

SEPTEMBER 8, 2026

**REGULAR
CITY COMMISSION MEETING**

AT 6:00 PM

**LOCATION:
IRB CIVIC AUDITORIUM
1507 BAY PALM BLVD
INDIAN ROCKS BEACH, FL. 33785**



AGENDA

CITY OF INDIAN ROCKS BEACH CITY COMMISSION MEETING

Civic Auditorium/Commission Chambers
1507 Bay Palm Blvd., Indian Rocks Beach, FL. 33785
Tuesday, September 8, 2026, at 6:00 P.M.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

ROLL CALL

- **Mayor Commissioner Lan Vaughan**
 - **Vice Mayor Commissioner Janet Wilson**
 - **Commissioner John Bigelow**
 - **Commissioner Hilary King**
 - **Commissioner Kellee Watt**
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1. PRESENTATIONS:

1.1 REPORT OF Pinellas County Sheriff's Office

1.2 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:

Items of community interest include; expression of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen (but not including a change in status of a person's public office or public employment); a reminder about an upcoming event organized or sponsored by the governing body; information regarding a social, ceremonial, or

community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the Agenda.

3.1 City Manager

3.2 City Attorney

3.3 City Commission

4. WORK SESSION ITEMS:

4.1 Reduction of Speed Limit on Secondary Roads
[City Manager, Ryan Henderson]

5. CONSENT AGENDA:

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.

5.1 APPROVAL OF August 19, 2026, Regular City Commission Meeting Minutes

5.2 APPROVAL OF August 27, 2026, Executive Client Session Meeting Minutes
[City Clerk, Lorin Kornijtschuk- Items: 5.1 ~ 5.2]

5.3 AUTHORIZING the City Manager to award Request for Proposal Number P.W.D. – 2026-01 and enter into a contract with JAN-PRO of Tampa Bay for the City of Indian Rocks Beach Janitorial Services.
[City Manager, Ryan Henderson]

5.4 RECEIVE AND FILE the Pinellas County 2025 National Flood Insurance Program's (NFIP) Community Rating System (CRS) Annual Report.
[City Manager, Ryan Henderson]

5.5 APPROVAL OF Public Risk Management of Florida (PRM) Renewal Agreement for property, casualty, worker's compensation, and flood insurance coverages for FY 2026-2027. *[Administrative Director, Robin Gomez]*

6. PUBLIC HEARINGS:

6.1 ABT 28-2026-QUASI-JUDICIAL PROCEEDING

2300 GULF BOULEVARD #7-AVENUE 23 KITCHEN, INC.

Considering a 2 COP Alcoholic Beverage Use Designation for the establishment Avenue 23 Kitchen, Inc. located at 2300 Gulf Boulevard, Suite 7, Indian Rocks, Beach, Florida, and legally described as Lots 6 and 7 less RD on E, Block 42, Re-Revised Map of Indian Beach. *[City Clerk, Lorin Kornijtschuk]*

7. ACTION ITEMS: *[Items requiring consideration and a vote by the City Commission]*

7.1 APPROVAL OF Ordinance No. 2026-04- SECOND READING:

AN ORDINANCE OF THE CITY OF INDIAN ROCKS BEACH, FLORIDA, AMENDING CHAPTER 74 (WATERWAYS), ARTICLE III (BEACHES), DIVISION 1 (GENERALLY) BY AMENDING SECTION 74-61 PROHIBITED ACTIVITIES) OF THE CODE OF ORDINANCES OF THE CITY OF INDIAN ROCKS BEACH TO ADD SMOKING AND VAPING AS A PROHIBITED BEACH ACTIVITY; CREATING NEW SECTIONS 74-67, 74-68, 74-69, AND 74-70, PROVIDING FOR PURPOSE AND DEFINITIONS AND PROHIBITION OF SMOKING AND VAPING ON PUBLIC BEACHES; PROVIDING FOR EXCEPTIONS; PROVIDING FOR POSTING OF NO SMOKING SIGNS; PROVIDING FOR ENFORCEMENT AND PENALTIES; FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE
[City Attorney, Matthew Maggard]

7.2 APPROVAL OF Resolution No. 2026-16,

A RESOLUTION OF THE CITY OF INDIAN ROCKS BEACH, FLORIDA, REVISING THE FEE SCHEDULE FOR THE REGISTRATION AND INSPECTION OF VACATION RENTALS AND PROVIDING FOR AN DATE. *[Administrative Director, Robin Gomez]*

7.3 APPROVAL of Ordinance No. 2026-05- FIRST READING, Amending the Local Business Tax initial application fee and fee schedule.
[City Attorney, Matthew Maggard]

7.4 APPROVAL of Piggyback Agreement for Professional Services with Kimley Horn for Land Development Regulation Review.
[City Manager, Ryan Henderson]

7.5 APPROVAL of the Homes not Hotels, Inc. Settlement Agreement.
[City Attorney, Matthew Maggard]

8. NEIGHBOR'S FEEDBACK: *[1-minute time limit per speaker.]*

At the end of the meeting, any member of the audience may come forward, give their name and address, and express any comment or concern regarding what was discussed on the current night's city commission meeting or ask a question which will be answered at a later date. 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.

9. FUTURE AGENDA ITEMS.

At this time, the City Commission may identify issues or topics that they wish to schedule for discussion at a future meeting.

9.1 Land Acquisition

10. NOTED ITEMS:

[Copies of agreements, announcements, etc. that City Manager wants to present to City Commission for their information but not items for discussion].

ADJOURNMENT

APPEALS: This is a Public Meeting. Should any interested party seek to appeal any decision made by the Commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceeding 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).

If you are a person with a disability which requires reasonable accommodation in order to participate in this meeting, please contact City Hall at 727.595.2517 or City Clerk Lorin Kornijtschuk at lkornijtschuk@irbcity.com no later than 48 hours prior to the public hearing. A.D.A. and F.S. 286.26.

POSTED: September 4, 2026

Upcoming City Meetings to be held at the City of Indian Rocks Beach City Hall/Civic Auditorium, 1507 Bay Palm Blvd. Indian Rocks Beach, FL. 33785

- Special City Commission Meeting- 1st Budget Hearing: Wednesday, September 9, 2026, at 6:00 p.m.
- Special City Commission Meeting- 2nd Budget Hearing: Wednesday, September 23, 2026, at 6:00 p.m.
- Regular City Commission Meeting: Tuesday, October 13, 2026, at 6:00 p.m.

AGENDA ITEM NO. 1.1

REPORT OF
Pinellas County Sheriff's Office

AGENDA ITEM NO. 1.2

REPORT OF

Pinellas Suncoast Fire & Rescue District

AGENDA ITEM NO. 2

NEIGHBOR'S COMMENTS

AGENDA ITEM NO. 3.1

REPORTS OF

City Manager

AGENDA ITEM NO. 3.2

REPORTS OF

City Attorney

AGENDA ITEM NO. 3.3

REPORTS OF

City Commission

AGENDA ITEM NO. 4.1

WORK SESSION

Reduction of Speed Limit on Secondary Roads

**INDIAN ROCKS BEACH CITY COMMISSION
AGENDA MEMORANDUM**

MEETING OF: September 8 , 2026 **AGENDA ITEM:** 4.1

ORIGINATED BY: Ryan Henderson, City Manager

AUTHORIZED BY: Ryan Henderson, City Manager

SUBJECT: Discussion of Reducing the Speed Limit on Secondary Roads owned by the City of Indian Rocks Beach

BACKGROUND:

The City of Indian Rocks Beach owns and maintains 14.6 miles of asphalt-paved, concrete and pervious pavement roadways.

ANALYSIS:

The City Commission could consider several options as outlined below:

- Conduct an updated Speed Study to identify current conditions
- Conduct a polling of the residents (after receiving the Speed Study Results) to identify if the neighborhoods would be receptive to a reduced speed limit in residential area
- Consider alternative Traffic Calming Devices: Speed humps, Flashing Radar Speed Signs, Targeted Enforcements.

It should be noted that the Federal Highway Administration guideline in the Manual on Uniform Traffic Control Devices (MUTCD) explicitly states that Stop signs should not be used for speed control due to the following:

- **Increase speeding between stops:** Drivers tend to accelerate rapidly between unwarranted stop signs to make up for lost time.
- **Poor compliance:** Motorists often ignore stop signs that lack a clear traffic safety justification The Federal Highway Administration guidelines in the (MUTCD) explicitly state that stop signs should not be used for speed control.
- **Higher collision risks:** Unwarranted stops lead to more rear-end crashes and put crossing pedestrians at greater risk.
- **More noise and pollution:** starting and stopping vehicles increase exhaust emissions, fuel waste, and neighborhood noise.

Should the City Commission deem the reduction of speed, this should be completed on a City-wide basis for all City owned roadways.

AGENDA ITEM NO. 5.1

CONSENT AGENDA

**Approval of
August 19, 2026
Regular City Commission Meeting Minutes**

**MINUTES
CITY OF INDIAN ROCKS BEACH
CITY COMMISSION MEETING
Wednesday, August 19, 2026
6:00 p.m.**

The City of Indian Rocks Beach City Commission held a regular meeting at 6:00 p.m. on August 19, 2026, in the Civic Auditorium/Commission Chambers at City Hall, located at 1507 Bay Palm Blvd., Indian Rocks Beach, Florida.

