEAL)

CONSENT AGENDA 6 E

AUTHORIZING CITY MANAGER TO ENTER INTO A SERVICE
AGREEMENT BETWEEN THE CITY OF INDIAN ROCKS
BEACH AND PARKMOBILE, LLC FOR MOBILE ON-DEMAND
PARKING SERVICES

**INDIAN ROCKS BEACH CITY COMMISSION
AGENDA MEMORANDUM**

MEETING OF: February 10, 2026 **AGENDA ITEM:** 6 E

ORIGINATED BY: Ryan Henderson, City Manager

AUTHORIZED BY: Ryan Henderson, City Manager *ArH*

SUBJECT: Authorizing the City Manager to enter into a Service Agreement between the City of Indian Rocks Beach and ParkMobile, LLC for mobile on-demand parking payment services.

STAFF

RECOMMENDATION: Staff recommends Approval of the agreement.

BACKGROUND:

The City of Indian Rocks Beach seeks to implement mobile payment options for public parking to improve convenience for visitors and to support efficient parking management and enforcement. ParkMobile is a widely used mobile parking platform utilized by municipalities nationwide, and especially in Pinellas County.

ANALYSIS:

The proposed agreement is between the City of Indian Rocks Beach and ParkMobile, LLC for the provision of on-demand mobile parking payment services at all City parking locations. ParkMobile will provide access to its mobile application and management platform, allowing users to pay for parking via smartphone, web, or phone call. City enforcement staff will be able to verify parking sessions in real time through ParkMobile's platform.

ParkMobile will act as the merchant of record, collect parking payments from users, and remit net parking revenues to the City on a monthly basis.

Key Terms:

- **Vendor:** ParkMobile, LLC
- **Term:** Initial three (3) year term with automatic one-year renewals unless terminated
- **Services:** On-demand mobile parking payment services and administrative platform
- **Locations:** All City parking locations as determined by ordinance
- **Implementation Costs:** None
- **Transaction Fees:** \$0.20 plus 3% of each parking transaction (deducted from gross revenues)
- **User Fee:** \$0.35 per transaction paid by the parking customer

RECOMMENDATION:

Staff recommends approving the contract. There are no upfront or fixed costs to the city. Transaction fees are deducted from parking revenues prior to monthly remittance. The agreement does not require a budgeted expenditure. The agreement is authorized under the OMNIA cooperative purchasing contract, consistent with the City's procurement requirements.



ParkMobileTM
By **Arrive**⁺



Reimagining urban mobility

Helping cities and operators make smarter,
connected choices

- 90+ countries, 20K+ cities.
- 70+ years in urban mobility.
- Building the world's leading mobility platform.
- Backed by trusted brands: EasyPark,
ParkMobile, RingGo, Flowbird, and more.

Arrive⁺

RingGo
ParkMobile
Flowbird
Parkopedia
EasyPark

Arrive
YourParkingSp
ePark
Extenso Cloud
Parkimeter
Piconet
Yellowbrick

Our solutions for smarter connected mobility

One platform. Every journey



Mobility solution connecting all modes of urban movement.



Unified payment infrastructure for parking, EV charging, public transport, and shared services.



Real-time data transformed into actionable insights.



Partnering with cities and operators to make every mobility experience accessible and frictionless.

ParkMobile by the numbers



70 Million+
Users
nationwide



15 Million+
monthly
transactions



600+
cities &
municipalities



47
of the top
100 cities



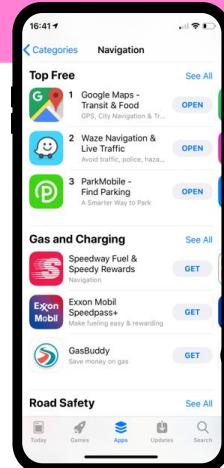
25+
airports



150+
universities

- Ranked #3 in the Navigation category of the app store only behind Waze and Google Maps
- Adopted by over 1 in 10 U.S. drivers
- 25% of users engage with the app as they travel to different markets

Arrive⁺



The ParkMobile network

The ParkMobile network connects drivers to the largest network of mobility related services in the U.S., with parking in over 600 cities including 7 of the top 10 in the U.S.



Top Markets

Washington, DC	Cleveland, OH
Philadelphia, PA	Tampa, FL
Los Angeles, CA	Birmingham, AL
Denver, CO	Dallas, TX
Pittsburgh, PA	Houston, TX
Newark, NJ	Miami Beach, FL
Atlanta, GA	Phoenix, AZ
Miami, FL	New Orleans, LA

25% of ParkMobile members use our app as they travel across markets

The ParkMobile network in Florida

ParkMobile has a massive presence throughout the State of Florida. Within the State, **ParkMobile has over 11 million users and has processed over 95 million transactions since initially launching in the state in 2010 with the City of St Petersburg.**

ParkMobile Florida Municipal Clients	
<ul style="list-style-type: none">● Miami Beach, FL – 14,000+ spaces● Tampa, FL – 9,400+ spaces● St. Petersburg, FL – 9,200+ spaces● Pinellas County, FL – 5,600+ spaces● Hollywood, FL – 3,900+ spaces● Tallahassee, FL – 2,800+ spaces● Lakeland, FL – 2,800+ spaces● Clearwater, FL – 2,700+ spaces● West Palm Beach, FL – 2,100+ spaces● Orlando, FL – 2,100+ spaces● Pensacola, FL – 1,800+ spaces● Ft. Lauderdale – 1,500+ spaces● Delray Beach, FL – 1,400+ spaces● Jacksonville, FL – 1,400+ spaces● St. Pete Beach, FL – 1,300+ spaces	<ul style="list-style-type: none">● Sarasota, FL – 1,300+ spaces● Hallandale Beach, FL – 1,200+ spaces● South Miami, FL – 1,100+ spaces● Lake Worth Beach, FL – 900+ spaces● Charlotte County, FL – 850+ spaces● Deerfield Beach, FL – 850+ spaces● Fort Myers, FL – 850+ spaces● Boca Raton, FL – 680+ spaces● Palm Beach, FL – 600+ spaces● Treasure Island, FL – 570+ spaces● Wilton Manors, FL – 400+ spaces● Boynton Beach, FL – 390+ spaces● Redington Beach, FL – 250+ spaces● Belleair Beach, FL – 160+ spaces● Captiva Island, FL – 40+ spaces

ParkMobile Solutions & Demo

The Parking App

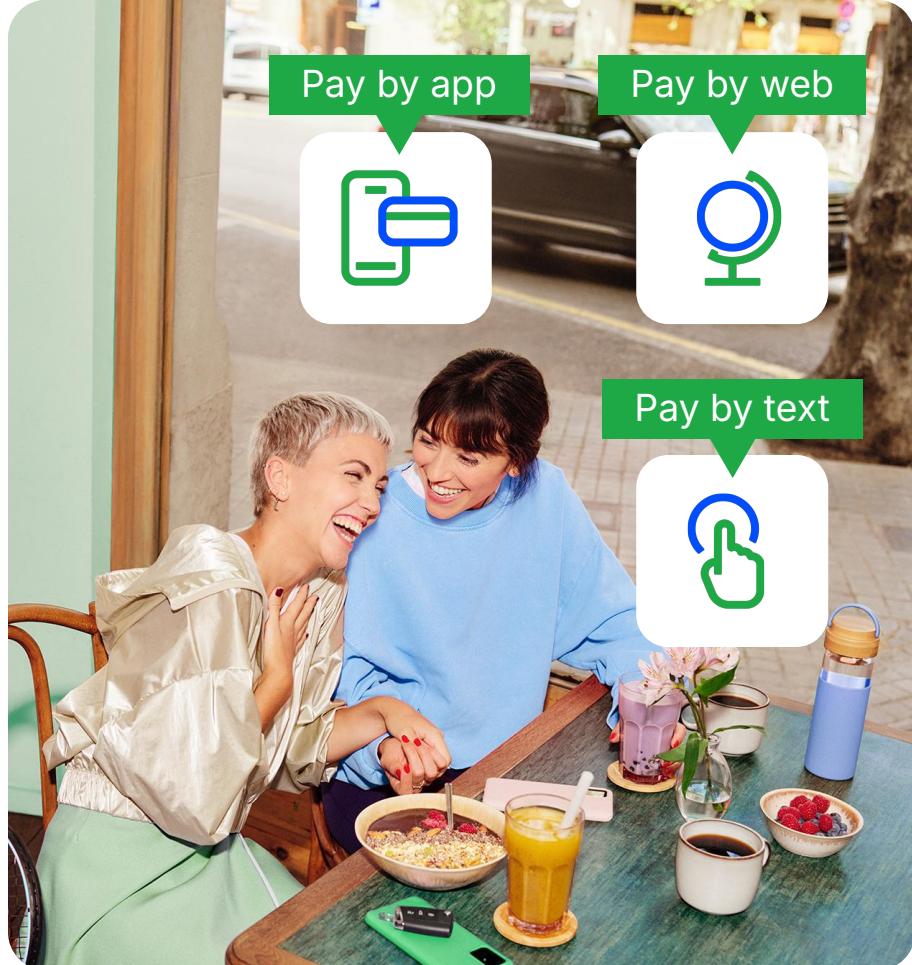
The most user-friendly, popular digital parking app in North America



ParkMobile gives more options for contactless payments

Looking to provide more contactless payment options in your city or facility?

ParkMobile now offers multiple ways for your customers to pay for parking, making it easier than ever to go contactless. People can pay by app, web, or even text, whichever way they choose.



ParkMobile App Features:

The most feature rich, flexible and user-friendly mobility solution in the industry

More functionalities to address all driver needs and use cases

Zone parking



Clustered pins reveal multiple zones when touched

Auto-detects nearby zones for quick one-touch zone entry

Map View showing points of interest in the local area

Other features

Find my car

Off-street gate access

Notifications

Manage vehicles

Add and remove payment methods

Account history

IVR phone number

24/7/365 customer support

Extend time

ParkMobile App Features:

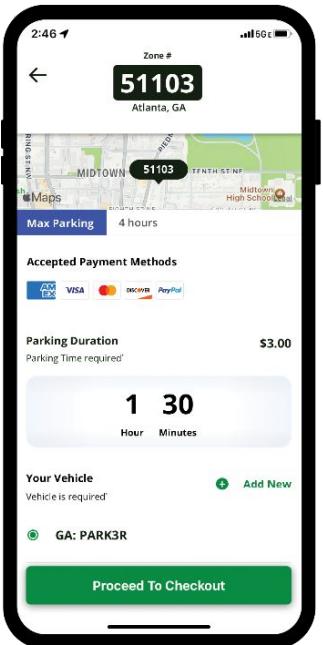
App Purchase Flow for Zone (On Demand) Parking



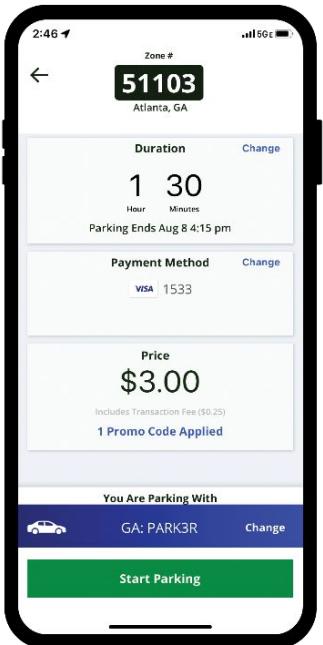
Register or login



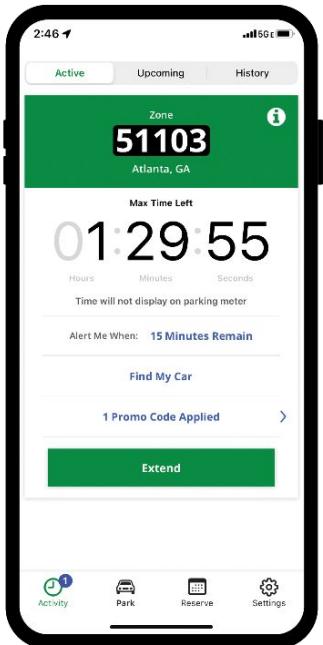
Select or enter
ParkMobile zone



Choose parking time, vehicle
and payment method



Confirm information
and start parking



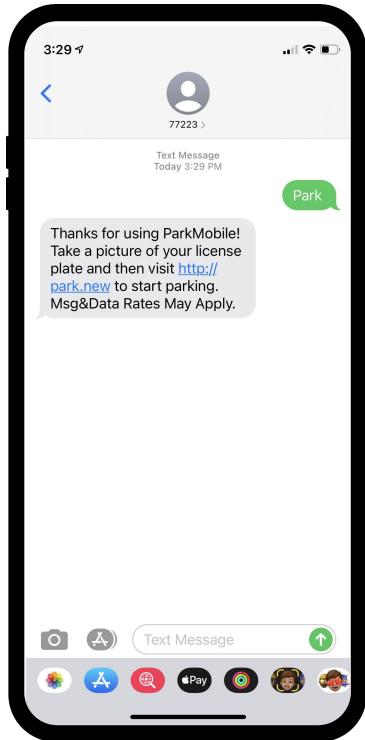
Know how much time
you have left - extend
time remotely

Guest Checkout:

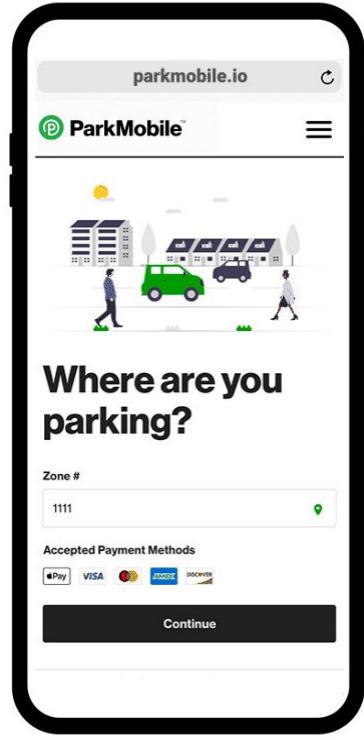
Making it easier to park and pay - Zone Parking



Scan to park



Text to park



Guest checkout

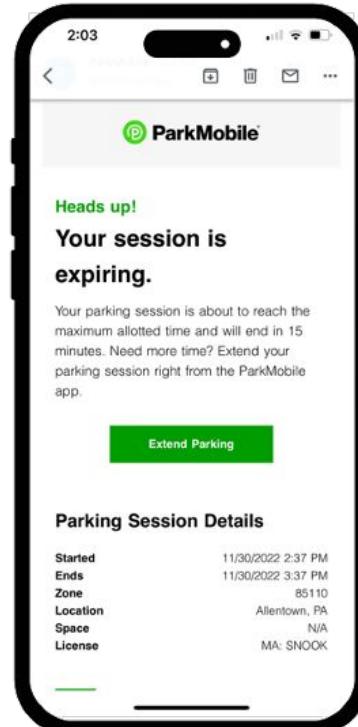
Parking Expiration Notification Reminders



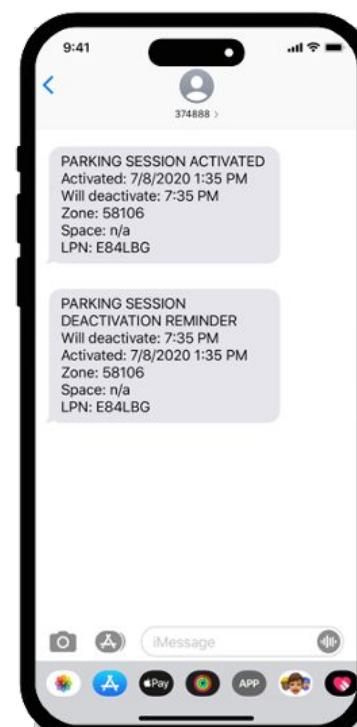
Live Activities



Push Notifications



Email Notifications



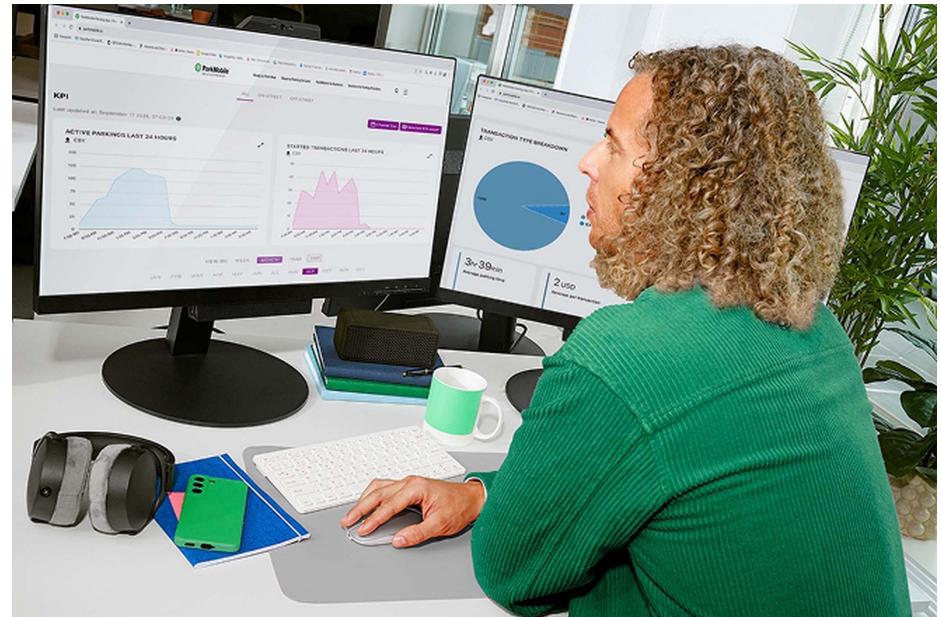
Text Notifications 13

User Flow Demo

ParkMobile Dashboard & PM360

Analytics & Reporting

- Easy-To-Read Reporting Dashboard View
- Scheduled Reports Delivered to Your Inbox
- Filter By Date and Supplier
- Download ParkMobile 360 Reporting Data in Multiple Formats: (.xls, .csv, and .pdf)