CALL TO ORDER

Mayor Commissioner Vaughan called the meeting to order at 6:01 p.m., followed by the Pledge of Allegiance and a moment of silence.

ROLL CALL

Commission Members Present:

- Mayor Commissioner Lan Vaughan
- Vice Mayor Commissioner Janet Wilson
- Commissioner John Bigelow
- Commissioner Hilary King (remotely)
- Commissioner Kellee Watt

Commission Members Absent: None

Staff Present: City Manager Ryan Henderson, City Attorney Matthew Maggard, Administrative Director Robin Gomez, City Clerk Lorin Kornijtschuk, and Public Information Officer Mishelle Hargett.

Quorum established.

(To provide continuity for research, items are listed in agenda order although not necessarily discussed in that order.)

1. Presentations

1.1 Report of Pinellas County Sheriff's Office: *included in the Agenda Packet*

1.2 Report of Pinellas Suncoast Fire & Rescue District: *None*

2. Neighbor's Comments

Mayor Commissioner Vaughan opened neighbor comments.

Kelly Cisarik, 448 Harbor Dr. S., stated she wanted to educate everyone on lithium-ion batteries and the risk that they pose.

Bob Coplen, 447 20th Ave., stated he is the chairman of the Florida West Coast Orchid Society and asked the Commission to consider the City of Indian Rocks Beach becoming the poster child for the Community Orchid Beautification Project.

Beth McMullen, 481 Harbor Dr. S. requested the City make enforcement of our turtle lighting ordinance a priority with proactive enforcement and meaningful consequences when people refuse to comply.

John Pfanstiehl, 448 Harbor Dr. S., stated that he has never seen this level of participation of Commissioners and things that are of importance to the residents.

Matthew Barrowclough, 211 11th Ave., stated how are we are going to attract people to Indian Rocks Beach.

Mayor Commissioner Vaughan closed neighbor comments.

3. Reports Of

3.1 City Manager

City Manager Ryan Henderson addressed a resident's comment on sea turtle lighting, describing the City's partnership with Clearwater Marine Aquarium, which conducts monthly beach lighting surveys. He said the City's approach prioritizes education, with enforcement as a next step for non-compliant properties, and that the City plans to deepen its partnership with Clearwater Marine Aquarium going forward, noting the environmental and tourism importance of preventing hatchling disorientation.

3.2 City Attorney

City Attorney Matthew Maggard updated the Commission on pending litigation involving Holmes Not Hotels, Inc. He reported that the City received a favorable summary judgment ruling in the *Sunshine* case, and requested a shade meeting to discuss the decisions that ruling leaves outstanding.

On the second, separate case, Maggard reported that settlement negotiations had progressed and that opposing counsel notified the City on Monday that Holmes Not Hotels intended to accept the City's current settlement offer. Counsel had requested the item be added to the agenda, but

the agenda had already been published. Maggard presented the Commission with two options: add the settlement as an emergency item by motion and majority vote or hold further discussion, informed by some new/changing circumstances, at a shade meeting alongside the Sunshine case matter.

Commissioners expressed a preference to address both matters together at a shade meeting rather than vote that evening.

3.3 City Commission

Commissioner Watt: Reported on her first Florida League of Cities Conference, calling it a valuable networking opportunity with resources she hopes to bring back to benefit the City. She also thanked the City Manager and his team, noting that after hearing a Duke Energy presentation on turtle lighting at a Big-C meeting, the City quickly moved to bring in Clearwater Marine Aquarium for a turtle lighting review.

Commissioner Bigelow: Attended his first Florida League of Cities Conference, focused on municipal leadership and resident communication. Connected with vendors at the trade show and exchanged insights with other beach cities facing similar issues.

Vice Mayor Commissioner Wilson: Gave a local update on the Putt Putt event, then reported on her third Florida League of Cities Conference. Key takeaways: a disaster-preparedness panel on the state's "Prepare to Recover" initiative; a keynote with historian Doris Kearns Goodwin; a session on the property tax amendment; and Suncoast League discussions on 2027 legislative priorities, shifting messaging from "home rule" to "taxpayer rights and freedoms," with final wording voted on in September.

Commissioner King: Suggested a workshop to align conference takeaways with the Commission's five strategic goals, assigning each commissioner a goal area.

Mayor Commissioner Vaughan: Noted the City's recent increased engagement with the League, citing potential savings from an insurance/benefits audit and building evaluation services. Reported a productive conversation with an Airbnb government liaison on collaboration and ordinance communication, noting the City is under close outside scrutiny on this issue. Linked the "taxpayer rights and freedoms" theme to broader concerns about tax shifts and local control. Closed by promoting the upcoming Action 2000 Oktoberfest and encouraging community involvement.

4. Work Session Items

4.1 Presentation: Forward Pinellas Updates (Whit Blanton, Executive Director)

Forward Pinellas Executive Director Whit Blanton updated the Commission on capital grant funding and significant organizational restructuring.

- Up to \$3 million in capital grants available for transportation projects; planning funds available now (one-year window), construction funds tied to FDOT's five-year work program through 2032
- Main focus: proposed changes to Forward Pinellas's enabling legislation, driven by a potential merger of the Pinellas, Pasco, and Hillsborough MPOs into a regional transportation planning body
- Merger stems from a 2023 state-mandated feasibility study; Florida's 27 county-based MPO structure is unusual nationally
- If merger proceeds, Pinellas Planning Council would need a new, separate governing board to preserve local control over land use decisions
- Proposed regional MPO board: 25 seats, weighted by population (10 Hillsborough, 8 Pinellas, 5 Pasco, plus 2 non-voting airport/port seats)
- Merger requires approval from all three county commissions, City of Tampa, and the Governor; targeted for 2028
- Bylaw safeguards would require both a board majority and a majority of each county's delegation for transportation funding decisions
- One subcommittee meeting remains before finalizing draft changes; legislative sponsor identified
- All local governments, including Indian Rocks Beach (~\$2 million/year in PPC millage revenue), will be asked to endorse the changes, mirroring the 2011 process

Neighbor Comment:

John Pfanstiehl, 448 Harbor Dr. S., Expressed concern that the proposed regional structure represents government expansion at the expense of small-town autonomy. Urged the Commission to resist the merger and protect local control.

Kelly Cisarik, 448 Harbor Dr. S., Expressed concern that the proposed board structure would be unfavorable to Pinellas County. Suggested that individual counties work through their own congressional representatives and lobbyists to assert their needs for federal and state funding rather than merging into a regional body.

Commission Discussion:

Mayor Commissioner Vaughan opened questions to the Commission; no commissioners had questions.

Mayor Commissioner Vaughan summarized that municipalities would remain the governing authority and characterized Forward Pinellas as a consulting service providing technical recommendations and alternatives based on city-provided direction. The Mayor suggested that the city could provide its strategic vision to Forward Pinellas, which would then incorporate that vision into any requested study. The presenter confirmed that the city's vision would guide recommendations and that final decisions rest with the city.

4.2 Presentation: Floodplain Management

Kelsey Whidden, Indian Rocks Beach's acting floodplain manager through CivilSurv Design Group, presented an educational update on floodplain management.

- Focus: reducing flood risk, protecting public safety, maintaining NFIP participation, nearly every structure in the City lies within a special flood hazard area
- Outlined the floodplain management cycle: risk identification (FEMA maps), regulation adoption/enforcement, permit review, natural resource protection, disaster prep/recovery, and public education
- Regulatory framework spans FEMA, Florida's building code (among the nation's strictest), the county building official, and the City's own ordinance (which can exceed state/federal minimums)
- "Substantial damage/improvement" rule: costs exceeding 50% of structure value trigger elevation, demolition, floodproofing, or relocation (Pinellas County at 49%, a possible future alignment for IRB); many pre-1971 homes predate the City's flood insurance rate maps
- Urged residents to document damage, secure permits before repairs, notify both flood and homeowner's insurance, avoid unlicensed contractors, and use the new Forerunner online portal for parcel-level flood documentation and assistance
- Flood insurance basics: \$250,000 coverage cap; policies must be transferred during property sales to avoid a 30-day lapse
- City's CRS rating: currently Class 6 (20% discount), with improvement opportunities via public outreach, open space preservation, flood warning systems, and higher regulatory standards

Commission Discussion

Commissioner Watt asked whether a specific list exists of actions the City could take to improve its Class 6 CRS rating. Whidden confirmed such a list exists, noting that most opportunities involve strengthening the Land Development Regulations (LDRs), and offered to conduct a full assessment if desired. City Manager Henderson added that he will soon bring forward a contract to hire a consultant to work with the Planning and Zoning Commission on updating the LDRs. Commissioner Watt also asked for clarification on how open space preservation factors into CRS credits; Whidden explained that credits are based on the proportion of natural land preserved within city limits.

Commissioner King thanked Whidden and noted that the Hurricane Task Force has so far focused on lower-effort, quickly implementable recommendations, with an intention to continue the task force's work toward longer-term prevention and resiliency measures, much of which will likely involve building code changes reviewed by the Planning and Zoning Board.

4.3 Presentation: Fiscal Year 2027 Budget Update

Administrative Director Robin Gomez presented the FY 2027 Budget Update, reporting no significant changes since the previous budget presentation.