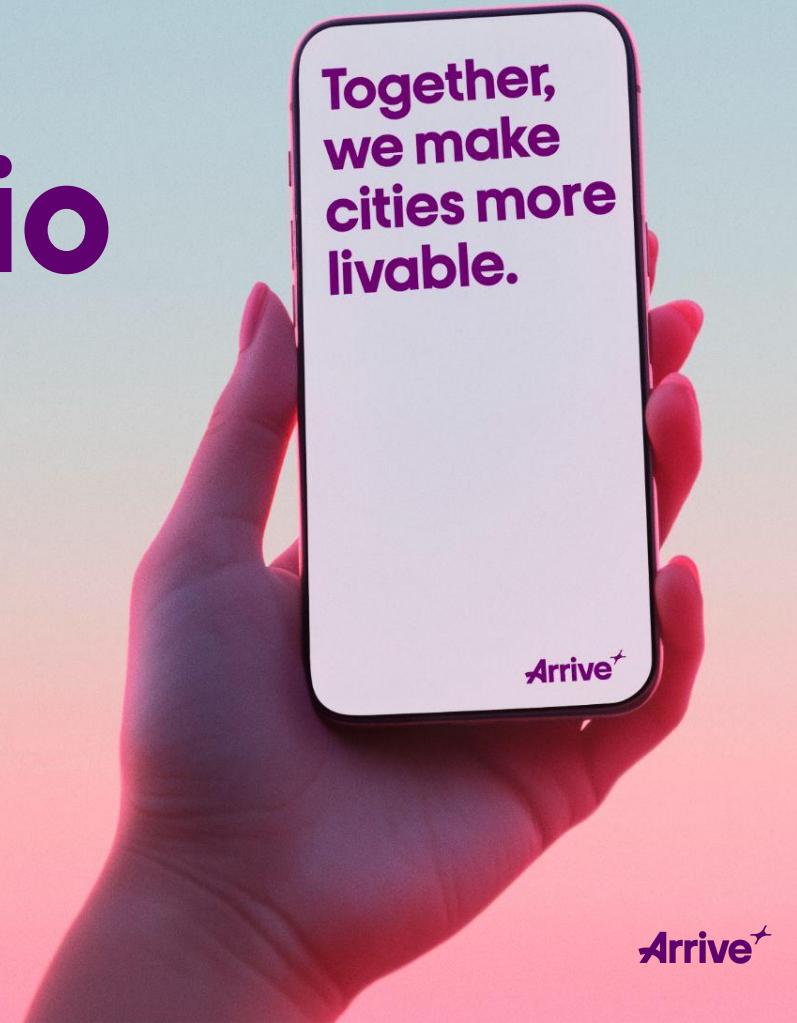


ParkMobile Dashboard Demo

Integrated to The Entire Mobility Eco



Marketing & Implementation



Arrive⁺

End-to-end engagement and activation

- ParkMobile deploys and embeds sophisticated marketing technology, tools and tactics in every step of the consumer cycle, driving awareness, adoption and sustained growth
- Our experienced team delivers results significantly above all competitors in the market



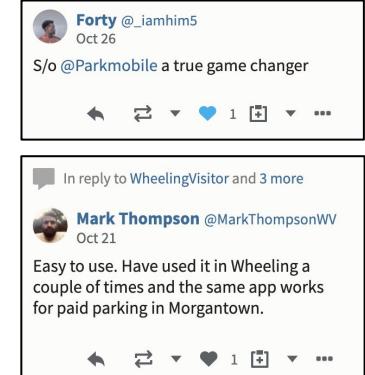
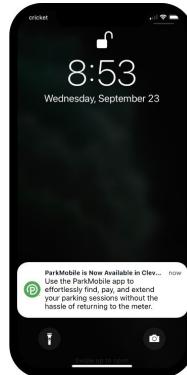
- ✓ Signage
- ✓ Local media
- ✓ Wallet cards
- ✓ Advertising

- ✓ Welcome email
- ✓ Demos
- ✓ In-app messaging

- ✓ Geo-fencing and Geo-targeting
- ✓ Event notifications
- ✓ Push triggers
- ✓ Facebook ads

- ✓ ParkMobile Pro
- ✓ Promotions
- ✓ Re-engagement
- ✓ News & updates

- ✓ App store reviews
- ✓ Social media
- ✓ Refer a friend



Implementation Process

Complete End-to-End Launch Plan



Data Collection & Set Up

Gather ZAR (zone and rate structure) information on parking inventory, location, rates, integrations, merchant account information, signage, etc.



Marketing

- **Press Release**
- **Social Media**
- **Geo Fencing**
- **Collateral**



Testing & Training

Conduct testing and train the client on ParkMobile tools to self-manage their parking rates and provide access to reporting.



Launch & Support

Client will **go live** with ParkMobile transactions and have continued support with our talented teams!

This ParkMobile Service Agreement ("Agreement") is made by and between Parkmobile, LLC, a Delaware limited liability company, with offices at 1075 Peachtree St. NE, Ste 3100, Atlanta, GA 30309 ("ParkMobile") and City of Indian Rocks Beach, a FL Municipality, with offices at 1507 Bay Palm Boulevard, Indian Rocks Beach, Florida 33785, United States ("Client"). This Agreement will become effective as of the last signature date below (the "Effective Date"). In consideration of the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

PARTY CONTACTS	
Client	ParkMobile
Legal Name: City of Indian Rocks Beach	Legal Name: ParkMobile, LLC
Contact: Dean Scharmen	Sales Rep:
Email: dscharmen@irbcity.com	Email: ashlee.barton@arrive.com
Phone: 727/595-6889	Phone: (877) 727-5457
Address: 1507 Bay Palm Boulevard, Indian Rocks Beach, Florida 33785, United States	Address: ParkMobile, LLC 1075 Peachtree St. NE Ste 3100 Atlanta, GA 30309
For legal notices:	
with a copy to ParkMobile's Legal Department at the above address and to legal@parkmobile.io .	

SERVICE TERMS	
Services	ParkMobile will provide Client with the Services related to the following types of parking transactions: On Demand
Initial Term	3 years beginning on the Effective Date
Renewal	This Agreement will automatically renew for additional successive 1 year terms unless earlier terminated pursuant to this Agreement's express provisions or either party provides written notice of non-renewal at least before the end of the then-current term (each a " <u>Renewal Term</u> " and, collectively, together with the Initial Term, the " <u>Term</u> ").
Termination	Either party may terminate this Agreement effective immediately on written notice to the other party, if the breaching party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach.
Merchant of Record	The parties designate ParkMobile as the merchant of record. Client agrees to pay ParkMobile \$0.20 + 3% of the total transaction amount per transaction for this service. ParkMobile will remit any amounts due Client in arrears to Client on the 15th of the following month.

Parking Locations	The Services will be provided to Client in the following locations / geographical territory: All Client locations
Signage	Client will receive one free welcome kit that includes the aluminum signs and/or decal stickers necessary to complete implementation (installation not included). All signage included in the welcome kit is designed using ParkMobile's standard signage templates. Custom signage may be made available to Client for purchase at ParkMobile's current signage rates. Any requested changes to ParkMobile's standard signage templates will be treated as custom signage. Additional and/or replacement signage may be purchased by Client at ParkMobile's then-current signage rates. Installation and maintenance of all signage is Client's sole responsibility.
Governing Law	State of Florida
Schedules	This Agreement incorporates the following Schedules: Schedule 1: Client General Terms and Conditions; Schedule 2: Services

IMPLEMENTATION FEES			
Description	Units	Rate	Price
Implementation Fee	0	\$0.00	\$0.00
Custom Development	0	\$0.00/hr	\$0.00
Total Implementation Fees:			\$0.00

ADDITIONAL FEES	

USER FEES		
On Demand User Fee	\$0.35	per transaction

The parties have executed this Agreement as of the Effective Date.

CITY OF INDIAN ROCKS BEACH

PARKMOBILE, LLC

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date:

**SCHEDULE 1:
CLIENT GENERAL TERMS & CONDITIONS**
1. SERVICES

- 1.1 General.** During the term, ParkMobile will provide the Services to Client in accordance with the terms and conditions of this Agreement.
- 1.2 Launch Date.** The parties will mutually agree upon the launch date for the Services.
- 1.3 ParkMobile Application.** On and after the launch date, Client's Parking Locations, along with associated Parking Information, will be made available to the general public through the ParkMobile Application.
- 1.4 Parking Management Services.** Subject to the license granted in Section 2, Client will be provided access to the Platform to manage Client's Parking Locations and associated Parking Information.
- 1.5 Parking Locations.** The parties agree that ParkMobile does not own, operate, manage, or maintain any Parking Location. Client agrees that ParkMobile is not responsible for the condition or operation of any Parking Location, including, but not limited to, the operation of third-party hardware and/or software-based solutions used by Client at the Parking Location or for the delivery and/or fulfillment of parking or other services at the Parking Location.
- 1.6 Publicity of Services.** Each party will use commercially reasonable efforts to market the Services throughout the Term. All brochures and promotional material to be distributed by Client will be in a form mutually agreed upon by the parties, which will not be unreasonably withheld or delayed.
- 1.7 Exclusivity.** Reserved.
- 1.8 PCI DSS.** ParkMobile has obtained, and will continue to maintain throughout the term, Payment Card Industry – Data Security Standard (PCI DSS) certification.
- 1.9 Online Client General Terms & Conditions.** The parties agree that this Agreement supersedes the Client General Terms and Conditions that is publicly available at <https://parkmobile.io/client-terms> with respect to the Services provided under this Agreement.

2. ACCESS & USE OF PLATFORM

- 2.1 Provision of Access.** Subject to and conditioned on Client's and its Authorized Users' compliance with the terms and conditions of this Agreement, all applicable laws and regulations, and Client's payment of fees, ParkMobile grants Client a non-exclusive, non-transferable right to access and use the Platform during the Term. Such use is limited to Client's internal use. ParkMobile will provide Client the Access Credentials within a reasonable time following the Effective Date.
- 2.2 Documentation License.** ParkMobile hereby grants to Client a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Client's internal business purposes in connection with its use of the Services.

- 2.3 Use Restrictions.** Client will not, directly or indirectly, and will not permit any third party to, access or use the Platform except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Client shall not, except as this Agreement expressly permits: (a) copy, modify, or create derivative works of the Platform or Documentation, in whole or in part; (b) rent, lease, copy, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation to any person or entity; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (d) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorized User through the use of his or her own then valid Access Credentials; (e) remove any proprietary notices from the Platform or Documentation; (f) use the Platform or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any IP Right or other right of any person, or that violates any applicable law; (g) upload invalid data, malware, or other software agents through the Platform; or (h) use the Platform for any purpose beyond the scope of the access granted in this Agreement.
- 2.4 Reservation of Rights.** Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any IP Rights in or relating to, the Services, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services are and will remain with ParkMobile.
- 2.5 Changes.** ParkMobile reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of ParkMobile's services to its customers; (ii) the competitive strength of or market for ParkMobile's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law.
- 2.6 Suspension or Termination of Services.** Notwithstanding anything to the contrary in this Agreement, ParkMobile may suspend, terminate, or otherwise cancel Client's, any Authorized User's, or any other person's access to or use of all or any part of the Services, without incurring any resulting obligation or liability, if: (a) ParkMobile receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires ParkMobile to do so; or (b) ParkMobile believes, in its good faith and sole discretion, that (i) Client or any Authorized User has failed to comply with any material term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement; (ii) Client or any Authorized User is, has been, or is likely to be using the Services for fraudulent, misleading, or unlawful activities; (iii) there is a threat or attack on any of the Services; (iv) Client's or any Authorized User's use of the Services disrupts or poses a security risk to ParkMobile or to any other client, end user, vendor or partner of ParkMobile; or

(v) this Agreement expires or is terminated. This Section does not limit any of ParkMobile's other rights or remedies, whether at law, in equity, or under this Agreement.

3. CLIENT RESPONSIBILITIES

3.1 Use of Platform Account. Client is responsible and liable for all uses of the Platform resulting from access provided by Client, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Client must notify ParkMobile immediately of any breach of security or unauthorized use of Client's account.

3.2. Parking Information. Client is responsible for setting all rates, zones, and other required information regarding its Parking Locations offered through the ParkMobile Application and for keeping such information up to date within the Platform.

3.3. Effect of Client Failure or Delay. ParkMobile is not responsible or liable for any delay or failure of performance caused in whole or in part by Client's delay in performing, or failure to perform, any of its obligations under this Agreement.

4. SERVICE AND SUPPORT

4.1. Scheduled Maintenance. ParkMobile will use commercially reasonable efforts to schedule downtime for routine maintenance of the Services between the hours of 12:00 a.m. and 4:00 a.m., Eastern Time; however, ParkMobile may modify this window from time-to-time by providing Client with advance notice. If ParkMobile anticipates that it will need to perform maintenance activities that are likely to be disruptive to the use of the Services outside of the scheduled maintenance window, ParkMobile will use commercially reasonable efforts to give Client at least 24 hours prior notice. Notwithstanding the foregoing, ParkMobile reserves the right to perform any required emergency maintenance work outside of the scheduled maintenance window. To the extent practicable, ParkMobile will use commercially reasonable efforts to notify Client before commencing any emergency maintenance outside of the scheduled maintenance window and will use commercially reasonable efforts to limit or avoid impact to use of the Services.

4.2 Client Support. ParkMobile will use commercially reasonable efforts to assist Client with any technical support that Client may reasonably require in using the Services. ParkMobile will provide technical support for rate and configuration changes to Client Monday – Friday (excluding holidays) between the hours of 8:00 a.m. and 6:00 p.m. (ET). For issues relating to On-Demand Parking Services, Client may submit a support request via email to support@parkmobile.io. For issues relating to Reservation Parking Services, Client may submit a support request via email to prs@parkmobile.io. ParkMobile will provide Client with emergency technical support 24 hours a day, seven days a week, 365 days a year. In the event of an emergency involving technical and/or system availability issues, Client may contact the on-call engineer via email to applicationsupport@parkmobile.io.

4.3 End-User Support. ParkMobile will provide customer support for ParkMobile Users 24 hours a day, seven days

a week, 365 days a year. There are multiple methods that ParkMobile Users can access customer support, such as: ParkMobile's online ticketing system, in-app chat feature, and toll-free phone number.

5. CONFIDENTIAL INFORMATION

5.1 General. Neither party will disclose the other party's Confidential Information except to its employees, affiliates, agents, or professional advisors ("Representatives") who need to know it and who have a legal obligation to keep it confidential. The receiving party will use the disclosing party's Confidential Information only to exercise rights and fulfill obligations under this Agreement. The receiving party will ensure that its Representatives are also subject to the same non-disclosure and use obligations. The receiving party may disclose the other party's Confidential Information when required by law after giving reasonable notice to the disclosing party, if permitted by law.

5.2 Personal Data. In the event a party discloses Personal Data to the other party, the receiving party will have the right to use the Personal Data only as required and necessary to perform its obligations under this Agreement.

6. INTELLECTUAL PROPERTY OWNERSHIP

6.1 Client Data. Client Data remains the sole and exclusive property of Client. Client grants ParkMobile a perpetual, irrevocable, royalty-free license to use Client Data in connection with the Services.

6.2 Client Brand Features. Client grants to ParkMobile a nonexclusive, nonsublicensable, nontransferable, royalty free license during the term to display Client's Brand Features in connection with providing and/or marketing the Services. ParkMobile will not make any use of Client's Brand Features in a manner that dilutes, tarnishes or blurs the value of such Brand Features.

6.3 ParkMobile IP. Client acknowledges that, as between Client and ParkMobile, ParkMobile owns all right, title, and interest, including all IP Rights, in and to the Services, including but not limited to the ParkMobile Application and the Platform.

6.4 ParkMobile Brand Features. ParkMobile grants to Client a nonexclusive, nonsublicensable, nontransferable, royalty free license during the term to display ParkMobile's Brand Features in connection with the Services, subject to ParkMobile's Brand Guidelines available at <https://parkmobile.io/company/parkmobile-media-assets/logos/>. Client will not make any use of ParkMobile's Brand Features in a manner that dilutes, tarnishes or blurs the value of such Brand Features.

6.5 ParkMobile User Data. ParkMobile User Data remains the sole and exclusive property of ParkMobile. Client will not, directly or indirectly: (i) sell or resell ParkMobile User Data in any capacity or form; (ii) create any derivative work using ParkMobile User Data; or (iii) use ParkMobile User Data for purposes other than those specifically allowed in this Agreement. Notwithstanding the foregoing, the parties acknowledge and agree that ParkMobile will not sublicense or provide any PCI Data to Client.

6.6 Resultant Data. Resultant Data remains the sole and exclusive property of ParkMobile. ParkMobile grants Client a revocable, royalty-free, non-exclusive, non-assignable, non-transferable license to applicable Resultant Data for the duration of the term only for Client's internal use in connection with the Services.

6.7 Reservation of Rights. ParkMobile reserves all rights not expressly granted to Client in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Client or any third party any IP Rights or other right, title, or interest in or to the ParkMobile Application and/or the Platform.

7. FEES AND PAYMENT

7.1 Fees. Client shall pay ParkMobile the fees set forth in the Agreement that incorporates these Client General Terms & Conditions ("Fees") in accordance with this Section 7.

7.2 Payment Terms. The parties designate ParkMobile as the merchant of record. Client agrees to pay ParkMobile \$0.20 + 3% of the total transaction amount per transaction for this service. On or before the 15th day of each month, ParkMobile will disburse to Client all parking fees ParkMobile received during the preceding month from ParkMobile Users on behalf of Client as a direct result of this Agreement, less any amounts owed to ParkMobile.

7.3 Taxes. All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Client hereunder, other than any taxes imposed on ParkMobile's income.

7.4 Late Payment. If Client fails to make any payment when due then, in addition to all other remedies that may be available: (a) ParkMobile may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (b) Client shall reimburse ParkMobile for all costs incurred by ParkMobile in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (c) if such failure continues for thirty (30) days following written notice thereof, ParkMobile may suspend performance of the Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Client or any other person by reason of such suspension.

7.5 No Deductions or Setoffs. All amounts payable to ParkMobile under this Agreement shall be paid by Client to ParkMobile in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law).

7.6 Fee Increases. Beginning on the first anniversary of the Effective Date and continuing annually thereafter on a compounding basis, fees shall increase by ten percent (10%) or the percentage equal to the average increase in all items under the Consumer Price Index over the prior 12-

month period, whichever is greater. Based on this criteria, fees shall then round up to the nearest two (2) decimal places. This change will take effect without prior notice to Client.

7.7 Limited Payment Agent. Client appoints ParkMobile as its agent for the limited purpose of receiving, holding, and settling payments made by ParkMobile Users to Client in connection with the Services. Client acknowledges and agrees that receipt of payment from ParkMobile Users in connection with the Services by ParkMobile shall be deemed the same as receipt by Client itself.

8. REPRESENTATIONS AND WARRANTIES

8.1 Mutual. Each party represents, warrants and covenants to the other party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other legal entity under the laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the representative that is executing this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

8.2 ParkMobile. ParkMobile represents, warrants, and covenants to Client that ParkMobile will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.

8.3 Disclaimers. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 8.1 AND SECTION 8.2, ALL SERVICES ARE PROVIDED "AS IS." PARKMOBILE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, PARKMOBILE DOES NOT WARRANT THAT THE SERVICES OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE. PARKMOBILE SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS.

9. INDEMNIFICATION

9.1 Mutual. Each party will indemnify, defend, and hold harmless the other party from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred as a result from any third-party claim, suit, action, or proceeding ("Third-Party Claim") to the extent it arises from a breach of the indemnifying party's representations and warranties under this Agreement.

9.2 ParkMobile. ParkMobile will indemnify, defend, and hold harmless Client from and against any and all Losses incurred by Client resulting from any Third-Party Claim that the Platform or any use of the Platform in accordance with this Agreement, infringes or misappropriates such third party's IP Rights, provided that Client promptly notifies ParkMobile in writing of the claim, cooperates with ParkMobile, and allows ParkMobile sole authority to control the defense and settlement of such claim.

9.3 Client. Client will indemnify, defend, and hold harmless ParkMobile from and against any and all Losses incurred by ParkMobile resulting from any Third-Party Claim arising out of Client's disclosure or use of ParkMobile User Data in violation of this Agreement.

9.4 Mitigation. If any of the Services are claimed to, or in ParkMobile's opinion are likely to, infringe, misappropriate, or otherwise violate any third-party IP Rights, or if Client's use of the Services is enjoined or threatened to be enjoined, ParkMobile may, at its option and sole cost and expense: (a) obtain the right for Client to continue to use the Services as contemplated by this Agreement; (b) modify or replace the Services, in whole or in part, to seek to make the Services (as so modified or replaced) non-infringing, while providing equivalent features and functionality, in which case such modifications or replacements will constitute the Services, as applicable, under this Agreement; or (c) by written notice to Client, terminate this Agreement and require Client to immediately cease any use of the Services.

9.5 Sole Remedy. THIS SECTION 9 SETS FORTH CLIENT'S SOLE REMEDIES AND PARKMOBILE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

10. LIMITATION OF REMEDIES AND DAMAGES

10.1 Exclusion of Damages. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL PARKMOBILE OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (B) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SERVICES; (C) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (D) COST OF REPLACEMENT GOODS OR SERVICES; (E) LOSS OF GOODWILL OR REPUTATION; OR (F) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY

AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10.2 Cap on Monetary Liability. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF PARKMOBILE ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED ONE TIMES THE TOTAL AMOUNTS PAID TO PARKMOBILE UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

10.3 Exceptions. The exclusions and limitations in Section 10.1 and Section 10.2 do not apply to ParkMobile's obligations under Section 9 or liability for ParkMobile's gross negligence or willful misconduct.

11. ADDITIONAL TERMS

11.1 Omnia. ParkMobile is an awarded vendor with Omnia ("Omnia") to provide integrated parking management systems to public agencies at established rates as set forth in the applicable Omnia Contract ("Omnia Contract"). Client's procurement code authorizes the use of other contracts, including the Omnia Contract, as an acceptable method of procurement of competitively bid prices. Except as supplemented by the terms of this Agreement, all terms and provisions of the Omnia Contract remain unchanged and in full force and effect.

12. GENERAL TERMS

12.1 Assignment. Client shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, in each case whether voluntary, involuntarily, by operation of law, or otherwise, without ParkMobile's prior written consent. No assignment, delegation, or transfer will relieve Client of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 12.1 is void. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns.

12.2 Severability. If a court of competent jurisdiction holds any term or provision of this Agreement to be invalid, illegal or unenforceable, the rest of the Agreement will remain in effect.

12.3 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

12.4 Notices. Any notice or communication permitted or required under this Agreement must be in writing and will be deemed received by the addressee: (a) when received, if delivered by hand with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email (with confirmation of transmission), if sent during the addressee's

normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third business day after the date mailed by certified or registered mail, return receipt requested, postage prepaid. Notices must be sent to the attention of the respective party's legal department at the address set forth at the beginning of this Agreement or such other address as either party may specific in writing. Any notice permitted or required under this Agreement that is sent to ParkMobile shall also be sent via email to legal-notices@parkmobile.io.

12.5 Governing Law. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Florida, United States of America (including its statutes of limitations).

12.6 Amendment; Waivers. Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement. No waiver by any party will be effective unless explicitly set forth in writing and signed by the party so waiving. No terms or conditions stated in a Client purchase order, vendor onboarding process or web portal, or any other Client order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void, notwithstanding any language to the contrary therein, whether signed before or after this Agreement.

12.7 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

12.8 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

12.9 Force Majeure. Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay Fees) if the delay or failure results from any cause beyond such party's reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquakes, storms or other elements of nature, pandemics, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

12.10 Independent Contractors. The parties to this Agreement are independent contractors. The parties do not intend, and nothing in this Agreement should be construed, to create or enter into any partnership, joint venture, employment, franchise, agency, or similar relationship. Neither party has the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

12.11 Export Control. Client will comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, Client: (i) represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or

located (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country; (ii) will not (and will not permit any third parties to) access or use any Service in violation of any U.S. export embargo, prohibition or restriction, and (iii) will not submit to any Service any information that is controlled under the U.S. International Traffic in Arms Regulation.

12.12 Interpretation. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

12.13 Counterparts. The parties may execute this Agreement in counterparts, including PDF and other electronic copies, which taken together will constitute one instrument.

13. DEFINITIONS

Access Credentials means any user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual's identity and authorization to access and use the Platform.

Authorized User means Client's employee, consultant, contractor, and agent who is authorized by Client to access and use the Platform under the rights granted to Client pursuant to this Agreement.

Brand Features means a party's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

Client Data means any data specific to Client's operation that is provided by Client to ParkMobile to be used in the provision of Services that is not available to ParkMobile publicly or by other means.

Confidential Information means information that one party (or an affiliate) discloses to the other party under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations or becomes public through no fault of the recipient.

Documentation means any manuals, instructions, or other documents or materials that ParkMobile provides or makes available to Client in any form or medium and which describe the functionality, components, features, or requirements of the Services.

IP Rights means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

Parking Information means parking zones, parking rates, parking restrictions, selected payment methods, and other

information necessary for the provision of the Services for a specific Parking Location.

"Parking Location" means the location or locations of Client's on-street parking, off-street parking, reservation parking, parking lots, parking decks, permitted parking, and other facilities where ParkMobile Users may park.

"ParkMobile Application" means any and all mobile and/or web applications, services, or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile and that are made available to the general public and that facilitates the payment of parking transactions.

"ParkMobile User" means an end user that uses the ParkMobile Application.

"ParkMobile User Data" means information, data, and other content, in any form or media, that is submitted, posted, or otherwise transmitted by or on behalf of a ParkMobile User, directly or indirectly, through the ParkMobile Application.

"PCI Data" means, as applicable, payment card number, cardholder name, expiration date, card verification code or value, service code, and/or security-related information used to authenticate cardholders and/or authorize payment card transactions

"Personal Data" means (i) any information about an identified or identifiable individual; or (ii) information that is not specifically about an identifiable individual but, when combined with other information, may identify an individual. Personal Data includes names, email addresses, postal addresses, telephone numbers, government identification numbers, financial account numbers, payment card information, license plate information, online identifiers (including IP addresses and cookie identifiers), network and hardware identifiers, geolocation information, and any information that constitutes "personal data" or "personal information" within the meaning of any relevant and applicable data privacy or protection laws.

"Platform" means access-controlled mobile and/or web applications, services or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile that are made available to Client to administer, configure, manage and/or monitor parking sessions, parking rates, and/or parking restrictions associated with Client's Parking Locations.

"Resultant Data" means data and information related to Client's, Authorized Users' and/or ParkMobile Users' use of the Services that is used by ParkMobile in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

"Services" means the ParkMobile Application, the Platform, and all other services provided by ParkMobile under this Agreement.

**SCHEDULE 2: SERVICES
ON-DEMAND PARKING SERVICES**

ParkMobile offers a service to ParkMobile Users that facilitates the activation of and payment for on-demand parking using the ParkMobile Application ("On-Demand Parking").

ParkMobile Users may begin and, if applicable, end a parking transaction in a variety of ways: (1) visiting <https://app.parkmobile.io>; (2) calling ParkMobile's IVR System, or (3) using the ParkMobile Application. In order to register with ParkMobile and begin a parking session, a consumer simply provide ParkMobile with the information required by ParkMobile to create an account, including payment method information and license plate number. Thereafter, subsequent parking sessions only require the ParkMobile User to enter or select the applicable parking duration available for the applicable location.

The parking zone code of the Client parking areas are indicated on parking signs or on parking meters. Enforcers of the Client check the validity of parking status real time against the Platform via a web service offering, provided as part of the Services, to determine if a valid parking right exists. This information can be accessed by using a handheld terminal, mobile device or personal digital assistant (PDA).

ParkMobile does not provide or pay for Client's use of handheld terminals, mobile devices or PDAs for enforcement or any data plans or other items needed for communication between such items and the Services.

At their option, ParkMobile Users will receive parking alert services from ParkMobile via SMS, ParkMobile Application push notification or email. The ParkMobile User may be notified, for example, when parked for an extended period of time or when the maximum parking time nears expiration.

ParkMobile Users can use On-Demand Parking anywhere the Services are available.

All parking charges are automatically charged to the ParkMobile User's payment method, and ParkMobile Users have real time access to an online account-based personal page accessible from <https://app.parkmobile.io> to access and print parking history, receipts, and statements.

SCHEDULE 3:
CLIENT ELECTRONIC FUNDS AUTHORIZATION FORM

This form authorizes ParkMobile, LLC to make payment to a business electronically. **All payments will be paid in the account designated by the voided check or bank letter attached to this form once it has been verified by ParkMobile, LLC via telephone call, otherwise a check will be issued to the address on file.** It is the responsibility of the client to notify ParkMobile, LLC of any changes pertinent to electronic payments, such as changes in banking information or email address.

PAYEE/CLIENT INFORMATION

CLIENT NAME:
ADDRESS:
CONTACT PERSON:
TELEPHONE NUMBER:
VERIFICATION CALL BACK CONTACT PERSON:
VERIFICATION TELEPHONE NUMBER:
PRIMARY FINANCE CONTACT EMAIL:
SECONDARY FINANCE CONTACT EMAIL:
SIGNATURE & TITLE OF AUTHORIZED OFFICIAL:

FINANCIAL INSTITUTION INFORMATION

BANK NAME:
ADDRESS:
CONTACT PERSON:
TELEPHONE:
EMAIL:
NINE DIGIT ROUTING TRANSIT NUMBER:
DEPOSITOR ACCOUNT TITLE:
DEPOSITOR ACCOUNT NUMBER:
TYPE OF ACCOUNT:
PLEASE BE SURE TO ATTACH A VOIDED CHECK OR BANK LETTER TO VERIFY THE ABOVE ACCOUNT INFORMATION

This authorizes ParkMobile, LLC to send credit entries (and appropriate debit and adjustment entries), electronically or by any other commercially accepted method, to the account indicated above and to other accounts specified by Client in the future (the "Account"). This authorizes the financial institution holding the Account to post all such entries. This authorization will be in effect until ParkMobile receives a written termination notice from Client and has a reasonable opportunity to act on it.

AGENDA ITEM 7 A

PUBLIC HEARING / LEGISLATIVE MATTERS

BOA CASE NO. 2026-01 – 452 HARBOR DRIVE S.

VARIANCE REQUEST FROM SEC.110-131(1)(G) OF THE CODE OF ORDINANCES, OF 4 FEET ABOVE THE REQUIRED 35 FOOT MAXIMUM BUILDING HEIGHT RESULTING IN A BUILDING HEIGHT OF 39 FEET FOR A NEW RESIDENTIAL DWELLING LOCATED AT 452 HARBOR DR S INDIAN ROCKS BEACH, FLORIDA, AND LEGALLY DESCRIBED AS LOT 38, TWENTY-THIRD ADDITION TO RE-REVISED MAP OF INDIAN BEACH, RECORDED IN PLAT BOOK 38 PAGE 75 OF THE PUBLIC RECORDS OF PINELLAS COUNTY.

PROPERTY ID # 06-30-15-42444-000-0380

INDIAN ROCKS CITY COMMISSION STAFF REPORT

MEETING OF: FEBRUARY 10, 2026 AGENDA ITEM: 7A

ORIGINATED BY: Hetty C. Harmon, AICP, City Planner

AUTHORIZED BY: Ryan Henderson, City Manager 

BOARD OF ADJUSTMENTS AND APPEALS: The board of adjustments and appeals recommended approval to the city commission by a vote of 3-0.

BOA CASE NO. 2026-01 – 452 Harbor Dr S

Variance request from Sec.110-131(1)(g) of the Code of Ordinances, of 4 feet above the required 35 foot maximum building height resulting in a building height of 39 feet for a new residential dwelling located at 452 Harbor Dr S Indian Rocks Beach, Florida, and legally described as Lot 38, Twenty-Third Addition to RE-Revised Map of Indian Beach, recorded in Plat Book 38 Page 75 of the Public Records of Pinellas County.

Property ID # 06-30-15-42444-000-0380

OWNER Mark and Kerry Rieumont
LOCATION of PROPERTY: 452 Harbor DR S
ZONING: S- Single Family

Direction	Existing Use	Zoning Category
North	Residential	S
East	Residential	S
South	Intracoastal	N/A
West	Residential	S

BACKGROUND:

EXPLANATION: The applicant is requesting to increase the building height by 4 ft for a total building height of 39 ft instead of the allowed 35 ft. Applicant is asking that the building height be measured from the Base Flood Elevation (BFE) as FEMA's document stated to assure building are out of the flood plain.