- Millage rate held at 1.73 mills for a fourth consecutive year

- Assessed property value up 5.26%, adding roughly \$201,000 in tax revenue
- November property tax amendment, if adopted, would not take effect until FY 2028
- Budget and Finance Review Committee recommended raising the vacation rental registration fee from \$300 to \$600/unit (est. \$300,000 in additional revenue), plus a new \$200 late fee for unrenewed registrations
- New Citizen Serve software for vacation rental registrations expected to launch as early as next month
- New parking fund created (~\$1.5 million), with ~\$750,000 to be transferred to capital improvements for stormwater/flood control infrastructure, including outfall improvements
- 5% cost-of-living salary increases for staff (~\$93,000 total)
- One new code enforcement/parking position added; library position made permanent
- Sheriff's Office contract includes a 6% increase covering all law enforcement services
- General fund projected at just over \$6.1 million in revenue vs. just over \$5.6 million in expenditures
- Some public works expenditures shifted from the general fund to the new parking fund
- Total budget expenditures up approximately 4.5%
- General fund reserves approaching ~\$5 million by end of current year
- Draft reserves policy recommends a \$3.5 million minimum, with ~\$1 million potentially available for capital projects
- FEMA reimbursement update: ~\$3 million spent on post-storm debris removal; \$1.05 million (~50%) reimbursed; ~\$300,000 obligated/in process; ~\$1.4 million still outstanding
- City registered in the Florida Recovery Obligation Calculation (FROC) program for future storm reimbursement eligibility
- Minor percentage errors noted in the revenue-by-source pie chart, to be corrected before the next meeting
- Next budget public hearings: Wednesday, September 9, 2026 (first reading) and Wednesday, September 23, 2026 (second meeting), both at 6:00 PM

Commission Discussion:

Commissioner Watt asked about the Finance Committee recommendation regarding the street sweeper whether to purchase or outsource/rent. Robin Gomez explained that outsourcing is being evaluated; street sweepers cost approximately \$350,000 and outsourcing costs range from approximately \$10,000–\$20,000 per month depending on mileage and frequency, with costs roughly equalizing over time.

Commissioner Watt also asked for an update on Waste Connections. City Manager Ryan Henderson confirmed the contract is ending at year-end, and the city is exploring other providers at a lower rate, with a goal of bringing something back no later than October, continuing recycling services. Commissioner Wilson noted a discussion at the Expo with a waste services representative who did not seem to understand the education component and suggested making that part of the contract. City Manager Henderson agreed it is an opportunity to reset everything including education, information, and enforcement.

Commissioner Wilson questioned the basis for the \$3.5 million reserve recommendation given that the city spent over \$6 million during the last hurricane. Administrative Director Gomez clarified the \$3.5 million figure was his suggestion to the committee, representing approximately 60% of the general fund, and noted it could reasonably be between \$3.5 million and \$4.5 million. City Manager Henderson noted reserves are generally recommended at about 20% of budget but acknowledged the balance between keeping enough for emergencies and reinvesting in the community.

Mayor Commissioner Vaughan expressed interest in seeing what beach communities are doing for reserves and noted 20% would not have covered the hurricane. Administrative Director Gomez noted reserves in comparable cities range from approximately 8% to 33%, rarely exceeding 40%. Discussion ensued regarding potential uses of excess reserves, including capital projects, purchasing property and stormwater improvements.

Administrative Director Gomez noted the city is registered in the FROC program and should be eligible for faster reimbursement in future storm events, though there has been turnover at the Florida Division of Emergency Management. Commissioner Watt asked whether city contracts are preloaded in the FROC system; Administrative Director Gomez confirmed the city is using county contracts and will ensure they are in the system.

5. Consent Agenda

The following items were presented on the Consent Agenda:

- **5.1** Approval of July 14, 2026, City Commission Work Session Meeting Minutes
- **5.2** Approval of July 14, 2026, Regular City Commission Meeting Minutes
- **5.3** Approval of July 16, 2026, Executive Client Session Meeting Minutes (*City Clerk, Lorin Kornijtschuk – Items 5.1–5.3*)
- **5.4** Approval of Interlocal Agreement with Forward Pinellas (*City Manager, Ryan Henderson*)
- **5.5** Approval of Contract Law Enforcement Services with Pinellas County Sheriff's Office (*City Manager, Ryan Henderson*)

Motion: Approve the items on the consent agenda, consisting of items 5.1 through 5.5

Moved by: Commissioner Watt

Seconded by: Vice Mayor Commissioner Wilson

Motion passed (5-0)

Roll Call Vote:

- Commissioner Watt - Yes
- Commissioner Bigelow - Yes

- Commissioner King - Yes
 - Vice Mayor Commissioner Wilson - Yes
 - Mayor Commissioner Vaughan - Yes
-

6. Public Hearings

No public hearings were scheduled for this meeting.

7. Action Items

7.1 Discussion and Direction for the Neighborhood Advisory Board

City Manager Henderson opened the item, noting that with the Budget and Finance Review Committee and Hurricane Task Force having concluded their work, staff is now looking to activate the Neighborhood Advisory Board (created in the spring), with a first meeting targeted for mid-September. He framed the discussion as an opportunity for the Commission to weigh in on possible focus areas before that meeting, suggesting the City's strategic plan, with its emphasis on building community, could serve as an overarching theme, while stressing that staff's role would be to support the Board logistically and then let the Board itself drive ideas and advise the Commission.

Commission Discussion

Vice Mayor Commissioner Wilson said she would like the Board to identify which issues matter most to them and bring forward agenda items reflecting community concerns.

Commissioner Watt suggested topics such as Kolb Park parking, Little League parking, better management of pickleball facilities, and the broader challenge of attracting new residents to the community.

Commissioner Bigelow noted his appointee, Chris Plumlee, brings long-standing community ties and experience managing short-term rentals within neighborhoods, and expressed hope the Board can offer a neutral, two-way perspective between residents and the Commission on that issue.

Commissioner King proposed connecting the Board's work with the City's marketing/PR efforts to help develop a plan for positioning Indian Rocks Beach as a desirable place to live full-time, not just visit, tying into the Commission's broader strategic goals.

Mayor Commissioner Vaughan agreed with Vice Mayor Commissioner Wilson's approach, emphasizing a desire to hear the Board's own priorities rather than dictate them. He also

suggested the first meeting have an informal, social tone, potentially structured around food/conversation rather than a formal meeting.

City Manager Henderson stated the Neighbor Advisory Board's inaugural agenda would likely include a presentation of the City's strategic plan as a starting point for discussion, along with the topics raised by commissioners.

No formal action was taken on this item, as it was intended solely to guide direction ahead of the Board's first meeting.

7.2 Approval of Resolution No. 2026-15 – Hurricane Task Force Action Plan

RESOLUTION NO. 2026-15

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF INDIAN ROCKS BEACH, FLORIDA, RECOGNIZING THE WORK OF THE HURRICANE TASK FORCE, SUPPORTING ITS HURRICANE TASK FORCE ACTION PLAN, AND PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Maggard read the Resolution by title only.

City Manager Ryan Henderson presented the Hurricane Task Force Action Plan, covering the following topics:

- Coordination with rental management companies to disseminate pre-storm information to visitors.
- Hardening city operations through cloud-based systems and resiliency-focused grants.
- Establishing backups and conducting tabletop exercises simulating hurricane preparedness, response, and recovery.
- Preparedness education initiatives, including the first Hurricane Expo where neighbors met with public agencies, nonprofits, restoration specialists, and preparedness partners.
- Establishment of neighbor captains for volunteer roles.
- Storm drain readiness through increased inspection and cleaning.
- Recovery education on FEMA's 50% rule, structure value determinations, and contractor license verification (noting Pinellas County provides yard signs for contractor verification).
- Permitting assistance post-storm.
- Utilization of AIA and SAP certified community professionals, including Scott Holmes from the Hurricane Task Force.
- Recovery hubs for food and shelter.
- Discussion of allowing food trucks during emergencies (noting the current ordinance prohibits them).
- Continued county coordination.
- Announcement of the second annual Hurricane Expo scheduled for June 12, 2027.

Commissioner King, who led the Hurricane Task Force, expressed gratitude to city staff and task force members. Mayor Commissioner Vaughan noted that approximately 118 homes had not permitted after the fact and that letters were sent to those homeowners.

Public Comment:

Mayor Commissioner Vaughan opened the floor for public comment on the Hurricane Task Force and resolution. No public speakers came forward.

Commission Discussion:

Mayor Commissioner Vaughan thanked Commissioner King for her leadership on the task force.

Motion: approve Resolution No. 2026-15, A Resolution for the City Commission of the City of Indian Rocks Beach, FL, Hurricane Task Force Action Plan.

Moved by: Vice Mayor Commissioner Wilson

Seconded by: Commissioner Watt

Motion Passed (5-0)

Roll Call Vote:

- Commissioner Watt - Yes
- Commissioner Bigelow - Yes
- Commissioner King - Yes
- Vice Mayor Commissioner Wilson - Yes
- Mayor Commissioner Vaughan – Yes

7.3 First Reading of Ordinance 2026-04;

ORDINANCE NO. 2026-04

AN ORDINANCE OF THE CITY OF INDIAN ROCKS BEACH, FLORIDA, AMENDING CHAPTER 74 (WATERWAYS), ARTICLE III (BEACHES), DIVISION 1 (GENERALLY) BY AMENDING SECTION 74-61 (PROHIBITED ACTIVITIES) OF THE CODE OF ORDINANCES OF THE CITY OF INDIAN ROCKS BEACH TO ADD SMOKING AND VAPING AS A PROHIBITED BEACH ACTIVITY; CREATING NEW SECTIONS 74-67, 74-68, 74-69, AND 74-70, PROVIDING FOR PURPOSE AND DEFINITIONS AND PROHIBITION OF SMOKING AND VAPING ON PUBLIC BEACHES; PROVIDING FOR EXCEPTIONS; PROVIDING FOR POSTING OF NO SMOKING SIGNS; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR

**CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY;
AND PROVIDING AN EFFECTIVE DATE.**

City Attorney Maggard read the Ordinance by title only.