The City determines building height based on the following regulations and definitions.

1. In Sec 110-131(g) **Maximum building height**. For buildings constructed on pilings, the maximum height of pilings is ten feet. The maximum height of a building above pilings is 25 feet.
2. In Sec 110-1
 - a. **Building height** means the vertical distance from the mean grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the mean height level between eaves and ridges for gable, hip or mansard roofs
 - b. **Grade** means the highest point on the crown of the road or street which borders on the lot or combination of lots. On corner lots, grade shall mean the highest point on the crowns of the intersecting roads. The finished grade shall mean the ground surface immediately adjacent to the exterior walls or pilings of the building.

The building plans are reviewed by the County and they review to determine if living area is at or above the Design Flood Elevation which is one foot above the Base Flood elevation shown on the FEMA maps. The City reviews for overall building height and setbacks.

Sec. 2-152. - Variances.

(a) *Generally; criteria for granting variances from the terms of subpart B.*

(1) The board of adjustments and appeals shall make recommendations on and the city commission shall decide variance applications will not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the provisions of subpart B will result in unnecessary and undue hardship. In order to recommend or decide any variance from the terms of subpart B, the board or the city commission shall consider each of the following.

a. Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same zoning district.

There are no special conditions that are not applicable to all lots in the same zoning district.

b. The special conditions and circumstances do not result from the actions of the applicant.

The applicant did not create any special conditions or circumstances.

c. Granting the variance will not confer on the applicant any special privilege that is denied by subpart B to other lands, structures or buildings in the same zoning district.

Granting the variance would confer special privileges to the applicant.

d. Literal interpretation of the provisions of subpart B would deprive other properties in the same zoning district under the terms of subpart B and would work unnecessary and undue hardship upon the applicant.

The approval of this variance request would deprive other owners of use and enjoyment of their properties.

e. The variance granted is the minimum variance that will make possible the reasonable use of the land, structure or building; and

This is the minimum variance to allow the owner to build the house they designed.

f. The granting of the variance will be in harmony with the general intent and purpose of subpart B, and such variance will not be injurious to the area involved or be otherwise detrimental to the public welfare.

Granting the variance will not be in harmony with the general intent and purpose of subpart B.

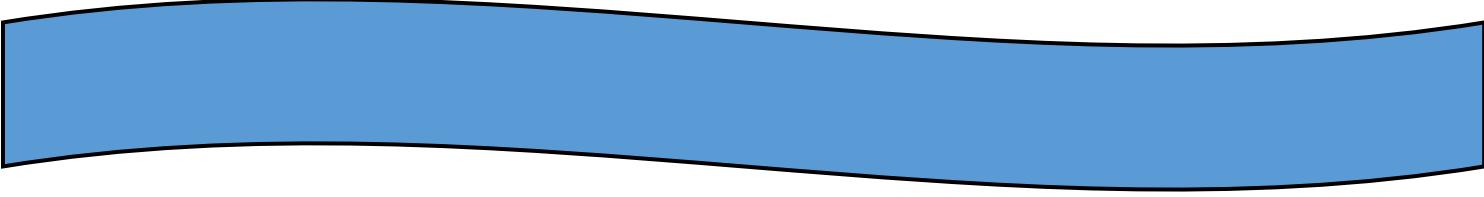
NOTICE: A public notice was mailed by first class mail to property owners within 150 feet in any direction of the subject property and posted on subject property on January 5, 2026 (Sec. 2-149 of the Code of Ordinances.)

LEGAL NOTICE: A legal notice was published in the January 21, 2026 -Edition, of the St. Pete Times Section of the Tampa Bay Times. For a public hearing that has been scheduled for February 10, 2026, for BOA Case No. 2026-01.

CORRESPONDENCE: Eleven letters of support were received.

MOTION:

I move to recommend that the City Commission **APPROVE/DENY BOA CASE NO. 2026-01 – 452 Harbor Dr S** Variance request from Sec.110-131(1)(g) of the Code of Ordinances, of 4 feet above the required 35 foot maximum building height resulting in a building height of 39 feet for a new residential dwelling located at 452 Harbor Dr S Indian Rocks Beach, Florida, and legally described as Lot 38, Twenty-Third Addition to RE-Revised Map of Indian Beach, recorded in Plat Book 38 Page 75 of the Public Records of Pinellas County.



**452 Harbor Dr S
BOA CASE NO. 2026-01**



BOA CASE NO. 2026-01 – 452 Harbor Dr S

Variance request from Sec.110-131(1)(g) of the Code of Ordinances, of 4 feet into the required 35 foot maximum building height resulting in a building height of 39 feet for new residential dwelling located at 452 harbor Dr S Indian Rocks Beach, Florida, and legally described as Lot 38, Twenty-Third Addition to RE-Revised Map of Indian Beach, recorded in Plat Book 38 Page 75 of the Public Records of Pinellas County.

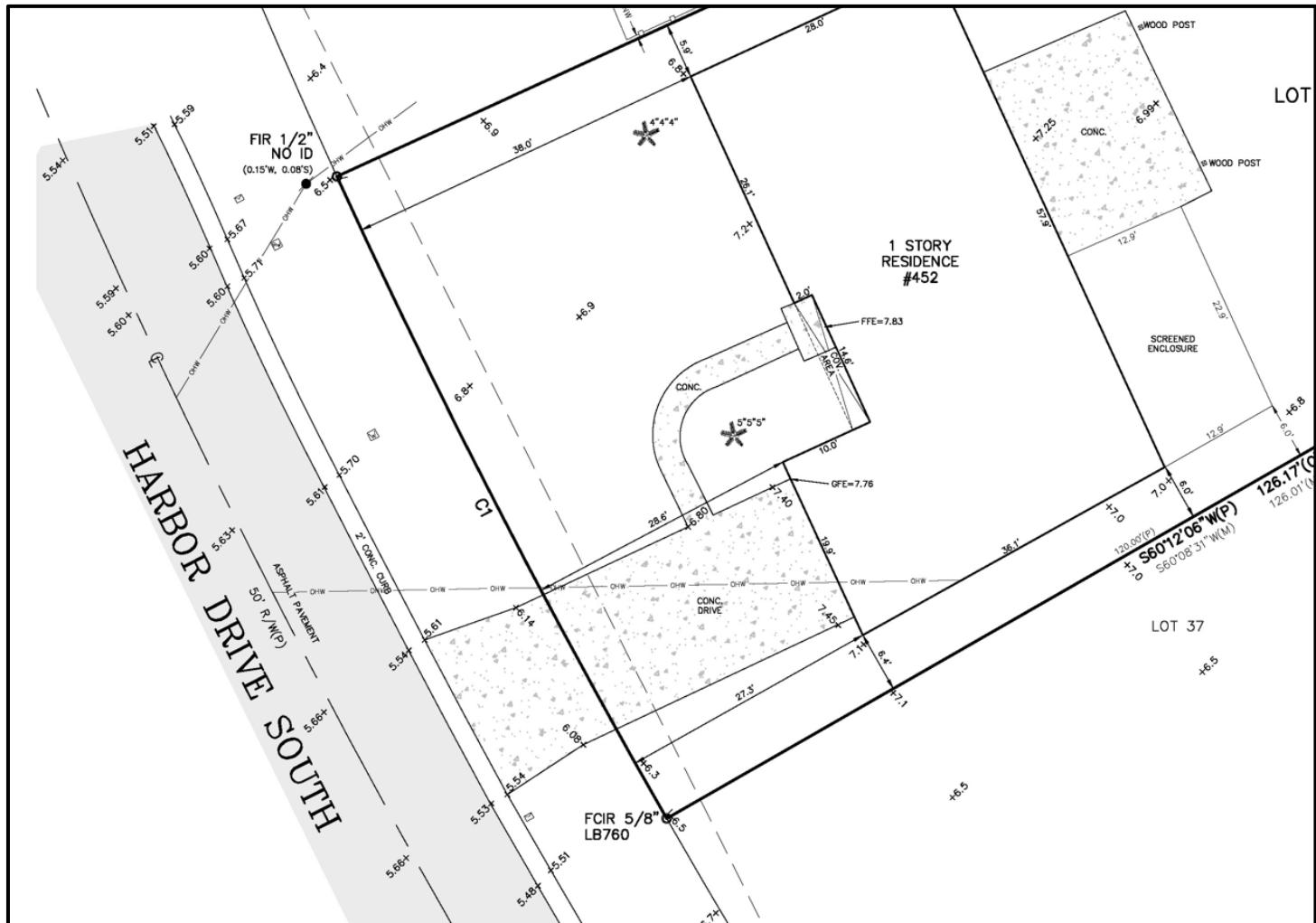


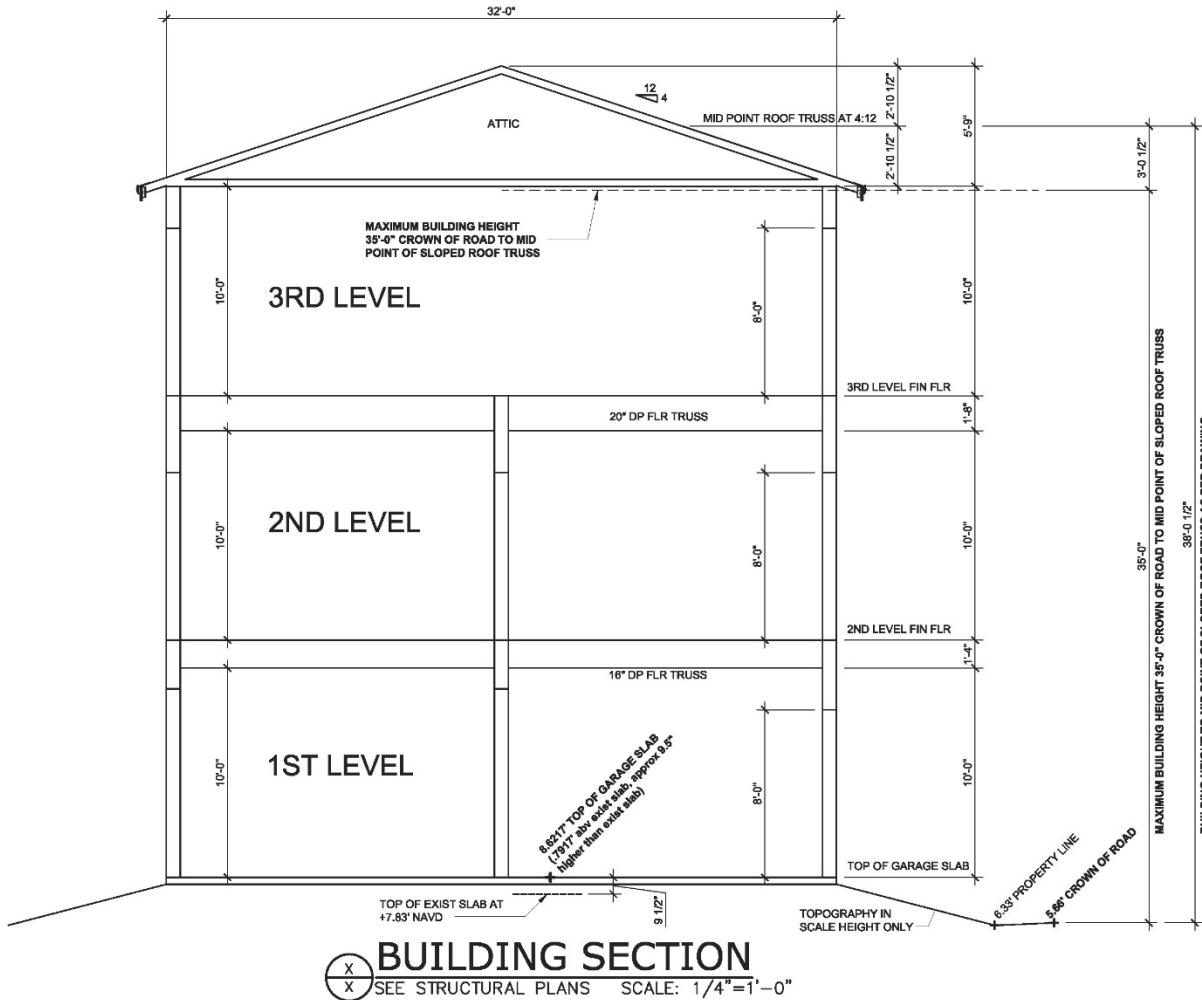
452 Harbor Dr S



Survey

Survey





APPLICATION FOR VARIANCE

CITY OF INDIAN ROCKS BEACH PLANNING AND ZONING

Enquiries City Hall: 727.595.2517 or Hetty Harmon: 863.646.4771 x211 Email: hharmon@irbcity.com
Address: 1507 Bay Palm Boulevard, Indian Rocks Beach, FL 33785

For Office Use Only

Application No.

Date Received

APPLICANT

Name:
Address:
City:
Zip Code:
Tel:
Fax:
Mobile:
Email:

AGENT/REPRESENTATIVE

Name:
Company:
Address:
City:
Zip Code:
Tel:
Fax:
Mobile:
Email:

SITE DETAILS

Address:
City:
Legal Description:
Zoning:
Size:
Parcel ID:
Zip Code:
Future Land Use:

SITE DETAILS CONTINUED...

Does applicant own any property contiguous to the subject property? Yes No

If yes, provide address and legal description:

Have previous applications been filed for this property? Yes No

If yes, describe:

Has a certificate of occupancy or completion been refused? Yes No

If yes, describe:

Does any other person have ownership or interest in the property? Yes No

If yes, is ownership or interest contingent or absolute:

Is there an existing contract for sale on the property? Yes No

If yes, list all parties on the contract:

Is contract conditional or absolute? Conditional Absolute

Are there options to purchase? Yes No

VARIANCE REQUEST

Regulation

Required

Proposed

Total Requested

Gulf-front setback (feet):

Bay-front setback (feet):

Alley setback (feet):

VARIANCE REQUEST CONTINUED...

<u>Regulation</u>	<u>Required</u>	<u>Proposed</u>	<u>Total Requested</u>
Rear-no alley setback (feet):			
Rear-north/south street (feet):			
Street-front setback (feet):			
Side-one/both setback (feet):			
Minimum green space (%):			
Habitable stories (#):			
Minimum lot size (sq. ft.):			
Building height (feet):	35'	39'	4'
Off-street parking (spaces):			
ISR (%):			
FAR (%):			
Dock length (feet):			
Dock width (feet):			
Signage (#):			
Accessory structure (sq. ft.):			
Accessory structure height (feet):			
Lot size (sq. ft.):			
Other:			

What is the proposed use
of the property?

Single Family Residential

HARDSHIP

A variance is granted on the basis of evidence being presented that justifies an undue and unnecessary hardship upon the applicant; a hardship that prevents reasonable use of the property. The following criteria, set forth in Code Section 2-152, Variances, will be used to evaluate the request for variance in order to determine if a hardship is present and if the variance will impact the overall public welfare.

Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same zoning district:

The hardship arises from the City's use of the crown of road as the reference point for height measurement rather than Base Flood Elevation (BFE). This standard has been deemed obsolete by FEMA due to its inaccuracy in coastal floodplain areas (FEMA-2021-0024). The elevation of the crown of the road is completely unique to the subject property. The subject property's location within a flood-prone coastal zone makes it uniquely affected by this outdated methodology. Nearby communities such as North Redington Beach have already modernized their regulations to reflect BFE-based measurements, highlighting the need for reasonable flexibility for properties like this one.

Special conditions and circumstances do not result from the actions of the applicant:

The need for this variance is not self-created. The applicant has designed a home consistent with FEMA and Florida Building Code elevation requirements. The hardship is imposed by the City's outdated measurement reference, not by any voluntary act or design decision of the applicant. The City established its height regulations prior to FEMA's adoption of flood elevation heights and standards.

Granting this variance will not confer on the applicant any special privilege that is denied by the chapter to other lands, structures or buildings in the same zoning district:

Granting this variance does not confer a special privilege but simply enables the applicant to construct a home consistent with modern standards for safety and flood protection. The proposed structure remains in line with the size, height, and character of other homes within the zoning district and neighboring municipalities.

The literal interpretation of the provisions of Subpart B, Code Sections 78 through 110, would deprive other properties in the same zoning district under the terms of Subpart B and would work unnecessary and undue hardship upon the applicant:

Strict adherence to the current code would require lowering the finished floor elevation or ceiling height to levels inconsistent with modern construction standards. This would compromise flood safety and increase the risk of property loss. The literal interpretation imposes an unnecessary hardship that prevents reasonable, safe, and practical use of the property.

HARDSHIP CONTINUED...

The variance granted is the minimum that will make possible the reasonable use of the land, structure or building:

The requested 4-foot variance (from 35 feet to 39 feet) is the smallest adjustment possible to allow a safe, flood-compliant elevation while maintaining standard ceiling heights and an efficient roof design. The height increase is minimal and does not exceed what is typical for new coastal construction in comparable communities.