Mayor Commissioner Vaughan opened neighbor comments.

Patti Katz, 124 13TH Ave, expressed support for the proposed prohibition but questioned how the City would enforce the regulation.

City Manager Henderson explained that enforcement would be similar to the City's existing enforcement of the prohibition on dogs on the beach. The City would post signs at beach access points, educate the public, and respond to complaints. When a violation is observed, enforcement personnel would have the ability to issue a citation. Henderson emphasized that signage and education would be important in establishing the rule as an accepted community standard over time.

City Manager Henderson further explained that the regulation would be communicated to deputies assigned to Indian Rocks Beach. Deputies would be instructed that the violation is enforceable and could advise violators or issue citations when violations are observed. Henderson noted that citations for similar beach violations are relatively uncommon, although citations for littering, including cigarette litter, have been issued.

Mayor Commissioner Vaughan noted that the proposed fine could be as much as \$500, commenting on the significance of the penalty for an individual cigarette violation.

City Attorney Maggard explained that the ordinance provides multiple enforcement options. The primary enforcement mechanism would be a \$500 citation for a one-time violation. For continuing or habitual violations, the City could also utilize the code-enforcement process, including the potential for daily fines. Maggard explained that the different enforcement options were included to provide City staff with appropriate tools to address violations.

Beth McMullen, 481 Harbor Dr. S., expressed support for the proposal. She recalled a previous City sign discouraging cigarette litter on the beach that used humorous language about crabs not smoking. While she believed the sign was effective and memorable, she noted that some members of the public considered it unfriendly and unwelcoming. McMullen cautioned the City to consider the tone and wording of future signage.

City Manager Henderson stated that the purpose of the initiative is not only enforcement but also creating the type of beach environment the community wants. He indicated that the proposed regulation and related outreach could contribute to that goal.

Beth Flynn, 914 Harbor House Dr., expressed support for the proposal and stated that she had previously believed smoking on the beach was already prohibited. She recommended presenting the regulation as a positive initiative and using the opportunity to reinforce other beach rules,

including the prohibition on dogs on the beach. Flynn emphasized the importance of making the messaging positive rather than negative.

Mayor Commissioner Vaughan closed neighbor comments.

Motion: Approve Ordinance No. 2026-04 on first reading.

Moved by: Vice Mayor Commissioner Wilson

Seconded by: Commissioner Watt

Motion Passed (4-0)

Roll Call Vote:

- Commissioner Watt - Yes
- Commissioner Bigelow - Yes
- Commissioner King – Not Present
- Vice Mayor Commissioner Wilson - Yes
- Mayor Commissioner Vaughan - Yes

7.4 Appoint Alternate Member #2 to the Board of Adjustment and Appeals

Motion: Appoint Tom McMullen as Alternate Member #2 to the Board of Adjustments for a three-year term, set to expire June 30, 2029.

Moved by: Commissioner Watt

Seconded by: Vice Mayor Commissioner Wilson

Motion Passed (5-0)

Roll Call Vote:

- Commissioner Watt - Yes
- Commissioner Bigelow - Yes
- Commissioner King - Yes
- Vice Mayor Commissioner Wilson - Yes
- Mayor Commissioner Vaughan - Yes

7.5 Approval of June 30, 2026, Year-to-Date Financial Report, presented by Administrative Director Robin Gomez

General Fund

- Revenues continue to exceed expenditures
- All budgeted property taxes collected for the year
- Miscellaneous revenue higher than budgeted due to the year's final insurance payment (over \$600,000)
- First paid parking distribution received (~\$121,641, covering first two weeks of May, received in June)
- Licenses, permits, vacation rental, and inspection revenue above budget due to increased vacation rental activity, driving higher business tax receipts
- Fine revenue up due to magistrate enforcement bringing previously non-compliant properties into compliance
- Expenditures essentially on budget; no significant increases

Capital Projects Fund

- Penny for Pinellas (local option sales tax) revenue tracking on budget
- Aqua Fence grant, previously pending, was received within the last few weeks (after the June 30 cutoff — will appear in next financial update)
- A year-end budget adjustment will be brought forward related to Aqua Fence expenses
- Expenditures slightly above budget but still within overall budget

Solid Waste Fund

- No significant changes or unusual activity
- Revenues tracking near budget
- Expenditures slightly below budget

Additional Clarifications

- Leisure services expenditures reflect staff time and costs for special events (e.g., Oktoberfest, holiday activities)
- Central services covers citywide communications and utilities, including cell/desk phones, IT software and equipment, and Duke Energy and Pinellas County water/sewer bills

Motion: Approve the June 30, 2026, Year-to-Date Financial Report

Moved by: Vice Mayor Commissioner Wilson

Seconded by: Commissioner Watt

Motion Passed (5-0)

Roll Call Vote:

- Commissioner Watt - Yes
- Commissioner Bigelow - Yes

- Commissioner King - Yes
 - Vice Mayor Commissioner Wilson - Yes
 - Mayor Commissioner Vaughan - Yes
-

8. Neighbor's Feedback

Mayor Commissioner Vaughan opened neighbor comments.

Beth McMullen, 481 Harbor Dr. South: thanked Lee and Mary Wilkerson and Gulfside Resorts, for a song that was created by one of their employees that talks about how we are a small community and how the residents make up the community.

Mayor Commissioner Vaughan closed neighbor comments.

9. Future Agenda Items

Commissioner Watt requested General Outdoor Lighting Ordinance be added to a future agenda.

Mayor Commissioner Vaughan requested a future agenda item to review code enforcement practices related to dock lighting.

City Manager Henderson referenced a prior request from Mayor to revisit residential speed limits and proposed bringing the item back as a work session at the next meeting.

10. Noted Items: None

Adjournment

Motion made by Vice Mayor Commissioner Wilson, which was seconded by Commissioner Watt , to adjourn at 8:35 p.m.

ATTESTATION

These minutes constitute a true and accurate summary of the proceedings of the City Commission Regular Meeting held on Wednesday, August 19, 2026.

Date Approved

Mayor Commissioner Lan Vaughan

ATTEST: Lorin A. Kornijtschuk, City Clerk

AGENDA ITEM NO. 5.2

CONSENT AGENDA

**Approval of
August 27 , 2026
Executive Session Minutes**

**MINUTES
CITY OF INDIAN ROCKS BEACH
Executive Client Session
Thursday, August 27, 2026
10:00 a.m.**

The City of Indian Rocks Beach City Commission held an Executive Client Session at 10:00 a.m. on Thursday, August 27, 2026, in the Civic Auditorium/Commission Chambers at City Hall, located at 1507 Bay Palm Blvd., Indian Rocks Beach, Florida.

CALL TO ORDER

Mayor Commissioner Vaughan called the meeting to order at 10:03 a.m., followed by the Pledge of Allegiance and a moment of silence.

ROLL CALL

Commission Members Present:

- Mayor Commissioner Lan Vaughan
- Vice Mayor Commissioner Janet Wilson
- Commissioner John Bigelow
- Commissioner Hilary King – attending remotely
- Commissioner Kellee Watt

Commission Members Absent: None

Staff Present: City Clerk Lorin Kornijtschuk, City Manager Ryan Henderson, and City Attorney Matthew Maggard.

(To provide continuity for research, items are listed in agenda order although not necessarily discussed in that order.)

CLOSED LITIGATION SHADE MEETING – EXECUTIVE SESSION

Announcement of Parties Attending Closed Session

Mayor Commissioner Lan Vaughan announced that the following individuals would attend the closed executive session:

Mayor Commissioner Lan Vaughan
Vice Mayor Commissioner Janet Wilson
Commissioner John Bigelow
Commissioner Kellee Watt
Commissioner Hilary King

City Attorney Matthew Maggard
City Manager Ryan Henderson
Certified Court Reporter (arranged by City Attorney's office)

The closed executive session was convened pursuant to Section 286.011(8), Florida Statutes, concerning pending litigation:

1. Homes Not Hotels, Inc. v. City of Indian Rocks Beach, Sixth Cir. Fla.
Case No. 25-000596-CI

2. Homes Not Hotels, Inc. v. City of Indian Rocks Beach, Sixth Cir. Fla.
Case No. 25-000615-CI

The public meeting was closed at 10:05 a.m.

RE-OPEN PUBLIC MEETING at 10:34 a.m.

ADJOURNMENT

Motion made by Vice Mayor Commissioner Wilson, which was seconded by Commissioner Watt, to adjourn at 10:35 .m.

ATTESTATION

These minutes constitute a true and accurate summary of the proceedings of the City Commission Regular Meeting held on Thursday, August 27, 2026.