The granting of the variance will be in harmony with the general intent and purpose of Subpart B and such variance will not be injurious to the area involved or be otherwise detrimental to the public welfare:

The variance supports the purpose and intent of the zoning code by enhancing public safety and property resilience. The home will maintain neighborhood compatibility in scale, architectural style, and visual character. The variance will not obstruct views, cast shadows, or otherwise harm adjacent properties. Rather, it promotes safe, sustainable coastal development aligned with FEMA and state resilience goals. It will also confer a public benefit to the community by providing a fully compliant flood resilient home and associated housing and tax benefits.

I (we) believe the Board of Adjustment and Appeals and the City Commission should grant this application because:

Approval of this variance represents sound, responsible planning that aligns with evolving flood management standards and community safety priorities. It enables the applicant to construct a home that meets modern expectations for quality and resilience while avoiding unnecessary risk. The variance ensures reasonable use of the property, anticipates FEMA's ongoing updates to flood elevation criteria, and upholds the public welfare by encouraging safer, more resilient coastal development consistent with the City's long-term vision.

CERTIFICATION

Date: 11/10/25

I hereby certify that I have read and understand the contents of this application, and that this application together with supplemental data and information, is a true representation of the facts related to the request; that this application is filed with my approval, as owner, evidenced by my signature appearing below.

It is hereby acknowledged that the filing of this application does not constitute automatic approval of the request. Further, if the request is approved, I will obtain all necessary permits and comply with all applicable orders, codes, conditions and regulations pertaining to the use of the property.

I hereby grant authorization to any city official to inspect, as reasonable times, the site of the request.

Before me this date personally appeared:

Name: Mark J. Rieumont

Signature: Mark J. Rieumont Crystal Steele

Personally known/Form of Identification FC Drivers Lic.

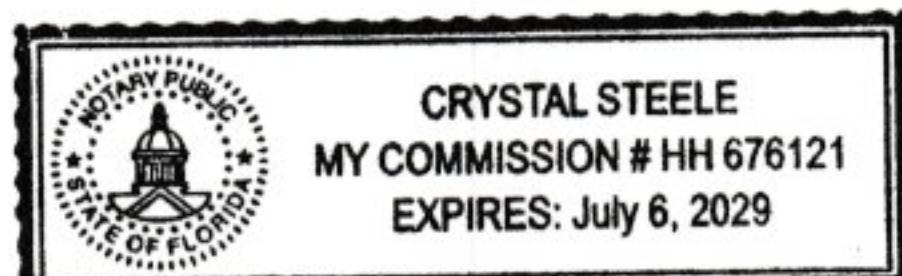
Who, being first duly sworn, deposes and attests that the above is a true and correct certification.

Sworn to and subscribed before me this: Day: 10 Month: November, 2025

Notary Public State of Florida at Large: Crystal Steele

Notary Public Commission Expiration: July 6, 2029

State of Florida
County: Pinellas



APPLICATIONS FILED BY CORPORATIONS MUST BEAR THE SEAL OF THE CORPORATION OVER THE SIGNATURE OF AN OFFICER AUTHORIZED TO ACT ON BEHALF OF THE CORPORATION.

AGENT OF RECORDDate: 11/10/2025

I, Mark J. & Kerry Rieumont do hereby designate and appoint
Mark Bentley & Ryan Manasse as my agent of record for the purposes of
representing me during the Planning and Zoning Department's review process of my application.
My agent of record is hereby vested with authority to make any representations, agreements or
promises, which are necessary or desirable in conjunction with the review process. My agent of
record is authorized to accept or reject any conditions imposed by any reviewing board or entity.

Name: Mark J. Rieumont Signature: *Mark J. Rieumont*

My agent of record may be contacted at:

Company: Johnson Pope

Address: 400 N Ashley Drive, Suite 3100

City/State: Tampa, FL Zip Code: 33602

Telephone: 813-225-2500 Fax: _____

Before me this date personally appeared:

Name: Mark J. Rieumont

Signature: *Mark J. Rieumont* *Cystal Steele*

Personally known/Form of Identification: Fl Dives Llc.

Who, being first duly sworn, deposes and attests that the above is a true and correct certification.

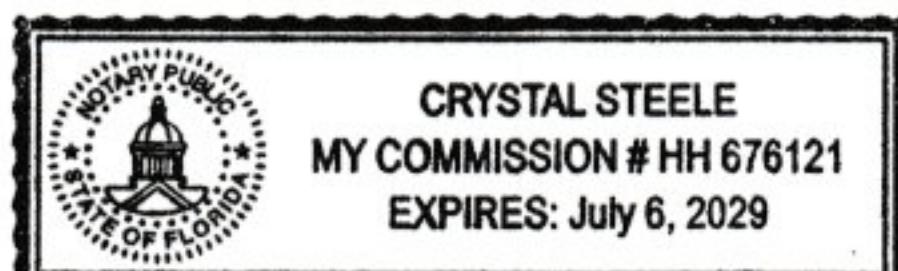
Sworn to and subscribed before me this: Day: 10 Month: November, 20 25

Notary Public State of Florida at Large: *Cystal Steele*

Notary Public Commission Expiration: *July 6, 2029*

State of Florida

County: Pinellas



AGENT OF RECORD

Date: 11/10/2025

I, Mark J. & Kerry Rieumont do hereby designate and appoint
Mark Bentley & Ryan Manasse as my agent of record for the purposes of
representing me during the Planning and Zoning Department's review process of my application.
My agent of record is hereby vested with authority to make any representations, agreements or
promises, which are necessary or desirable in conjunction with the review process. My agent of
record is authorized to accept or reject any conditions imposed by any reviewing board or entity.

Name: Kerry Rieumont Signature: Kerry Rieumont

My agent of record may be contacted at:

Company: Johnson Pope

Address: 400 N Ashley Drive, Suite 3100

City/State: Tampa, FL Zip Code: 33602

Telephone: 813-225-2500 Fax: _____

Before me this date personally appeared:

Name: Kerry Rieumont Signature: Crystal Steele

Signature: Kerry Rieumont

Personally known/Form of Identification Fl. Drivers Lic.



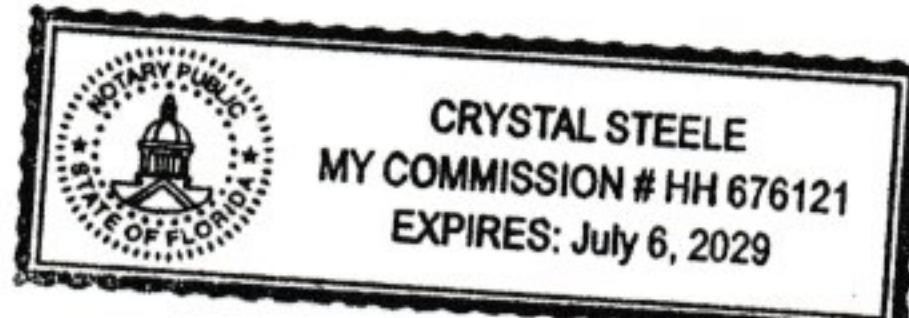
Who, being first duly sworn, deposes and attests that the above is a true and correct certification.

Sworn to and subscribed before me this: Day: 10 Month: November, 20 25

Notary Public State of Florida at Large: Crystal Steele

Notary Public Commission Expiration: July 6, 2029

State of Florida
County: Pinellas



CERTIFICATION

Date: 11/10/25

I hereby certify that I have read and understand the contents of this application, and that this application together with supplemental data and information, is a true representation of the facts related to the request; that this application is filed with my approval, as owner, evidenced by my signature appearing below.

It is hereby acknowledged that the filing of this application does not constitute automatic approval of the request. Further, if the request is approved, I will obtain all necessary permits and comply with all applicable orders, codes, conditions and regulations pertaining to the use of the property.

I hereby grant authorization to any city official to inspect, as reasonable times, the site of the request.

Before me this date personally appeared:

Name: Kerry Rieumont

Signature: Kerry Rieumont

Crystal Steele

Personally known/Form of Identification PL Drivers L.c.

Who, being first duly sworn, deposes and attests that the above is a true and correct certification.

Sworn to and subscribed before me this: Day: 10 Month: November, 2025

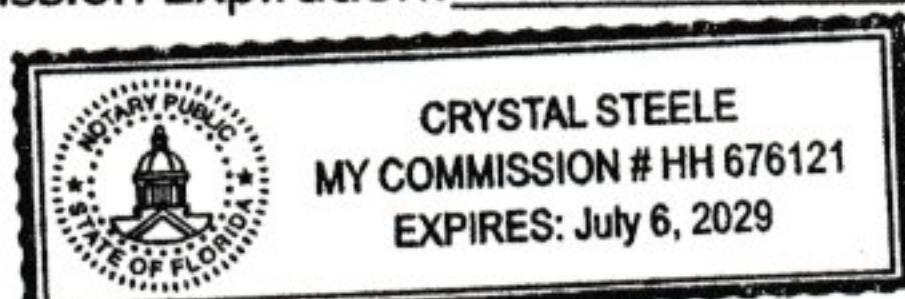
Notary Public State of Florida at Large:

Crystal Steele

Notary Public Commission Expiration:

July 6, 2029

State of Florida
County: Pinellas



APPLICATIONS FILED BY CORPORATIONS MUST BEAR THE SEAL OF THE CORPORATION OVER THE SIGNATURE OF AN OFFICER AUTHORIZED TO ACT ON BEHALF OF THE CORPORATION.

Variance Justification Statement

Property Address: 452 Harbor Drive South, Indian Rocks Beach, FL

Request: Height Variance from 35' to 39' (measured from crown of road to midpoint of sloped roof truss)

Code Section: Sec. 110-131(1)(g) - Maximum building height. For buildings constructed on pilings, the maximum height of pilings is ten feet. The maximum height of a building above pilings is 25 feet.

Summary Narrative

The applicant respectfully requests approval of a variance to allow a total building height of 39 feet, measured from the crown of road to the midpoint of the sloped roof truss, in lieu of the 35-foot maximum height allowed under current City Code.

This request arises from an outdated height measurement standard that uses street crown elevation rather than Base Flood Elevation (BFE) as the reference point. FEMA has identified this approach as obsolete (see FEMA-2021-0024), and neighboring coastal municipalities, including North Redington Beach, have already updated their building codes to allow residential construction heights measured from BFE—permitting up to 36 feet above that safer, modern standard.

Under the current City standard, the proposed home—designed with 9–10 foot ceilings, a moderate roof slope, and a finished floor elevation elevated above flood level which requires a minor variance of 4 feet solely due to the outdated measurement method. The proposed structure will be approximately 3,000–3,500 square feet and will remain in scale and character with surrounding coastal homes.

This variance request is not for additional density or excess height but rather to responsibly elevate the home consistent with modern floodplain management practices, FEMA guidance, and current coastal construction standards. Elevating the structure and garage reduces risk from flooding, electrical or chemical hazards, and will likely reduce flood insurance costs while improving life safety.

Approval of this variance represents the minimum relief necessary to allow reasonable and safe use of the property, consistent with both the intent of the zoning code and the public interest. It aligns with the City's resilience objectives and anticipates forthcoming regulatory changes following storm impacts such as Hurricane Helene.

Variance Criteria Responses (Section 2-152)

1. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district:

The hardship arises from the City's use of the crown of road as the reference point for height measurement rather than Base Flood Elevation (BFE). This standard has been deemed obsolete by FEMA due to its inaccuracy in coastal floodplain areas (FEMA-2021-0024). The elevation of the crown of the road is completely unique to the subject property. The subject property's location within a flood-prone coastal zone makes it uniquely affected by this outdated methodology. Nearby communities such

as North Redington Beach have already modernized their regulations to reflect BFE-based measurements, highlighting the need for reasonable flexibility for properties like this one.

2. Special conditions and circumstances do not result from the actions of the applicant:

The need for this variance is not self-created. The applicant has designed a home consistent with FEMA and Florida Building Code elevation requirements. The hardship is imposed by the City's outdated measurement reference, not by any voluntary act or design decision of the applicant. The City established its height regulations prior to FEMA's adoption of flood elevation heights and standards.

3. Granting this variance will not confer on the applicant any special privilege that is denied by the chapter to other lands, structures, or buildings in the same zoning district:

Granting this variance does not confer a special privilege but simply enables the applicant to construct a home consistent with modern standards for safety and flood protection. The proposed structure remains in line with the size, height, and character of other homes within the zoning district and neighboring municipalities.

4. The literal interpretation of the provisions of Subpart B would deprive other properties in the same zoning district under the terms of Subpart B and would work unnecessary and undue hardship upon the applicant:

Strict adherence to the current code would require lowering the finished floor elevation or ceiling height to levels inconsistent with modern construction standards. This would compromise flood safety and increase the risk of property loss. The literal interpretation imposes an unnecessary hardship that prevents reasonable, safe, and practical use of the property.

5. The variance granted is the minimum that will make possible the reasonable use of the land, structure, or building:

The requested 4-foot variance (from 35 feet to 39 feet) is the smallest adjustment possible to allow a safe, flood-compliant elevation while maintaining standard ceiling heights and an efficient roof design. The height increase is minimal and does not exceed what is typical for new coastal construction in comparable communities.

6. The granting of the variance will be in harmony with the general intent and purpose of Subpart B and such variance will not be injurious to the area involved or be otherwise detrimental to the public welfare:

The variance supports the purpose and intent of the zoning code by enhancing public safety and property resilience. The home will maintain neighborhood compatibility in scale, architectural style, and visual character. The variance will not obstruct views, cast shadows, or otherwise harm adjacent properties. Rather, it promotes safe, sustainable coastal development aligned with FEMA and state resilience goals. It will also confer a public benefit to the community by providing a fully compliant flood resilient home and associated housing and tax benefits.

7. I (we) believe the Board of Adjustment and Appeals and the City Commission should grant this application because:

Approval of this variance represents sound, responsible planning that aligns with evolving flood management standards and community safety priorities. It enables the applicant to construct a home that meets modern expectations for quality and resilience while avoiding unnecessary risk. The variance ensures reasonable use of the property, anticipates FEMA's ongoing updates to flood elevation criteria, and upholds the public welfare by encouraging safer, more resilient coastal development consistent with the City's long-term vision.

Zoning Restrictions Must Be Revised to Require that Building Height Measurements All Begin at the BFE

A.C.

November 29, 2021

1. Introduction

Turn on any national or global news program, and it is likely that they will be reporting on some type of flood-related event or flood-related disaster. Change the channel to obtain a weather outlook for the upcoming week, or weekend, and there is pretty good chance that the meteorologist will be giving flood watch advisories or flood warnings, for some region in the United States. The reality is that floods can happen in every type of climate, move through almost any kind of terrain, take place in any country, state, or region, occur during any season and at any time of the day or the night, be generated from an assortment of both natural and man-made causes and be influenced by a wide variety of contributing factors. According to the Federal Emergency Management Agency (FEMA), a flood prone area is “...any land area susceptible to being inundated by flood water from any source” (FEMA Tech. Bulletin 10-01). Along with the more common causes of flooding such as hurricanes, tropical storms, and long periods of heavy rain, floods can also be generated from lesser-known causes such as snow melt, tidal changes, fires, volcanic eruptions, and earthquakes. Many meteorologists and other weather experts believe that the number of major flood events will increase during the coming years due to climate change and other weather-related issues. In any case, the bottom line is that as long as there are floods, the high costs of flood damage will continue to plague the building and construction industry. Some of the primary concerns at the forefront include:

- water damage restoration costs,
- health-hazards of mold issues,
- construction failures,
- increasing flood insurance premiums
- Federal Emergency Management Agency (FEMA) financial debt

In order for structures and their contents to be better protected from expensive flood-related losses, repairs, and destruction, buildings must be raised higher off the ground, so that first floor living areas are situated well above flood waters. Although this might appear to be a fairly simple solution, overtime it has proven to be one of the best and most effective methods for minimizing and preventing flood damage.

However, as property owners, investors, contractors, and developers plan and prepare to jack-up existing buildings in order to put first floors at elevations above expected flood water levels, they may be met with a critical and unexpected challenge; local building height restrictions. When a building is raised upwards, the top of the roof also shifts upward in its position and elevation. If the community has existing building height restrictions in place, this one single challenge can pose a very serious threat in the effort to protect buildings from future flood damage. To make matters even worst, some communities, districts, towns, and cities have very strict building height ordinances in place, yet have never defined the meaning of building height, nor provided any guidance on how building height should be measured. Currently, there exists no standard in how building height is defined or should be measured. Instead, there is tremendous inconsistency in the United States, as every community, district, town, city, and county may calculate building height in a variety of different ways. This creates an assortment of problems, issues and troubles for property owners, investors, contractors, and developers, as well as local building officials.