Date Approved

Mayor-Commissioner Lan Vaughan

ATTEST: Lorin A. Kornijtschuk, City Clerk

AGENDA ITEM NO. 5.3

CONSENT AGENDA

**Authorizing the City Manager to award Request for
Proposal Number P.W.D.-2026-01 and enter into contract
with JAN-PRO of Tampa Bay for the City of Indian Rocks
Beach Janitorial Services**

INDIAN ROCKS BEACH CITY COMMISSION AGENDA MEMORANDUM

MEETING OF: September 8, 2026 **AGENDA ITEM:** 5.3

ORIGINATED BY: Dean A. Scharmen, Public Works Director
Robin I. Gomez, Administrative Director

APPROVED BY: Ryan Henderson, ICMA-CM, City Manager

SUBJECT: Authorizing the City Manager to award Request for Proposal Number P.W.D. – 2026-01 and enter into a contract with JAN-PRO of Tampa Bay for the City of Indian Rocks Beach Janitorial Services.

BACKGROUND:

On June 24, 2026, the Public Works Department issued a Request For Proposal for the City of Indian Rocks Beach Janitorial Services. The Request For Proposal was publicly advertised in the Tampa Bay Times on June 24, 2026 pursuant to Florida Statutes and the Code of Ordinances.

ANALYSIS:

On July 15, 2026 at 2:00 P.M. in the City Hall Conference Room, Proposals were opened with the following tabulations:

<u>BIDDER NAME</u>	<u>ADDRESS</u>	<u>PRICE</u>
General Facility Care	4020 W. Osborne Avenue Tampa, FL 33614	\$3,807.99 (mo.)
Royal Building Maintenance	905 East MLK Jr. Drive Tarpon Springs, FL 34689	\$3,935.00 (mo.)
Jani King Of Tampa Bay	2469 Sunset Point Road, Clearwater, Florida 33765	\$4,251.00 (mo.)
Elite Service Solutions	6625 35 th Street N. Pinellas Park, FL 33781	\$6,168.25 (mo.)
Jan-Pro of Tampa Bay	6908 W Linebaugh Avenue Tampa, FL 33625	\$3,610.00 (mo.)

FISCAL IMPACT:

Based upon the Proposal submission and the specific sites selected, the cost for this type of service would be \$3,610.00 monthly/\$43,320.00 annually.

Areas to be serviced include the following:

City Hall Complex and the Public Works Garage - 5 days per week

Public Restrooms at the Pinellas County/IRB Beach Access Park – 7 days per week (2 times per day on the weekends)

Within the proposed FY 2026/2027 Budget, under the Public Works Department, Other Contractual Services - Building, staff has requested funding to complete this type of service.

It should be noted that this Proposal is for a Three (3) year period commencing on October 1, 2026 with One (1) – Two (2) Year option. The Proposal may include a rate increase dependent upon the annual CPI.

MOTION:

I move to authorize the City Manager to award Proposal Number P.W.D. – 2026-01 and enter into a contract with JAN-PRO of Tampa Bay for the City of Indian Rocks Beach Janitorial Services as presented.



City of Indian Rocks Beach

1507 Bay Palm Boulevard, Indian Rocks Beach, Florida 33785

www.indian-rocks-beach.com

Administrative
727-595-1517

Library
727-595-1822

Public Works
727-328-0880

WEDNESDAY, JULY 15, 2026
2:00 P.M.

PUBLIC WORKS DEPARTMENT
1507 BAY PALM BOULEVARD

MINUTES

REQUEST FOR PROPOSALS:

CITY OF INDIAN ROCKS BEACH JANITORIAL SERVICES RFP # P.W.D. - 2026-1

Sealed Proposals for the *City of Indian Rocks Beach – Janitorial Services – Proposal # P.W.D. - 2026-1* were opened at 2:00 P.M., on Wednesday, July 15, 2026.

PRESENT: Dean A. Scharmen, Public Works Director
Robin I. Gomez, Administrative Director

Sealed Proposals were opened, read aloud by Robin I. Gomez, Administrative Director and tabulated by Dean A. Scharmen, Public Works Director.

A copy of that tabulation is attached hereto and made a part of this report.

The bid opening concluded at 2:10 P.M.

Dean A. Scharmen
Public Works Director

Attachment (1)

**CITY OF INDIAN ROCKS BEACH
PROPOSAL TABULATION SHEET
PROPOSAL # P.W.D. - 2026-01**

PROJECT: City of Indian Rocks Beach - Janitorial Services

DATE: July 15, 2026

TIME: 2:00 PM **DATE(S) ADVERTISED:** June 24, 2026

DEPARTMENT: Public Works

PLACE: IRB Auditorium Conference Room **PUBLICATION:** Tampa Bay Times

EXP A/C #: 001-539-200-034-200

BIDDER'S NAME & ADDRESS	TOTAL BID	5% of TOTAL BID	
		Bid Bond	Certified Check
General Facility Care, 4020 W. Osborne Avenue, Tampa, FL 33614	\$3561.85(Good), \$3684.92 (Better), \$3807.99 (Best)	N/A	
Royal Building Maintenance, 905 East Ml K Jr. Drive, Tarpon Springs, FL 34689	\$3,935.00	N/A	
Jani-King of Tampa, 2469 Sunset Point Road, Clearwater, FL 33765	\$4,251.00	N/A	
Elite Service Solutions, 6625 35th St N, Pinellas Park, FL 33781	\$6,168.25	N/A	
Jani-Pro of Tampa Bay, 6908 W. Linebaugh Avenue, Tampa, FL 33625	\$3,610.00	N/A	
		N/A	

"Offers from the vendors listed herein are the only offers received timely as of the above opening date and time.
All other offers submitted in response to this solicitation, if any, are hereby rejected as late."

**CITY OF
INDIAN ROCKS BEACH, FLORIDA
REQUEST FOR PROPOSAL**

Public Works Department (727) 595-6889

**CITY OF
INDIAN ROCKS BEACH, FLORIDA
REQUEST FOR PROPOSAL**

Proposal #: P.W.D. – 2026-01

Date: June 24, 2026

Competitive sealed Proposals will be accepted by the City of Indian Rocks Beach, Indian Rocks Beach City Hall, 1507 Bay Palm Boulevard, Indian Rocks Beach, Florida, 33785, until 2:00 P.M., local time, July 15, 2026, at which time all Proposals received shall be publicly opened and read aloud in the City Hall Conference Room, Indian Rocks Beach City Hall, for furnishing necessary labor, materials, incidental items, and equipment for the **CITY OF INDIAN ROCKS BEACH: PROPOSAL # P.W.D. – 2026-01 - JANITORIAL SERVICES**. Sealed Proposals must be submitted on Proposal Forms as provided (or exact copies thereof) marked **CITY OF INDIAN ROCKS BEACH: PROPOSAL # P.W.D. – 2026-01 – JANITORIAL SERVICES**.

Proposals may be withdrawn prior to the date of opening, but no Proposal may be withdrawn for a period of ninety (90) days after the date of the opening of Proposals. Proposals must conform to the Specifications and Instructions to Proposers. Any deviation from the specifications must be shown.

“The City reserves the right to reject any or all Proposals, to waive any technical defects, and to accept any Proposal which the bidding authority believes to be in the best interest of the City. This Request For Proposals and all Proposals submitted are subject to the City Ordinances.”

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a Proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Questions regarding the Proposal may be answered by calling Dean A. Scharmen, Public Works Director at (727)595-6889.

If you are interested in submitting a Proposal, please complete the Request for Proposal Form(s) and return to this office by the date indicated. Non-conformance with these instructions is grounds for rejection of Proposal. Late Proposals will be rejected.

Please indicate Proposal number and “Sealed Proposal” on your response.

**CITY OF INDIAN ROCKS BEACH, FLORIDA
I N D E X**

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**CITY OF INDIAN ROCKS BEACH, FLORIDA
INSTRUCTIONS TO PROPOSERS**

1. Scope

The instructions to Proposers and general conditions described herein apply to transactions on material, supplies or services with an estimated aggregate cost of \$5,000 or more.

2. Definitions (as used herein)

- a. The term "Request For Proposal" means a solicitation of formal sealed Proposals. The acronym "RFP" means Request For Proposal.
- b. The term "Proposal" means the offer as a price by the Proposer.
- c. The term "Proposer" means the offeror.
- d. The term "Change Order" means a written order signed by the City Manager or authorized representative directing the vendor to make changes to a contract or purchase order resulting from the RFB.
- e. The term "City" means the City of Indian Rocks Beach, Florida.
- f. The term "City Commission" means the governing body of the City of Indian Rocks Beach, Florida

3. Preparation of Proposals

- a. Proposers are expected to examine the specifications, drawings, and all special and general conditions. No plea of ignorance by the Proposer of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract document, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- b. The apparent silence of any supplemental specifications as to any details or the omission from it of a detailed description concerning any point will be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.
- c. Proposals shall be submitted on the Proposal Form furnished with the specifications, other forms may be rejected. Unless otherwise stated within the specifications, **responses to the RFP should be submitted in DUPLICATE** for bid evaluation purposes.
- d. Each Proposer shall furnish the information required by the RFP. The Proposer shall sign the RFP and print or type his name, address, and telephone number on the face page and on each continuation sheet thereof on which he makes an entry.
- e. Unit price for each unit offered shall be shown, and such price shall include packing and shipping unless otherwise specified. A total shall be entered in the "Total" column for each item offered. In case of discrepancy between the unit price and extended price, the unit price will be presumed correct.
- f. The Proposers must state a definite time for delivery of supplies or performance of services.
- g. Additional or alternate Proposals, unless specifically requested, will not be accepted.
- h. The Proposer should retain a copy of all Proposal documents for future reference.

- i. All Proposals must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his her signature.

4. Submission and Receipt of Proposals

- a. Proposals must be received at or before the specified time of opening as designated in the RFP. Proposers are welcome to attend Proposal Opening; however, no award of Proposal will be made at this time. A Proposal Tabulation will be furnished, upon request.
- b. Proposals shall be submitted in a sealed envelope. The envelope shall show the hour and date specified for receipt of Proposals, the Proposal number, and the name and address of the Proposer.
- c. The City of Indian Rocks Beach is not responsible for the U.S. Mail or private couriers in regards to mail being delivered by the specified time so that a Proposal can be considered. Late Proposals will be rejected.
- d. Telegraph Proposals will not be considered; however, Proposals may be modified by telegraphic notice, provided such notices are received prior to the hour and date specified on the Proposal. Proposals submitted by telephone or FAX will not be accepted.
- e. Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, vendor(s) will be notified to remove samples, at their expense, within thirty (30) days after notification. Failure to remove the samples will result in the samples becoming the property of the City.
- f. Failure to follow these procedures is cause for rejection of Proposal.
- g. Proposals having any erasures or corrections must be initialed by the Proposer in ink. Proposals shall be signed in ink. All Proposal amounts shall be typewritten or filled in with ink.
- h. The City reserves the right to reject any or all Proposals received, to waive any irregularities in the Proposals received, or to accept the Proposal which best serves the interest of the City of Indian Rocks Beach.

5. Acceptance of Offer

The signed Proposal shall be considered an offer on the part of the Proposer; such offer shall be deemed accepted upon issuance by the City of a Purchase Order or other contractual document.

6. Clarification and Addenda

Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the Proposal shall be made through the City of Indian Rocks Beach. The City shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, and additional information can be given. If any addenda are issued to this Proposal, the City will attempt to notify all prospective Proposers who have secured same; however, it shall be the responsibility of each Proposer, prior to submitting the Proposal, to contact the City of Indian Rocks Beach at 727/595-6889, to determine if addenda were issued and to make such addenda a part of the Request for Proposal.

7. Firm Prices

The Proposer warrants that prices, terms and conditions quoted in the Proposal will be firm for acceptance for a period of not less than ninety (90) days from the Proposal opening date unless otherwise specified in

the RFP. Such prices will remain firm for the period of performance of resulting purchase orders or contracts which are to be performed over a period of time.

8. F.O.B. Indian Rocks Beach, Florida

Unless otherwise specified in the RFP, all prices quoted by the Proposer must be F.O.B. Indian Rocks Beach, Florida with all delivery costs and charges included in the bid price. Failure to do so may cause rejection of Proposal.

9. Award

The contract or purchase order shall be awarded by appropriate written notice to the Proposer whose Proposal meets the requirements and criteria set forth in the RFP and as follows:

- a. The ability, capacity and skill of bidder to perform the contract or provide the service required;
- b. Whether the Proposer can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the Proposer;
- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance by the Proposer with laws and ordinances relating to the contract or services;
- f. The sufficiency of the financial resources and ability of the Proposer to perform the contract or provide the service;
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required;
- h. The ability of the Proposer to provide future maintenance and service;
- i. The number and scope of conditions attached to the Proposal.
- j. The City reserves the right to accept or reject any or all Proposals or part of Proposals, to waive irregularities and technicalities, and to request Re-Proposals on the material described in the RFP.
- k. The City also reserves the right to award the contract on such material as the City deems will best serve its interests.
- l. The City reserves the right to terminate the contract at any time for any reason.

10. Brand Names

If and wherever in the specifications of brand names, make, name of any manufacturer, trade name, or vendor catalog number is specified, it is for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other competitors' brands or makes, the phrase OR EQUAL is added. However, if a product other than the specified is Proposal, it is the Proposer's responsibility to identify such product in his/her Proposal and he must prove to the City that said product is equal to or better than the product specified. Unless otherwise specified, evidence in the form of samples may be requested if the brand being Proposed is other than specified by the City. Such samples are to be furnished after the date of Proposal opening only upon request of the City. If samples should be requested, such samples must be received by the City no later than four days after formal request is made.

11. Variations of Specifications

For purposes of Proposal evaluation, the bidder must indicate any variances from our specifications and or conditions, no matter how slight. Any deviation from specifications must be explained in complete detail, including any drawings, engineering explanations and effect upon the costs.

If variations are not stated in the Proposal, it will be assumed that the product or service fully complies with the City's specifications.

12. Material Quality

All materials, supplies, or equipment purchased and delivered against this contract will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt will be exchanged within twenty-four (24) hours at no charge to the City.

13. Acceptance of Material

The material delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the materials and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the bidder and return product to bidder at the bidder's expense.

14. Timely Delivery

Time will be of the essence for any orders placed as a result of this Proposal. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the Proposal form.

15. City Indemnification RE: Patent & Copyright

The Vendor, in accepting this order, agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment therefore by the City.

16. Conflict of Interest

The Proposer, by acceptance of this order, certifies that to the best of his knowledge or belief, no elected appointed official or employee of the City of Indian Rocks Beach is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order.

17. Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in

Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

18. Options

When the City requests Proposals with options regarding the extent of services to be provided, the City requests that all Proposers provide a cost breakdown for each option proposed. Although all options may be purchased, some may not. The City reserves the right to decide, at its discretion, which options shall be purchased.

19. Subcontracting

Where proposers do not have the "in-house" capability to perform work desired, or to provide a product as specified, in the Proposal, subcontracting may be permitted with prior knowledge and approval of the City. The City must be assured and agree that any proposed subcontractor(s) can perform the work or provide the product at the desired quality and in a timely manner. Therefore, the name of any intended subcontractor(s) should be identified in the Proposal.

20. Taxes

The City of Indian Rocks Beach is exempt from local, state, federal or transportation taxes, except excise tax on lubricants and batteries in accordance with Chapter 88-393, Laws of Florida, effective October 01, 1988. Exemption certificates will be provided upon request.

21. Manufacturer's Certification

The City reserves the right to request from Proposers a separate manufacturer certification of all statements made in the Proposal. Failure to provide such certification may result in rejection of Proposal or default termination of contract for which the Proposer must bear full liability.

22. Default of Contract

In case of default by the Proposer or contractor, the City may procure the items or services from other sources and hold the Proposer or contractor responsible for any excess costs occasioned or incurred thereby.

23. Modification for Changes

No agreement or understanding to modify this RFP and resultant purchase orders or contract shall be binding upon the City unless made in writing by the City Manager or authorized representative of the City of Indian Rocks Beach.

24. Order or Precedence

In the event of an inconsistency between provisions of the RFP, the inconsistency shall be resolved by giving precedence in the following order:

- (a) Special provisions;
- (b) Instructions to Proposers and General Instructions;
- (c) Other provisions of the contract, whether incorporated by reference or otherwise; and
- (d) The specifications.

25. Examination of Records

The Proposer shall keep adequate records and supporting documentation applicable to the subject matter of this Proposal to include, but not be limited to, records of costs, time worked, working papers and/or accumulations of data, criteria or standards by which findings or data are measured, and dates/times of pick-up or delivery. Said records and documentation shall be retained by the Proposer for a minimum of

One (1) year from the date the Proposal is completed and accepted by the City. If any litigation, claim, or audit is started before the expiration of the One (1) year period, the records shall be retained until all litigation, claims, or audit findings, involving the records have been resolved. Should any questions arise concerning this Proposal the City and its authorized agents shall have the right to review, inspect, and copy all such records and documentation during the record retention period stated above; provided, however, such activity shall be conducted only during normal business hours and shall be at City expense. Proposers shall be authorized to retain microfilm copies in lieu of original records, if they so desire.

Any subcontractor(s) employed by a Proposer who is subject to these requirements shall be subject to these requirements and the Proposer is required to so notify any such subcontractor(s).

26. Occupational Health and Safety

In compliance with Chapter 442, Florida Statutes, any item delivered to the City resulting from this Proposal must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must be maintained by the user agency and must include the following information:

- a) The chemical name and the common name of the toxic substance.
- b) The hazards or other risks in the use of the toxic substance, including:
 - (1) The potential for fire, explosion, corrosion, and reactivity;
 - (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - (3) The primary routes of entry and symptoms of overexposure.
- c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances.
- d) The emergency procedure for spills, fire, disposal, and first aid.
- e) A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- f) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding these requirements should be directed Dean A. Scharmen, Public Works Director, (727) 595-6889.

27. Safety Clause

Any and all work originated from this Proposal must comply with all applicable safety laws based on any City, County, State and/or Federal regulations.

28. Indemnification

The City shall be held harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the City's own negligence.

The City shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or omissions liability arising out of performance of the agreement/contract, unless such claims are a result of the City's own negligence.

29. Qualification of Proposers

A Proposer may be required, before the award of any contract, to show to the complete satisfaction of the City that he has the necessary facilities, equipment, ability and financial resources to perform the work in a satisfactory manner within the time specified.