This paper will pinpoint some of the challenges that communities face in flood prone areas and present the benefits of creating a national standard, requiring that all buildings are measured from the same exact starting point; the Base Flood Elevation (BFE).

2. Background:

2.1 Basic Terms and Meanings: BFE, FIRM and SFHA Explained

The Base Flood Elevation (BFE) indicates the elevation and location of the base flood. The base flood is the flood that has a 1 percent or greater likelihood of occurring during the course of a full year. Information about the base flood is based on historical data from past flood events. By analyzing the elevations of the base flood and pinpointing its location, the Federal Emergency Management Agency (FEMA) is able to evaluate flood zones and determine which areas are at higher risk of flooding. “The base flood is used to delineate SFHAs on FIRMs prepared by the NFIP” (FEMA NFIP Technical

Bulletin 5). An SFHA is a Special Flood Hazard Area and represents areas that are at higher risk of flooding. FEMA defines Special Flood Hazard Areas (SFHAs) as “...land areas subject to a 1 percent or greater chance of flooding in any given year” (Mitigation Assessment, Hurricane Sandy). SFHAs and BFEs are identified and marked on FIRMs. A FIRM is a Flood Insurance Rate Map. FEMA explains that a FIRM is “...the insurance and floodplain management map issued by FEMA that identifies, on the basis of detailed or approximate analysis, areas of 100-year flood hazard in a community” (FEMA Tech. Bulletin 10-01) and “...is a map produced by FEMA to show flood hazard areas and risk premium zones” (Mitigation Assessment, Hurricane Sandy).

2.2 History and Significance of FEMA and the NFIP

“The National Flood Insurance Program (NFIP) was created...to provide federally backed flood insurance coverage” and, “...is based on an agreement between the Federal government and participating communities that have been identified as flood prone” (FEMA Tech. Bulletin 10-01). “The U.S. Congress established the NFIP with the passage of the National Flood Insurance Act of 1968” (FEMA Free of Obstruction). At that time, the main objectives of the National Flood Insurance Program (NFIP) were to:

- Better indemnify individuals for flood losses through insurance;
- Reduce future flood damages through State and community floodplain management regulations; and
- Reduce Federal expenditures for disaster assistance and flood control (NFIP Program Description).

In 1979 – approximately eleven years after the NFIP was formed – the Federal Emergency Management Agency (FEMA) was created and the NFIP was placed under its responsibility. Then, in 1988 FEMA’s responsibilities were extended even further with the establishment of the Stafford Disaster Relief and Emergency Assistance Act. It’s a known fact that communities in the United States turn to FEMA for assistance and guidance, when preparing and recovering from severe flood events. In fact, FEMA’s Mission Statement is: “...helping people before during and after disasters” (FEMA About Us).

3. Supporting Evidence and Facts

3.1 A String Attached: NFIP Requirements

“FEMA through the Federal Insurance Administration (FIA), makes flood insurance available to the residents of a participating community, provided the community adopts and enforces adequate floodplain management regulations that meet the minimum NFIP requirements” (FEMA Tech. Bulletin 10-01). So, any community that wishes to be eligible for federally backed flood insurance and wants its residents to benefit from reduced flood insurance rates, must comply with FEMA flood guidelines. Essentially, this means that communities, districts, towns, cities, and counties must initiate ordinances that reduce future flood losses, must enforce floodplain management best practices to minimize damage caused by floods, and must monitor and control all new development and substantial improvements. A substantial improvement is any type of building modification such as remodeling, additions, or repairs where the price of the modification amounts to $\frac{1}{2}$ or more of the price of the building prior to the modification. FEMA defines substantial improvement as “Any reconstruction, rehabilitation, addition or improvement of a building, the cost of which equals or exceeds 50 percent of the building’s pre-improvement market value.” (FEMA P-499).

3.1.1 The Lowest Structural Member: Designing Above the BFE

The Federal Emergency Management Agency (FEMA) explains that the Base Flood Elevation (BFE) is the “...elevation of flooding, including wave height, having a 1 percent chance of being equaled or exceeded in any given year...” and represents “...the basis of insurance and floodplain management requirements and is shown on Flood Insurance Rate Maps (FIRMs)” (Mitigation Assessment, Hurricane Sandy). Ordinarily, when first floors of well-constructed buildings are elevated well above the BFE, these structures will survive flood events and undergo only minimal harm or cosmetic damage. On the other hand, history has proven that when the lowest floors of buildings sit below the BFE, these buildings suffer considerable destruction during flood events, will frequently endure serious structural damage, and may even be destroyed completely. For this reason, one of the key requirements of the National Flood Insurance Program (NFIP) is that the lowest floor of a building – and specifically, any load-supporting building component that makes up part of the assembly of the lowest enclosed floor – must be located above the BFE. According to V Zone Design and Construction Certification – Home Builder’s Guide to Coastal Construction Tech Fact Sheet No. 1.5, NFIP requirements specify: “The bottom of the lowest horizontal structural member of the lowest floor is elevated to or above the BFE” (FEMA P-499).

The importance of this NFIP requirement is reaffirmed in FEMA’s Lowest Floor Elevation – Home Builder’s Guide to Coastal Construction Tech Fact Sheet No. 1.4; “In riverine and other inland areas, experience has shown that if the lowest floors of buildings are not elevated above the flood level, these buildings and their contents will be damaged or destroyed. In coastal areas, wave action causes even more damage...” (FEMA P-499). Communities, towns, cities, and counties that do not enforce this fundamental floodplain management requirement, may be at risk of losing their ability to participate in

the NFIP, and therefore, residents may be in danger of not being eligible of continuing to receive federally backed flood insurance. 44 CFR 60.3 (e)(4)...states that a community shall require: that all new construction and substantial improvements in (coastal flood areas)...on the community FIRM are elevated on pilings or columns so that

- (i) The bottom of the lowest horizontal structural member of the lowest floor (excluding pilings or columns) is elevated to or above the base flood level (FEMA Free of Obstruction).

“Construction of a residential building in an identified Special Flood Hazard Area (SFHA) with a lowest floor below the BFE is a violation of the floodplain management requirements set forth at 44 CFR 60. 3(c)(2) unless the community has obtained an exception to NFIP requirements from FEMA and has approved procedures in place...” (FEMA Tech. Bulletin 10-01).

3.1.2 Benefits of Meeting FEMA Guidelines and NFIP Requirements

According to Repairs, Remodeling, Additions, and Retrofitting – Home builder’s Guide to Coastal Construction Tech Fact Sheet No. 9.1, “In coastal environments, even a little additional elevation (above the BFE) can result in improved flood resistance” (FEMA P-499). Any flood insurance agent or adjuster will tell you that homes that are in compliance with the Federal Emergency Management Agency (FEMA) and the National Flood Insurance Program (NFIP) flood requirements, experience significantly less damage in flood events. This important point is reaffirmed in Flood Resistant Construction and the 6th Edition of the Florida Building Code 2017; “FEMA reports that structures built to NFIP criteria experience 80 percent less damage through reduced frequency and severity of losses” (Flood Resistant Construction). In addition, property owners also pay significantly less in flood insurance costs when homes are built above the BFE.

There are of course many paybacks and reciprocal benefits when buildings are well elevated and undergo only minimal harm or cosmetic damage during severe flood events. One significant advantage is how quickly a neighborhood, district, community, town, and city can recover after a severe flood event. As stated by Designing for Flood Levels Above the BFE – Hurricane Katrina, there are other benefits of designing for flood levels above the Base Flood Elevation (BFE);

- Reduced building damage and maintenance
- Longer building life
- Reduced flood insurance premiums
- Reduced displacement and dislocation of building occupants after floods (and need for temporary shelter and assistance)
- Reduced job loss
- Increased retention of tax base (Mitigation Assessment Katrina)

According to Flood Resistant Construction and the 6th Edition of the Florida Building Code 2017, “Buildings that sustain less damage are more quickly reoccupied, facilitating recovery” (Flood Resistant Construction). On the flip side, when there is extensive, wide-spread structural damage to homes and businesses, it can take years for residents in a community to recover. For instance, people may have difficulty finding temporary shelter and may also face unemployment when industrial and commercial buildings used as local workplaces have suffered considerable damage. In these situations, many people will decide to permanently relocate out of the area. This seemingly innocent reaction can quickly create a domino effect, and spiral way out of control. As an example, when residents move away, local businesses stand to lose their customer base, which can lead to additional closures, property abandonment and delay the possibility of recovery even further. For this reason, “Protecting buildings that are constructed in Special Flood Hazard Areas (SFHAs) from danger caused by flood forces is an important objective of the National Flood Insurance Program (NFIP)” (FEMA Free of Obstruction).

3.2 Increases in Future Flood Events are Expected

There are a wide variety of contributing factors that create floods, and many experts believe that the number of major flood events will increase during the coming years, due to an assortment of both natural and man-made causes. As a result, it is expected that the number of people that live in flood zones will rise, the projected height of flood levels will move upwards, and very possibly, the frequency of severe flood events will increase. For instance, during the past twenty years, several notable weather events created severe flood disasters where flooding surpassed the expected Base Flood Elevation (BFE) levels and went beyond boundaries of the Special Flood Hazard Areas (SFHAs) including:

- Hurricanes Ike, Irma, Ivan, Katrina, Maria, and Rita
- Midwest floods of 2008 and 2015
- Superstorm Sandy

There are many problems and issues that can lead to increases in flooding including:

- Failures of levees and other flood barriers

- New construction which causes flood water displacement
- Property development in wetland areas
- Fill to raise property levels and
- Climate change
 - Larger storms that cover larger areas
 - Extremely intense storms
 - Sea level rise
 - Back-to-back storm events

“...floodplains are dynamic systems that have been altered through natural processes and wetland and floodplain filling for agriculture, urban development, transportation, flood control projects, and other land uses” (FEMA P-348). Growing concerns about climate change may promote greater awareness about the potential of future severe flood events and lead to proactive strategies that enhance measures to protect properties from future flood risks. Some concerns about climate change include:

- More severe flooding due to stronger tropical storms and hurricanes
- Increases in flood occurrences due to more frequent tropical storms and hurricanes
- Sea-level rise which contributes to higher storm surges that impact areas further inland

In addition, it is important to note that Flood Insurance Rate Maps (FIRMs) do not account for:

- Shoreline erosion, wetland loss, subsidence, sea level rise
- Upland development
- Degradation or settlement of levees and floodwalls
- Climate change
- Multiple storm events (FEMA P-499)

Yet, even more concerning than climate change, are the subjects of fill, overbuilding and displacement. For example, many communities once had wetland areas which allowed for flood waters to be contained until high water levels subsided. However, when wetlands are filled to make way for new construction and development, floodwaters have nowhere to go and will travel further away from the flood source. In addition, when building lots are raised as a means to combat flooding, this creates additional water displacement, which further raises the level of floodwater and pushes flood waters and flood boundaries further outward from the flood source. Fill, overbuilding, and displacement contributes to higher flood levels, extends the flood zone, and increases damage in a community-wide flood event. As a general rule, using fill to raise the level of properties in flood prone areas, is not a good floodplain management strategy.

3.3 Outdated Maps and SFHAs and BFEs as Moving Targets

In addition to the many natural and man-made causes that will lead to increases in flood events, most Flood Insurance Rate Maps (FIRMs) are outdated. As a matter of fact, some have not been updated in over 20 years! For this reason, many communities do not have an accurate picture of the future flood potential in their regions. Therefore, many communities, towns, cities, and counties are ill prepared for future flood events as they are not anticipating the severity or scale of what may be lurking on the horizon.

Very recently, there have been government decisions to increase the budget and monetary support for the Federal Emergency Management Agency (FEMA) in order to update the flood maps. Fortunately, these decisions will grant FEMA very much needed time and resources in order to facilitate studies, conduct research and compile data needed to update the Flood Insurance Rate Maps (FIRMs). However, many floodplain managers are already preparing themselves for the onslaught of related consequences. For instance, as FEMA begins the daunting task of revising all the outdated FIRMs, the Base Flood Elevations (BFEs) and Special Flood Hazard Areas (SFHAs) will be updated, and these revisions will likely result in some significant changes. In addition, it is to be expected that with the use of new more accurate flood modeling technology, BFEs will be repositioned, SFHAs will likely expand in territory, and many people who currently live outside of SFHAs, may suddenly find themselves living in flood prone areas and at considerable risk to future flood events. As a result, communities may face a considerable increase in the number of buildings located in SFHAs as well as the number of residents living in SFHAs. It is important to note, however, that updating a FEMA flood map does not occur over the course of a few weeks or even months; it takes many years of studies, research, data collection, meetings, and approvals to update a single community Flood Insurance Rate Map (FIRM).

4. Analysis

4.1 Amending Height Restrictions to Allow for Higher Buildings

Many cities, towns, and counties have chosen to implement higher standards and stricter ordinances as a reflection of the outdated map information and frightening predictions on climate change. Their hope is to be better prepared for the looming increases in Base Flood Elevations (BFEs) and the impending expansion of Special Flood Hazard Areas (SFHAs). As part of their efforts to make their communities, towns, cities, and counties more resilient towards future flood events, some communities now require that first floors are at or above the Design Flood Elevation (DFE) instead of the Base Flood Elevation (BFE). The DFE is an additional measure of protection from flood damage and is calculated by taking the BFE and then adding one or more extra feet to the required height, which is called freeboard. In order to facilitate these flood-resistant building design methods, some of these communities have chosen to rewrite and revise their old and antiquated building height restrictions in order to permit considerably higher buildings, which will encourage the construction of new buildings to have first floors well above the current BFE.

4.2 Exceptions for Compliance Becomes Part of the Ordinance

Communities that participate in the National Flood Insurance Program (NFIP) are expected to make decisions and create amendments to zoning regulations and building permits that minimize damage from flooding. However, in recent years, many communities, towns, cities, and counties have found themselves in conundrums. As they try to enforce FEMA flood guidelines as part of the NFIP requirements, building officials have been confronted with a unique and unexpected challenge; existing building height restrictions – many of which are old and antiquated.

For example, in the town of Dewey Delaware, as residents began to elevate their private homes upward to meet flood guidelines, the top of the roofs would frequently surpass the city's 35-foot building height limit. With no alternative, these property owners, investors, contractors, and developers, would often be forced to redesign and rebuild roofs to reduce the slope and lower the building's overall height in order to comply with the 35-foot limit. Rebuilding the roof in order to create a lower profile is typically not cost effective and can also increase the cost of the project so that it classifies as a substantial improvement. A substantial improvement is any type of building modification such as remodeling, additions, or repairs where the price of the modification amounts to $\frac{1}{2}$ or more of the price of the building prior to the modification. The Federal Emergency Management Agency (FEMA) defines substantial improvement as "Any reconstruction, rehabilitation, addition or improvement of a building, the cost of which equals or exceeds 50 percent of the building's pre-improvement market value." (FEMA P-499). When the rules of substantial improvement come into play, there are a boatload of additional National Flood Insurance Program (NFIP) requirements that must be met. So, in order to prevent excessive hardship for property owners, the town passed a new ordinance that provided an exception to the 35-foot height limit, when a property owner is raising their home to comply with Federal Emergency Management Agency (FEMA) flood requirements.

The city of Key West Florida also voted to amend existing regulations in order to allow exceptions on a case-by-case basis. A review board now permits new and existing buildings to be elevated in order to meet FEMA and NFIP requirements. However, despite their good intentions, making exceptions is generally not a good idea because it can create an additional workload for building officials, set a precedent where exceptions become the norm, allow loopholes permitting high rise construction in residential areas and force unintentional design results that may compromise key neighborhood aesthetics. Exceptions can also lead to inconsistent decision-making habits. For this reason, communities that elect to make case-by-case exceptions may face an increasing number of legal disputes when property owners, investors, contractors, and developers, challenge their decisions. This costs communities both time and money.

4.3 Public Concerns: Increased Building Heights and Awkward Variations

There is no doubt that the practices of elevating existing buildings and requiring new buildings to have their first floors at higher levels, will result in higher roof lines. This in turn, can create an abundance of worries and concerns from residents and other property owners who desire to maintain lower building heights which helps to:

- protect water views for other property owners,
- avoid the gradual infiltration of high-rise construction
- prevent increases in damage from hurricanes due to stronger wind loads on higher upper floors
- maintain local fire department fire-fighting capabilities if current equipment is not able to reach upper levels

In addition to the worries and concerns mentioned above, businesses that depend on tourism may voice objections to increasingly high roof lines, as these higher buildings may obstruct sunshine and ocean breezes, which can reduce the appeal of coastal highways that lure people to sea-side vacation destinations.

Measures to move the first-floor heights of new and existing buildings upward, not only results in higher roof lines, they can also result in inconsistent roof lines. This unwanted, undesirable effect of varied roof lines can create an awkward

appearance, which can be especially troubling in historic districts. Some residents and property owners will oppose changes that lead to variations in building heights citing the benefits of preserving a certain uniform look.