30. Disqualification of Proposers

Any or all Proposals will be rejected if there is any reason for believing that collusion exists among the Proposers, and participants in such collusion will not be considered in future proposals for the same work.

31. Licenses and Permits

The Contractor shall secure all licenses and permits and shall comply with all applicable laws, regulations and codes as required by the State of Florida, or by the City of Indian Rocks Beach. The Contractor must fully comply with all Federal and State Laws and County and Municipal Ordinances and Regulations in any manner affecting the performance of the work.

32. Additional Information

Additional information may be obtained from the Public Works Department, (727) 595-6889, or from the individual listed on the RFP cover letter.

**JANITORIAL SERVICES FOR
THE CITY HALL COMPLEX, PWD GARAGE
AND THE PC/IRB BEACH ACCESS
PUBLIC PARK RESTROOMS**

GENERAL CONDITIONS:

SCOPE OF WORK:

The Proposer further declares that he/she has EXAMINED THE SITES of work and informed him/herself fully in regard to all conditions pertaining to the place where the work is to be done. That he/she has examined the plans and specifications for the work and contract documents relative thereto, and has read all provisions furnished prior to the opening of bids. That he/she has satisfied him/herself relative to the work to be performed.

The Proposer proposes and agrees, if this Proposal is accepted, to contract with the City of Indian Rocks Beach, Florida, in the form of a three (3) year contract specified for JANITORIAL SERVICES in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the plans, specifications and contract documents, to the full and entire satisfaction of the City of Indian Rocks Beach, Florida. The areas specified are described in Scope of Work.

The Proposer shall understand this proposal is for a Three (3) year period beginning October 1, 2026, with one (1) - Two (2) year option. The Proposal may include a rate increase dependent on the annual CPI. The City shall have the option to extend the contract for One (1) - Two (2) year period beginning the fourth year, October 1, 2030.

The Proposer further understands that his/her performance record will determine payment and continuance of the contract. The performance record shall be determined by evaluations conducted as often as deemed necessary by the City.

The total price for Janitorial Services as indicated below shall include all tasks as listed in Scope of Work for all areas as indicated.

NOTE: Extra work may be requested of the contractor by the City that does not require specialized equipment or training. Those tasks shall be estimated and invoiced separately based on the HOURLY or per unit price as provided by the contractor.

The contractor shall be responsible to perform all tasks as listed in SCOPE OF WORK for each area during each visit.

The contractor is expected to be completely knowledgeable in all phases of JANITORIAL MAINTENANCE and shall be held responsible for damage to City property due to negligence or improper technique.

Contractor agrees to furnish all supervision, labor and equipment as required for supplying Janitorial Service for the City Hall Complex, PWD Garage and the PC/IRB Beach Access Public Park Restrooms.

ENTRANCE DOORS:

All entrance doors to be cleaned free of fingerprints and debris. All mats to be vacuumed and entrance area to be broom swept. Urns to be cleaned of debris.

DESK, CHAIRS AND FILE CABINETS:

Sides of desks (credenzas) will be dusted. Dusting of desks will be kept at a minimum, to protect personal papers. All chairs and filing cabinets will be dusted.

GENERAL DUSTING:

Hand dusting of the following using a treated cloth or in cases where called for, a damp cloth; miscellaneous cabinets, window sills, coat racks, ledges and shelves, telephones and other desk top accouterments. **NOTE** - handling of desk top personal effects such as vases and other decorations are to be held at a minimum.

WALLS:

Wall surfaces around light switches, handrails, door knobs and other heavy traffic areas are to be spot cleaned as needed.

TILE & VINYL FLOORS:

All the floor areas are to be broom swept and wet mopped.

CARPETS:

All carpeted floor areas are to be thoroughly vacuumed in all areas. Accessory tools will be used in hard to reach areas. Operator will exercise care to insure that vacuum does not bump or mar furniture.

This includes the exterior entrance ways (indoor/outdoor carpet).

PICTURES:

All wall hung pictures and other wall adornments are to be dusted and straightened.

WATER FOUNTAINS:

To insure a clean, healthy condition at the water fountains, the dispensing area and bowls are to be washed with a disinfectant solution and dry shined. The sides of the metal housing will be damp wiped to remove streaks.

KITCHEN AREAS:

Clean microwave, stove, refrigerator, sink, counter tops and floors.

CEILING FANS:

Fans will be vacuumed or dusted bi-weekly.

RESTROOM CLEANING

COMMODOES AND URINALS:

Commodes and urinals will be washed and dried inside and out. Seats shall be washed - tops and bottoms. This work will be performed using first a scouring powder, then an acceptable non-pungent germicidal disinfectant solution. Bright metal parts are to be dry shined.

WASHBASINS:

Washbasins are to be washed inside and out. Bright metal parts are to be dry shined.

WASTE RECEPTACLES:

All waste receptacles are to be emptied and interiors wiped out. Sanitary napkin waste disposal containers are to be emptied and wiped dry. The contents of these containers will be emptied into a special carry out containers for removal from the premises.

PAPER PRODUCTS:

Bathroom tissue, paper towels, liquid hand soap, plastic liners and sanitary napkin disposal bags will be replenished daily/weekly. CONTRACTOR will be responsible to keep a close inventory of these items. Report when re-supply is needed.

MIRRORS:

Mirrors are to be cleaned and dry shined.

WALLS:

Walls will be spot cleaned to remove water splashes and runs, soap splashes, finger prints and smudges.

FLOORS:

Sweep loose papers and debris, then wet mop floors.

WINDOW CLEANING:

Clean all exterior and interior windows on a quarterly basis and/or upon request.

DETAIL:

1. Any building maintenance or repair problems that the housekeeping employees are aware of will be reported to the owner daily.
2. Professionals approach their business in a neat and orderly fashion. All janitor closets will reflect this professionalism.
3. Cleaning shall be accomplished on a scheduled basis of Five (5) days per week at the City Hall Complex and PWD Garage.
4. Cleaning of all Public Park Restrooms – on a scheduled basis of Seven (7) days per week (PC IRB Beach Access).

** On Saturday & Sunday at the PC IRB Beach Access Public Restrooms (2 times per day – AM & PM).

5. All services will be completed outside normal working hours.
6. Contractor will be available for conference with the City Manager or Public Works Director (or his/her representative) during normal working hours upon reasonable notice.
7. Cleaning supplies to be furnished by contractor.
8. Tissue, paper towels, deodorant, hand soap, trashcan liners, etc., to be furnished by City for distribution by contractor.
9. Furniture moved during cleaning will be replaced.
10. Invoicing and payment on a monthly basis; payment is contingent upon satisfactory completion of service.
11. Contract is for three (3) years and the City shall have the option to extend the contract for One (1) Two (2) period upon mutual agreement by both parties.
12. Include names of supervisor and persons who will be completing work. Include the same information for subcontractors if carpet or windows are not cleaned by in-house personnel. No last minute substitution of personnel will be permitted.

**CITY OF INDIAN ROCKS BEACH, FLORIDA
PROPOSAL FORM A
FOR
JANITORIAL SERVICES
PROPOSAL # P.W.D. 2026-01**

The undersigned Proposer does hereby agree to furnish the City of Indian Rocks Beach, Florida, the items listed in accordance with the Specifications shown by the Request For Proposal to be delivered to the specified site for the price indicated. Undersigned has inspected the premises of all buildings and satisfied him/herself as to the scope and level of services to be provided.

MONTHLY PRICE - CITY HALL COMPLEX _____

MONTHLY PRICE - PWD GARAGE _____

MONTHLY PRICE - PC/IRB PUBLIC RESTROOMS ON WEEKDAY'S _____

MONTHLY PRICE - PC/IRB PUBLIC RESTROOMS ON WEEKEND'S (2X PER DAY) _____

TOTAL MONTHLY PRICE _____

**THIS PROPOSAL MUST BE SIGNED BY A PERSON AUTHORIZED TO ACT FOR THE COMPANY
IN HIS/HER OWN NAME.**

Typed Name and Title _____

Signature _____

Firm _____

Address _____

Telephone Number _____

After-hours Telephone Number _____

**CITY OF INDIAN ROCKS BEACH, FLORIDA
PROPOSAL FORM B
"DEDUCTIVE ALTERNATE - PRICE PER DAY"
FOR
JANITORIAL SERVICES
PROPOSAL # P.W.D. 2026-01**

The undersigned Proposer does hereby agree to furnish the City of Indian Rocks Beach, Florida, the items listed in accordance with the Specifications shown by the Request For Proposal to be delivered to the specified site for the price indicated. Undersigned has inspected the premises of all buildings and satisfied him/herself as to the scope and level of services to be provided.

"Contractor" agrees to reduce the monthly cost by the following amount listed in the "Deductive Alternate - Price Per Day" should the City desire to reduce service levels to less than Five (5) days per week.