4.4 Countering Variations in Historic Districts

One popular way to overcome concerns about the awkward appearance of varied building heights is to establish neighborhood preservation committees. These groups can pinpoint key elements and unique architectural features that people identify with the neighborhood and ensure that they continue, which may prove to be especially helpful in historic districts. As a result, some of the key elements and unique architectural features that communities, districts, towns, and cities have set requirements for are:

- Roof shape, material, and color
- Building shape, material, and color
- Porches, canopies, and screening
- Dimensions, locations, and styles of front doors, windows, and shutters
- Stair design, location, and railings
- Locations of driveways, and driveway material
- Fencing location, design, material, and color
- Location and type of landscaping such as certain types of trees, shrubs

4.5 The Need to Define How to Measure Building Height

Often times, city building officials are faced with the burden of determining whether a building meets the zoning requirements. Making these types of determinations is not always easy – especially when there is not a clearly defined way to measure the height of a building. Although most zoning ordinances address building height, few specify how building height should be measured or even define what building height really means. In fact, there is wide inconsistency in the starting point of how to measure a building's height. Most communities, cities, and counties, define the starting point of a building's height from grade (ground) level, or from a nearby curb, sidewalk, or crown in the road. Other communities, cities, and counties do not currently define the starting point at all. Many times, conflicts will arise when there are ambiguities with how to measure building height. Often, a legal dispute will result from the confusion and communities may have to pay thousands of dollars in legal fees when property owners, investors, contractors, and developers see legal action to enforce their rights under the law. Yet, these legal battles could be avoided if there were clear standards in place on how building height should be measured.

5. Conclusion

“Protecting buildings that are constructed in Special Flood Hazard Areas (SFHAs) from danger caused by flood forces is an important objective of the National Flood Insurance Program (NFIP)” (FEMA Free of Obstruction). For this reason, one of the key requirements of the NFIP is that the lowest floor of buildings (in SFHAs) – and specifically, any load-supporting building component that makes up part of the assembly of the lowest enclosed floor – must be located above the Base Flood Elevation (BFE). Communities that participate in the NFIP are expected to enforce Federal Emergency Management Agency (FEMA) flood guidelines and NFIP requirements. However, elevating an existing building comes with an assortment of challenges for everyone involved. In fact, simply raising the height of an existing building is quite expensive. “A significant portion of the costs of building elevation is associated with disconnecting the building's systems...raising the building off its current support system, increasing the height of the support system...lowering and anchoring the building to the extended support system and reconnecting building systems. Therefore, most of the cost associated with the additional height is attributed to erecting the increased height of the support system” (Hawkins). To make matters worse, things become considerably more difficult when there are building height restrictions in place, but yet, there is no definition of what building height means or how building height should be measured. Often, a legal dispute will result from the confusion. So, in order to avoid these troublesome ambiguities, assist communities in meeting NFIP requirements, and help property owners protect their buildings from flood damage, it is imperative that there is standardization in how building height is measured. If not, a vast majority of communities, towns, cities, and counties – especially those in coastal areas, will continue to struggle with existing building height limitations while trying to comply with ever changing FEMA flood guidelines.

A standard that requires all buildings in Special Flood Hazard Areas (SFHAs) to be measured the same way; using the Base Flood Elevation (BFE) as the starting point, will provide:

- Greater flexibility to conform to FEMA map updates
- Better resiliency to climate change

- Enhanced resistance to flood damage
- Clearer guidelines for property owners, investors, contractors, and developers, trying to comply with zoning regulations/requirements
- Decreased workload for building officials
- Reduced need for amendments to zoning height restrictions
- Improved consistency in how zoning height regulations are interpreted
- Increase the number of buildings that have first floors situated above the BFE

In summary, a national standard that defines building height measurements would be beneficial to everyone, simply by encouraging everyone to be better prepared for future flood events, minimizing property damage, and helping communities, towns, cities, and counties have greater resiliency to flood disasters.

6. Bibliography

Amendola v. Zoning Bd. of Appeals of W. Haven, 161 Conn. App. 726, 129 A.3d 743, 2015 Conn. App. LEXIS 471 (Appellate Court of Connecticut December 15, 2015, Officially Released). <https://advance-lexis-com.lynx.lib.usm.edu/api/document?collection=cases&id=urn:contentItem:5HJG-6K61-F04C-5012-00000-00&context=1516831>. Accessed 15 November 2021.

Bloom v. Zoning Bd. of Appeals, 233 Conn. 198, 658 A.2d 559, 1995 Conn. LEXIS 129 (Supreme Court of Connecticut May 16, 1995, decision released). advance-lexis-com.lynx.lib.usm.edu/api/document?collection=cases&id=urn:contentItem:3RX3-YXF0-003D-81VK-00000-00&context=1516831. Accessed 10 November 2021.

Cape Gazette staff. "Dewey adopts new definitions, building height ordinance; Changes address flood-prone areas of town, clarify zoning code". *Cape Gazette (Lewes, Delaware)*, January 15, 2016. advance-lexis-com.lynx.lib.usm.edu/api/document?collection=news&id=urn:contentItem:5J8N-D961-F18V-629P-00000-00&context=1516831. Accessed 10 November 2021.

Chapman v. Town of Redington Beach, 282 So. 3d 979, 2019 Fla. App. LEXIS 16249, 44 Fla. L. Weekly D 2615, 2019 WL 5483400 (Court of Appeal of Florida, Second District, October 25, 2019, Opinion Filed). advance-lexis-com.lynx.lib.usm.edu/api/document?collection=cases&id=urn:contentItem:5XBT-FV91-JBDT-B3TN-00000-00&context=1516831. Accessed 10 November 2021.

City of Key West Florida. "Building Height Exception Guidelines." *Building Department*, 17 September 2015. cityofkeywest-fl.gov/DocumentCenter/View/109/Building-Height-Exception-Guidelines-PDF . Accessed 2 November 2021.

Federal Emergency Management Agency (FEMA). "FEMA P-55, Volume I Coastal Construction Manual: Principles and Practices of Planning, Siting, Designing, Constructing, and Maintaining Residential Buildings in Coastal Areas (Fourth Edition).", August 2011. www.fema.gov/sites/default/files/2020-08/fema55_voli_combined.pdf . Accessed 10 November 2021.

---. "FEMA P-259, Engineering Principles and Practices: for Retrofitting Flood-Prone Residential Structures (Third Edition)", January 2012. www.fema.gov/sites/default/files/2020-08/fema259_complete_rev.pdf . FEMA. Accessed 10 November 2021.

---. "FEMA P-348, Edition 2: Protecting Building Utility Systems From Flood Damage: Principles and Practices for the Design and Construction of Flood Resistant Building Utility Systems.", February 2017. www.fema.gov/sites/default/files/2020-07/fema_p-348_protecting_building_utility_systems_from_flood_damage_2017.pdf . Accessed 10 November 2021.

---. "FEMA P-499, Home Builder's Guide to Coastal Construction: Technical Fact Sheet Series.", December 2010. www.fema.gov/sites/default/files/2020-08/fema499_2010_edition.pdf . Accessed 10 November 2021.

---. "Foundation Requirements and Recommendations for Elevated Homes: Hurricane Sandy Recovery Fact Sheet No. 2.", May 2013. www.fema.gov/sites/default/files/documents/fema_hurricane-sandy-recovery-fact-sheet.pdf . Accessed 9 November 2021.

---. *History of FEMA*, 4 January 2021. <https://www.fema.gov/about/history>. Accessed 28 November 2021.

---. *About Us: Mission and History*. 13 July 2021. <https://www.fema.gov/about>. Accessed 28 November 2021.

---. "Mitigation Assessment Team Report Hurricane Katrina In The Gulf Coast. E. FEMA Hurricane Katrina Recovery Advisories.", July 2006. www.fema.gov/sites/default/files/2020-08/fema549_apndx_e_combined.pdf . Accessed 2 November 2021.

---. "Mitigation Assessment Team Report Hurricane Sandy in New Jersey and New York MAT Report, Recovery Advisories & Fact Sheets.", April 2013. www.fema.gov/emergency-managers/risk-management/building-

science/mitigation-assessment-team. Accessed 2 November 2021.

---. "National Flood Insurance Program: Program Description." *Federal Insurance and Mitigation Administration*, 1 August 2002.
<https://view.officeapps.live.com/op/view.aspx?src=https%3A%2Fwww.fema.gov%2Fdoc%2Fplan%2Fprevent%2Ffloodplain%2Fnfipdescip.doc&wdOrigin=BROWSELINK> . Accessed 28 November 2021.

---. "NFIP Technical Bulletin 5, Free-of-Obstruction Requirements: For Buildings Located in Coastal High Hazard Areas in Accordance with the National Flood Insurance Program.", March 2020.
www.fema.gov/sites/default/files/2020-07/fema_tb5_free_obstruction_requirements.pdf . Accessed 3 November 2021.

---. "Technical Bulletin 10-01: Ensuring That Structures Built on Fill In or Near Special Flood Hazard Areas Are Reasonably Safe from Flooding: in accordance with the National Flood Insurance Program.", May 2001.
www.fema.gov/sites/default/files/2020-07/fema_tb10_ensuring_structures.pdf . Accessed 2 November 2021.

"Flood Resistant Construction and the 6th Edition of the Florida Building Code (2017)." *Building A Safer Florida, Inc.* June 2017. www.buildingasaferflorida.org/assets/BASF%202017%20flood_061217%20fact%20sheet3.pdf . Accessed 2 November 2021.

Hawkins, Dominique. "Elevation Design Guidelines for Historic Properties." *Preservation Design Partnership, LLC. New Jersey Historic Preservation Office Department of Environmental Protection*, December 2019.
www.nj.gov/dep/hpo/images/_MULT_DG_32_v2_ID14078r.pdf . Accessed 2 November 2021.

Horn, Diane P. and Baird Webel. "Introduction to the National Flood Insurance Program (NFIP) (R44593 – Version: 44)." *Congressional Research Service (CRS)*, 19 November 2021. crsreports.congress.gov/product/pdf/R/R44593/44. Accessed 28 November 2021.

Lane, Terry. "Wrightsville Beach planning board approves height change for Johnnie Mercer's Pier lot." *Lumina News: Your Coastal Community Newspaper Since May 2002*.
luminanews.com/2016/09/wrightsville-beach-planning-board-approves-height-change-johnnie-mercers-pier-lot/ . Accessed 10 November 2021.

Messer, A'ndrea. "Uncertainties key to balancing flood risk and cost in elevating houses." *Penn State University*, 26 October 2020. www.psu.edu/news/research/story/uncertainties-key-balancing-flood-risk-and-cost-elevating-houses/ . Accessed 3 November 2021.

New York City. "Coastal Climate Resilience: Designing for Flood Risk." *Department of City Planning City of New York*, June 2013. www1.nyc.gov/assets/planning/download/pdf/plans-studies/sustainable-communities/climate-resilience/designing_flood_risk.pdf . Accessed 2 November 2021.

Town of Longboat Key. "Discussion on Structure Heights in Single Family Residential Areas." *Memorandum: Planning and Zoning Board*, 17 December 2019.
www.longboatkey.org/home/showpublisheddocument/272/637168576305370000 . Accessed 2 November 2021.

Town of New Shoreham. *Draft Zoning Amendments: Building Height in SFHA*. 15 October 2019. www.new-shoreham.com/docs/SFHA_BuildingHeight_Presentation.pdf . Accessed 18 October 2021.

Travis, Jordan. "Judge blocks Traverse City development." *Traverse City Record Eagle*. Traverse City, MI, 11 November 2021. www.record-eagle.com/news/local_news/judge-blocks-traverse-city-development/article_bcc83650-4287-11ec-a455-07b727d32f94.html . Accessed 15 November 2021.

---. "Hearing in latest building height challenge coming". *The Record-Eagle (Traverse City, Michigan)*, October 6, 2021 Wednesday. advance-lexis-com.lynx.lib.usm.edu/api/document?collection=news&id=urn:contentItem:63SN-CWW1-DY8S-B2S0-00000-00&context=1516831. Accessed 10 November 2021.

UCONN School of Law. "Height Restrictions on Elevated Residential Buildings in Connecticut Coastal Floodplains." *Center for Energy & Environmental Law Municipal Resilience Planning Assistance Project*. *Law & Policy White Paper Series*, 1 May 2018. circa.uconn.edu/wp-content/uploads/sites/1618/2018/03/Height-Restrictions-on-Elevated-Buildings.pdf . Accessed 2 November 2021.

LETTER OF SUPPORT

Date: 1/9/2026

To:

City of Indian Rocks Beach
Board of Adjustment and Appeals

Re: Support for Height Variance – 452 Harbor Drive South

Dear Board Members,

I am writing to express my support for the requested height variance for the home located at 452 Harbor Drive South.

The request is for a small increase in height (from 35 feet to 39 feet) so the home can be elevated above the required minimum flood levels.

The proposed home will be compatible with the scale and character of the neighborhood and should not negatively impact surrounding properties.

For these reasons, I respectfully support approval of this variance.

Sincerely,

Name: Christen and James Eric Sullivan

Address: 445 Harbor Dr. S., Indian Rocks Beach, FL 33785

Signature: 

Date: 1/9/2026

LETTER OF SUPPORT

Date: 1/14/2026

To:

City of Indian Rocks Beach
Board of Adjustment and Appeals

Re: Support for Height Variance – 452 Harbor Drive South

Dear Board Members,

I am writing to express my support for the requested height variance for the home located at 452 Harbor Drive South.

The request is for a small increase in height (from 35 feet to 39 feet) so the home can be elevated above the required minimum flood levels.

The proposed home will be compatible with the scale and character of the neighborhood and should not negatively impact surrounding properties.

For these reasons, I respectfully support approval of this variance.

Sincerely,

Name: Barry & Brenda Lanier

Address: 449 Harbor Dr. S

Signature: Brenda Lanier

Date: 1/14/2026

LETTER OF SUPPORT

Date: 1.12.2026

To:

City of Indian Rocks Beach
Board of Adjustment and Appeals

Re: Support for Height Variance – 452 Harbor Drive South

Dear Board Members,

I am writing to express my support for the requested height variance for the home located at 452 Harbor Drive South.

The request is for a small increase in height (from 35 feet to 39 feet) so the home can be elevated above the required minimum flood levels.

The proposed home will be compatible with the scale and character of the neighborhood and should not negatively impact surrounding properties.

For these reasons, I respectfully support approval of this variance.

Sincerely,

Name: Lester Rusinowski

Address: 450 Harbor Dr. S.

Signature: Lester

Date: 1.12.2026

LETTER OF SUPPORT

Date: 1-10-20

To:

City of Indian Rocks Beach
Board of Adjustment and Appeals

Re: Support for Height Variance – 452 Harbor Drive South

Dear Board Members,

I am writing to express my support for the requested height variance for the home located at 452 Harbor Drive South.

The request is for a small increase in height (from 35 feet to 39 feet) so the home can be elevated above the required minimum flood levels.

The proposed home will be compatible with the scale and character of the neighborhood and should not negatively impact surrounding properties.

For these reasons, I respectfully support approval of this variance.

Sincerely,

Name: Rick + Gail Burdick

Address: 458 Harbor Dr S. IRB

Signature: Rick Burdick / Gail Burdick

Date: 1-10-20

LETTER OF SUPPORT

Date: 1/10/2014

To:

City of Indian Rocks Beach
Board of Adjustment and Appeals

Re: Support for Height Variance – 452 Harbor Drive South

Dear Board Members,

I am writing to express my support for the requested height variance for the home located at 452 Harbor Drive South.

The request is for a small increase in height (from 35 feet to 39 feet) so the home can be elevated above the required minimum flood levels.

The proposed home will be compatible with the scale and character of the neighborhood and should not negatively impact surrounding properties.

For these reasons, I respectfully support approval of this variance.

Sincerely,

Name: James & Terry Rowland

Address: 453 Harbor Dr. S. IRB FL 33785

Signature: Jan C. Rowland

Date: 1/10/2014

LETTER OF SUPPORT

Date: 1/9/2026

To:

City of Indian Rocks Beach
Board of Adjustment and Appeals

Re: Support for Height Variance – 452 Harbor Drive South

Dear Board Members,

I am writing to express my support for the requested height variance for the home located at 452 Harbor Drive South.

The request is for a small increase in height (from 35 feet to 39 feet) so the home can be elevated above the required minimum flood levels.

The proposed home will be compatible with the scale and character of the neighborhood and should not negatively impact surrounding properties.

For these reasons, I respectfully support approval of this variance.

Sincerely,

Name: Daniel W. Muccio

Address: 447 Harbor Dr. S.

Signature: 

Date: 1/9/2026

LETTER OF SUPPORT

Date: 1-9-2026

To:

City of Indian Rocks Beach
Board of Adjustment and Appeals

Re: Support for Height Variance – 452 Harbor Drive South

Dear Board Members,

I am writing to express my support for the requested height variance for the home located at 452 Harbor Drive South.

The request is for a small increase in height (from 35 feet to 39 feet) so the home can be elevated above the required minimum flood levels.

The proposed home will be compatible with the scale and character of the neighborhood and should not negatively impact surrounding properties.

For these reasons, I respectfully support approval of this variance.

Sincerely,

Name: STASIA WILK
Stasia Wilk

Address: 451 Harbor Dr. S.

Signature: Stasia Wilk

Date: 1-9-2026

To: City of Indian Rocks Beach
Board of Adjustment and Appeals

Re: Support for Height Variance
452 Harbor Drive South

Dear Board Members,

I am writing to express my support for the requested height variance for the home located at 452 Harbor Drive South.

The request is for a small increase in height (from 35 feet to 39 feet) so the home can be elevated above the required minimum flood levels.

The proposed home will be compatible with the scale and character of the neighborhood and should not negatively impact surrounding properties.

I understand the variance allows flood-compliant construction consistent with modern FEMA and Florida Building Code standards and maintains neighborhood character and compatibility.

For these reasons, I respectfully support approval of this variance.

Sincerely,

Name:

Theresa Wilson

Address:

444 Harbor Dr.S., IRB, FL 33295

Signature:

Theresa Wilson

Date:

1-6-26

LETTER OF SUPPORT

Date: _____

To:

City of Indian Rocks Beach
Board of Adjustment and Appeals

Re: Support for Height Variance – 452 Harbor Drive South

Dear Board Members,

I am writing to express my support for the requested height variance for the home located at 452 Harbor Drive South.

The request is for a small increase in height (from 35 feet to 39 feet) so the home can be elevated above the required minimum flood levels.

The proposed home will be compatible with the scale and character of the neighborhood and should not negatively impact surrounding properties.

For these reasons, I respectfully support approval of this variance.

Sincerely,

Name: Nicole Wilson Hall, DO

Address: 454 Harbor Dr N Indian Rocks Beach, FL

Signature: Nicole L. Hall, DO Triz h.s.

Date: 1/7/25

LETTER OF SUPPORT

Date:

1/8/24

To:

City of Indian Rocks Beach
Board of Adjustment and Appeals

Re: Support for Height Variance – 452 Harbor Drive South

Dear Board Members,

I am writing to express my support for the requested height variance for the home located at 452 Harbor Drive South.

The request is for a small increase in height (from 35 feet to 39 feet) so the home can be elevated above the required minimum flood levels.

The proposed home will be compatible with the scale and character of the neighborhood and should not negatively impact surrounding properties.

For these reasons, I respectfully support approval of this variance.

Sincerely,

Name: Clayton Weller

Address: 452 Harbor Dr S

IRB, FL 33785

Signature: Clayton Weller

Date: 1/8/24

LETTER OF SUPPORT

Date: 1-8-2024

To:

City of Indian Rocks Beach
Board of Adjustment and Appeals

Re: Support for Height Variance – 452 Harbor Drive South

Dear Board Members,

I am writing to express my support for the requested height variance for the home located at 452 Harbor Drive South.

The request is for a small increase in height (from 35 feet to 39 feet) so the home can be elevated above the required minimum flood levels.

The proposed home will be compatible with the scale and character of the neighborhood and should not negatively impact surrounding properties.

For these reasons, I respectfully support approval of this variance.

Sincerely,

Name: Beth Smith

Address: 443 Harbor Dr. S

Signature: Beth Smith

Date: 1-8-2024

AGENDA ITEM 7 B
PUBLIC HEARING / LEGISLATIVE MATTERS
ORDINANCE NO. 2026-01
SECOND READING.

AN ORDINANCE OF THE CITY OF INDIAN ROCKS BEACH, FLORIDA, AMENDING CHAPTER 62 OF THE CODE OF ORDINANCES, AMENDING SECTION 62-31. – PARKING VIOLATION FINES; CREATING SECTION 62-39. – PAID METERED PARKING ON BEACH ACCESSES; ESTABLISHING A SCHEDULE OF HOURS FOR PAID METER PARKING; ESTABLISHING A PROCESS FOR SETTING THE HOURLY RATES FOR PAID METERED PARKING; PROVIDING EXEMPTIONS; PROVIDING FOR APPLICABILITY, REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

**INDIAN ROCKS BEACH CITY COMMISSION
AGENDA MEMORANDUM**

MEETING OF: February 10 , 2026 **AGENDA ITEM:** 7 B

ORIGINATED BY: Ryan Henderson, City Manager

AUTHORIZED BY: Ryan Henderson, City Manager *RMH*

SUBJECT: ORDINANCE NO. 2026-01. Paid Metered Parking. (Second Reading).

STAFF

RECOMMENDATION: Staff recommends Approval of Ordinance No. 2026-01.

BACKGROUND:

At the October City Commission meeting, the Commission and staff discussed the implementation of a paid parking program in the City of Indian Rocks Beach. This discussion continued at the December City Commission meeting, following years of deliberation regarding the introduction of a paid parking system in one of the last remaining beach communities in Pinellas County without such a program. The intent of the program is to manage beach parking while providing a dedicated revenue source for community reinvestment.

During the December meeting, the City Commission provided several policy directives to guide the development of the program. These directives included:

- Establishing a fee at metered locations;
- Exempting Indian Rocks Beach residents from paying at metered locations upon display of a properly issued parking decal;
- Setting metered parking hours from 6:00 a.m. to 10:00 p.m.
- Implementing metered parking at beach access points, with the possibility of additional locations in the future;
- Increasing the minimum fine for parking violations from \$75.00 to \$100.00.

ANALYSIS:

Staff is recommending adoption of an ordinance to:

1. Amend Parking Violation Fines (Sec. 62-31):
 - Increase the minimum fine for parking violations from \$75.00 to \$100.00.
2. Create Section 62-39 – Paid Metered Parking on Beach Accesses:
 - Establish all public parking spaces at beach accesses as metered.
 - Allow the City Commission to set hourly rates by resolution.

- Charge for metered parking daily from **8:00 a.m. to 10:00 p.m.**
- Assign administration of the paid parking program to the City Manager or designee, including payment methods and third-party management assistance.
- Provide exemptions for:
 - Resident-only parking spaces at beach accesses;
 - Vehicles displaying a “parking by permit only” decal under Sec. 62-35.

3. Other Ordinance Provisions:

- Applicability: Applies within City limits.
- Repealer: Conflicting ordinances or provisions are repealed to the extent of the conflict.
- Severability: Invalid provisions will not affect the remainder of the ordinance.
- Codification: The ordinance will be incorporated into the City’s Code of Ordinances.
- Effective Date: Ordinance will take effect immediately upon adoption per Florida Statutes § 166.041(4).

RECOMMENDATION:

Staff recommends adoption of the ordinance as presented to establish a paid metered parking program, increase parking fines, and ensure the City can manage and maintain beach access parking effectively.

MOTION:

I move to **approve/deny** Ordinance No. 2026-01; an ordinance of the City of Indian Rocks Beach, Florida, amending chapter 62 of the Code of Ordinances, amending section 62-31. – parking violation fines; creating section 62-39. – paid metered parking on beach accesses; establishing a schedule of hours for paid meter parking; establishing a process for setting the hourly rates for paid metered parking; providing exemptions; providing for applicability, repealer, severability, codification, and an effective date, **on second reading**.

ORDINANCE NO. 2026-01

AN ORDINANCE OF THE CITY OF INDIAN ROCKS BEACH, FLORIDA, AMENDING CHAPTER 62 OF THE CODE OF ORDINANCES, AMENDING SECTION 62-31. – PARKING VIOLATION FINES; CREATING SECTION 62-39. – PAID METERED PARKING ON BEACH ACCESSES; ESTABLISHING A SCHEDULE OF HOURS FOR PAID METERED PARKING; ESTABLISHING A PROCESS FOR SETTING THE HOURLY RATES FOR PAID METERED PARKING; PROVIDING EXEMPTIONS; PROVIDING FOR APPLICABILITY, REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII of the Florida Constitution, and Chapter 166, Florida Statutes, the City of Indian Rocks Beach has the authority to enact legislation relating to parking regulations for public parking spaces, including the implementation of paid metered parking requirements; and

WHEREAS, the City of Indian Rocks Beach is responsible for maintaining the public parking spaces located at each of the beach access points within the City;

WHEREAS, the City Commission of the City of Indian Rocks Beach intends to raise revenue through a paid metered parking program to assist offset the expense of perpetual maintenance of the public parking spaces located the beach access points; and

WHEREAS, the City Commission finds that it is in the best interest of the residents of the City of Indian Rocks Beach to implement a metered paid parking program for public parking spaces at the beach access points within the City of Indian Rocks Beach; and

WHEREAS, the City Commission of the City of Indian Rocks, Florida, hereby finds this Ordinance to be in the best interest of public health, safety and welfare, and that it advances a valid and important public purpose.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Indian Rocks Beach, Florida, as follows:

SECTION 1. RECITALS.

The Whereas clauses above are true and accurate and are incorporated by reference and made a part of this Ordinance.

SECTION 2. AMENDMENT TO SECTION 62-31. – PARKING VIOLATION FINES.

Section 62-31. – “Parking violation fines.” of the Code of Ordinances of the City of Indian Rocks Beach is hereby amended to read as follows:

Sec. 62-31. Parking violation fines.

Any person who violates any parking laws, ordinances, or regulations within the city shall be subject to a fine for each such violation of not less than ~~\$75.00~~ ~~\$100.00~~. Any unpaid parking fines shall be subject to any and all penalties, whether civil or criminal, provided for in Florida's Statutes.

SECTION 3. CREATION OF SECTION 62-39. – PAID METERED PARKING ON BEACH ACCESSES.

The following Section 62-39. – “Paid Metered Parking on Beach Accesses.” is hereby adopted in its entirety for inclusion in the City of Indian Rocks Beach, Code of Ordinances:

Sec. 62-39. Paid metered parking on beach accesses.

- (a) Metered Parking Spaces. All parking spaces open to the general public on the city's beach accesses shall be metered and subject to hourly rates as set forth herein.
- (b) Hourly Rates. The hourly rate charged for metered parking spaces shall be established and modified from time to time by Resolution of the City Commission.
- (c) Hours of Metered Parking. Hourly rates shall be charged between 8:00 a.m. through 10:00 p.m. every day.
- (d) Administration of Paid Metered Parking. The administration of the paid metered parking program established herein, including the methods of payment and third-party assistance, shall be at the discretion of the City Manager or his/her designee.
- (e) Exemptions.
 - (1) Resident-Only parking spaces located at the city's beach accesses shall be exempt from this section.
 - (2) A vehicle parked in any parking space in the city's beach accesses that displays a “parking by permit only” decal as established in Sec. 62-35. of this Code shall be exempt from the provisions of this Section and shall not be required to pay hourly rates for said parking.

SECTION 4: APPLICABILITY.

All provisions of this Ordinance shall apply to the City Limits of the City of Indian Rocks Beach, Florida.

SECTION 5. REPEALER.

Any ordinance or part of any ordinance in conflict herewith is hereby repealed to the extent of any conflict.

SECTION 5. SEVERABILITY.

If any provision or portion of this ordinance, or the application thereof, is declared invalid by any court of competent jurisdiction or found not in compliance by the State Land Planning Agency, such provision shall be severed. The severance shall not affect the validity of the remaining provisions of this ordinance, the City of Indian Rocks Beach Comprehensive Plan, or the City of Indian Rocks Beach Land Development Code.

SECTION 6. CODIFICATION.

The provisions of this Ordinance shall be codified as and become part of the Code of Ordinances, City of Indian Rocks Beach, Florida. For purposes of codification of any existing section of the Indian Rocks Beach Code herein amended, words underlined represent additions to original text, words stricken are deletions from the original text, and words neither underlined nor stricken remain unchanged

SECTION 7. EFFECTIVE DATE.

Pursuant to Florida Statutes § 166.041(4), this Ordinance shall take effect immediately upon its adoption.

ADOPTED ON FIRST READING at a meeting of the City Commission of the City of Indian Rocks Beach, Florida, held on the 13th day of January, 2026.

ATTEST:

Lorin Kornijtschuk

Denise Houseberg, Mayor/Commissioner

PUBLISHED the 28th day of January , 2026, in the Tampa Bay Times.

ADOPTED ON SECOND AND FINAL READING at a meeting of the City Commission of the City of Indian Rocks Beach, Florida, held on the 10th day of February, 2026.

ATTEST:

Lorin A. Kornijtschuk

Denise Houseberg, Mayor/Commissioner

Approved as to form and legal sufficiency:

Matthew E. Maggard, City Attorney

AGENDA ITEM 7 C
PUBLIC HEARING / LEGISLATIVE MATTERS

ABT CASE NO. 27-2026- Dimitrios Sioutis d/b/a Kera Pizza Tavern has requested a 4 COP-SFS Alcoholic Beverage Use Designation (Beer, Wine, Liquor. By the drink for consumption on premises or in a sealed container meeting the requirements of s. 561.20(2)(a)4, f.s., for consumption off premises) for the establishment Kera Pizza Tavern located at 311 Gulf Boulevard, Indian Rocks, Beach, Florida, and legally described INDIAN ROCKS BEACH BLK 9, LOTS 9, 10, 11 & 20 TOGETHER WITH LOTS 8 & 21 LESS THOSE PARTS LYING WITHIN IBR PLAZA LLC SUB.

PARCEL ID# 12-30-14-42858-009-0100

CITY OF INDIAN ROCKS BEACH
CITY COMMISSION AGENDA MEMORANDUM

FOR MEETING OF: February 10, 2026

Agenda Item: 7C

SUBMITTED BY: Lorin A. Kornijtschuk, City Clerk *ML*

AUTHORIZED BY: Ryan Henderson, City Manager *RH*

SUBJECT: **ABT CASE NO. 27-2026** — Dimitrios Sioutis d/b/a Kera Pizza Tavern has requested a 4 COP-SFS Alcoholic Beverage Use Designation (Beer, Wine, Liquor. By the drink for consumption on premises or in a sealed container meeting the requirements of s. 561.20(2)(a)4, f.s., for consumption off premises) for the establishment Kera Pizza Tavern, located at 311 Gulf Boulevard, Indian Rocks, Beach, Florida, and legally described INDIAN ROCKS BEACH BLK 9, LOTS 9, 10, 11 & 20 TOGETHER WITH LOTS 8 & 21 LESS THOSE PARTS LYING WITHIN IBR PLAZA LLC SUB. PARCEL ID# 12-30-14-42858-009-0100

BACKGROUND:

Alcoholic Beverage Use Designations are governed by Chapter 6, Alcoholic Beverages.

All alcoholic beverage licenses are under the control of the State of Florida, Division of Alcohol, Beverages, and Tobacco. However, municipalities do have the right to enact ordinances regulating the hours of business and location of place of business, and prescribing sanitary regulations thereof, of any license under the State Beverage Law within the county or corporate limits of such municipality. [F.S. 562.45(2)(a)]

On February 2, 2026, Dimitrios Sioutis submitted an Alcoholic Beverage Designation Application for a 4 COP-SFS Alcoholic Beverage Use Designation (Beer, Wine, Liquor. By the drink for consumption on premises or in a sealed container meeting the requirements of s. 561.20(2)(a)4, f.s., for consumption off premises) for Kera Pizza Tavern, located at 311 Gulf Boulevard #1.

The surrounding zoning is B-Business to the north, south and east with CT-Commercial Tourist on the west side of Gulf Boulevard.

Per Code Section 6-32, Alcoholic Beverage Use Designations are approved for a specific property location and a specific application. Any change in ownership of the establishment will require filing a new application and approval by the City Commission.

ANALYSIS:

After a review of the application by the Planning Consultant, it was determined that the Alcoholic Beverage Application for Kera Pizza Tavern is in compliance with Chapter 6, Alcoholic Beverages, Chapter 110, Zoning.

A review of the application by the Pinellas County Sheriff's Office, as per records maintained within the PCSO records management system, revealed no identified offenses. This is not a comprehensive background check and only references the Pinellas County Sheriff's Office records management system.

Section 6-33, Authority of City Commission to designate locations, empowers the City Commission to designate the location and classification and to place reasonable restrictions which are deemed appropriate, such as: Repeated or intermittent nuisance activity and/or unlawful noise levels originating from the establishment or the parking area may result in the revocation of the alcoholic beverage designation.

MOTION:

I move to **APPROVE/DENY** a request for an Alcoholic Beverage Use Designation 4 COP-SFS Alcoholic Beverage Use Designation (Beer, Wine, Liquor. By the drink for consumption on premises or in a sealed container meeting the requirements of s. 561.20(2)(a)4, f.s., for consumption off premises) for Dimitrios Sioutis d/b/a Kera Pizza Tavern. Located at 311 Gulf Boulevard #1. **With the following stipulation: Repeated or intermittent nuisance activity and/or unlawful noise levels originating from the establishment or the parking area may result in the revocation of the alcoholic beverage designation.**

/LAK

AGENDA ITEM 8
OTHER BUSINESS

AGENA ITEM 9
ADJOURNMENT