"DEDUCTIVE ALTERNATE - PRICE PER DAY" _____

**THIS PROPOSAL MUST BE SIGNED BY A PERSON AUTHORIZED TO ACT FOR THE COMPANY
IN HIS/HER OWN NAME.**

Typed Name and Title _____

Signature _____

Firm _____

Address _____

Telephone Number _____

Date _____

**CITY OF INDIAN ROCKS BEACH, FLORIDA
REFERENCE INFORMATION
FOR
JANITORIAL SERVICES
PROPOSAL # P.W.D. 2026-01**

Organization _____
Contact Person _____
Address _____
City _____ State _____ Zip _____
Phone Number (____) _____
Project Cost _____ Date Performed _____

Organization _____
Contact Person _____
Address _____
City _____ State _____ Zip _____
Phone Number (____) _____
Project Cost _____ Date Performed _____

Organization _____
Contact Person _____
Address _____
City _____ State _____ Zip _____
Phone Number (____) _____
Project Cost _____ Date Performed _____

Organization _____
Contact Person _____
Address _____
City _____ State _____ Zip _____
Phone Number (____) _____
Project Cost _____ Date Performed _____

Representative Typed Name/Title _____
Representative Signature _____
Firm _____

**CITY OF INDIAN ROCKS BEACH, FLORIDA
STATEMENT OF NO PROPOSAL
FOR
JANITORIAL SERVICES
PROPOSAL # P.W.D. 2026-01**

IF YOU DO NOT INTEND TO SUBMIT A PROPOSAL ON THIS REQUIREMENT, PLEASE COMPLETE AND RETURN THIS FORM PRIOR TO DATE SHOWN FOR RECEIPT OF BIDS TO: CITY OF INDIAN ROCKS BEACH, PUBLIC WORKS DEPARTMENT, 1507 BAY PALM BOULEVARD, INDIAN ROCKS BEACH, FLORIDA 33785.

WE, THE UNDERSIGNED, HAVE DECLINED TO PROVIDE A PROPOSAL FOR THE FOLLOWING REASON(S):

_____ WE DO NOT OFFER THIS PRODUCT OR EQUIVALENT.

_____ SPECIFICATIONS ARE TOO "TIGHT", I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY (PLEASE EXPLAIN BELOW).

_____ UNABLE TO MEET SPECIFICATIONS (PLEASE EXPLAIN BELOW).

_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION TO PROPOSAL.

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET INSURANCE REQUIREMENTS.

_____ OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____

WE UNDERSTAND THAT IF THE "NO PROPOSAL" LETTER IS NOT EXECUTED AND RETURNED, OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED PROPOSERS FOR THE CITY OF INDIAN ROCKS BEACH FOR FUTURE PROJECTS.

Typed Name and Title _____

Company name _____

Address _____

Signature _____

**CITY OF INDIAN ROCKS BEACH, FLORIDA
INSURANCE REQUIREMENTS CHECKLIST
FOR JANITORIAL SERVICES
PROPOSAL # P.W.D. 2026-01**

Items marked "X" must be provided

<u> X </u>	<u>General Liability</u>		Minimum Limits Required
	<u> X </u> Commercial General Liability	\$ <u>2,000,000</u>	General Aggregate
	<u> X </u> Occurrence Form	\$ <u>2,000,000</u>	Product Completed Operations Aggregate
	_____	\$ <u>2,000,000</u>	Personal & Advertising Injury
	_____	\$ <u>2,000,000</u>	Each Occurrence
		\$ _____	
<u> X </u>	<u>Automobile Liability</u>		
	<u> X </u> Owned, Hired & Non-Owned	\$ <u>1,000,000</u>	Combined Single Limit Per Occurrence
<u> X </u>	<u>Worker's Compensation and Employer's Liability</u>		<u>Statutory</u>
		\$ <u>1,000,000</u>	Each Accident
		\$ <u>1,000,000</u>	Disease - Policy Limit
		\$ <u>1,000,000</u>	Disease - Each Employee
	<u>Professional Liability Errors and Omissions</u>		<u>(*To be Completed by Bidder)</u>
	*Deductible: \$ _____	\$ _____	Aggregate
	*Claims Made (Y/N) _____	\$ _____	Each Claim
	*Occurrence (Y/N) _____		
	*Defense included in Limits (Y/N) _____		
	<u>Builder's Risk/Installation Floater</u>		<u>(*To be Completed by Bidder)</u>
	*Flood Included \$ _____ Limit	\$ _____	100% of Completed or
	*Transportation Included \$ _____ Limit		Installed Value, All Risk Form
	*Storage Included \$ _____ Limit		
	City must be a named insured. Copy of Policy will be Required.		
	<u>Other</u>		
	_____	\$ _____	
	_____	\$ _____	
<u> X </u>	The Certificate of Insurance must show "The City of Indian Rocks Beach, elected officials and employees" as an additional insured.		
<u> X </u>	Certificates must give to the City of Indian Rocks Beach 30 days' prior written notice of cancellation, non-renewal, or adverse change.		
<u> X </u>	Certificates must identify bid number and bid title.		

Statement of Proposer:

We understand the requirements requested and agree to comply fully.

Proposer - Authorized Signature

A completed copy of this form with original signature must accompany Proposal.

JANITORIAL SERVICES AGREEMENT

This agreement is made and entered into by and between the City of Indian Rocks Beach, Florida, hereinafter designated as the "City" and ?????????? hereinafter designated as the "Contractor".

WITNESSETH that for and in consideration of the premises and the mutual agreement of the parties hereto, the Contractor agrees to complete a program of Janitorial Services as designated by the City in **JANITORIAL SERVICES - PROPOSAL # P.W.D. 2026-01** and the City agrees to pay for the same, all subject to the following terms and conditions:

1. Provision of Labor, Tools and Equipment. The Contractor agrees to furnish and pay all necessary expenses for all labor, tools and equipment in connection with the program of Janitorial Services as designated by the City.
2. Observance of Laws and Ordinances. The Contractor shall secure all permits and licenses imposed by law and ordinance, pay all charges and fees and give all notices necessary and incidental to the Janitorial Services Agreement. Disposal fees are the Contractor's responsibility.
3. Payments to Other Parties. The Contractor shall not obligate the City to make any payments to another party, nor make any promises or representations to another party for, or in behalf of, the City without prior written approval of the City Manager or his authorized representative.
4. Description of Work. The Contractor agrees to: See Scope of Work.
5. Work Schedule. The work performed by the Contractor as described in this Agreement shall begin at the City's request.
6. Hours of Work. The Contractor may perform the work five days of the week after normal operating hours. Additional hours may be agreed upon by the Contractor and the Public Works Director. Contractor must be able to work around scheduled events at City facilities.
7. Equipment. The Contractor is responsible for providing, maintaining and transporting all necessary equipment for its use, in connection with the program of Janitorial Maintenance described in the Agreement. All other tools and supplies necessary for performing the work required by this Agreement will be provided by the Contractor.
8. Personnel. The Contractor's personnel shall, at all times, present a neat appearance and all work shall be performed and all complaints handled with due regard to the City public relations and in the best interest of the City of Indian Rocks Beach. The City and the Contractor will each be promptly notified by the other of any complaints received from anyone. The Contractor shall utilize competent employees in performing the work specified in this Agreement. At the request of the City Manager, the Contractor will replace any incompetent, unfaithful, abusive or disorderly person in his or her employment. The Contractor is required and hereby agrees by accepting this contract, to pay all employees not less than the Federal Minimum Wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended and changed from time to time. The Contractor shall provide a statement that their firm is an Equal Opportunity Employer and complies with all Federal and State laws including the Americans with Disabilities Act.
9. Supervision, Consultation and Reporting. It is agreed that the City Manager or his authorized representative and the Contractor must mutually understand work priorities, maintenance methods and management techniques. Upon request and/or necessity, an authorized municipal representative will accompany the Contractor to work areas to further clarify or describe maintenance methods and procedures. All work described in this Agreement shall be performed under the review and

monitoring of the City Manager or his authorized representative and subject to his approval. The Contractor will consult with the City Manager or his authorized representative regarding all details, scheduling and performance of the Janitorial Services.

10. Accident Prevention. The Contractor shall exercise precaution at all times for the protection of persons and property. Safety provisions of all applicable laws and ordinances shall be strictly observed. The City Manager or his authorized representative may require the Contractor to discontinue hazardous work practices upon written notice. It is required that the Contractor keep the necessary guards and protective devices at locations where work is being performed to prevent injury to the public or damage to public or private property.
11. Payment for Services. In return for work performed by the Contractor, the City agrees to pay the sum of ???????????????? Per Month for Janitorial Maintenance. This amount may vary monthly depending on the addition or deletion of Janitorial Maintenance Service levels and the initial starting date assigned. The Contractor will submit printed, numbered and sequenced invoices and shall be paid according to the following:
 - The City reserves the right to alter areas serviced and also has the option of increasing or decreasing the service level regulation of Janitorial Maintenance Services depending on the necessity.
12. Insurance. The Contractor agrees to furnish and maintain during the period of this Agreement, at its own cost, policies of insurance as follows:
 - a. Covering the legal liability of the Contractor, and/or its subcontractors who may be engaged in the work, to pay claims for personal injuries and or death resulting therefrom to the Contractor's employees under applicable Workers' Compensation Law.
 - b. Covering the legal liability of the Contractor to pay claims or damages for personal injuries (including death) on account of accidents to persons other than employees of the contractor, and to pay claims for property damages arising from operations under this Agreement.
 - c. The Contractor shall provide the City with a certificate issued by the insurance carrier or broker which evidences the coverage described above to the satisfaction of the City.
 - d. The Contractor and all employees or agents of the Contractor assume all risk and danger incidental to the Contractor's obligations and operations provided in this Agreement. The Contractor agrees that neither the City nor any of its officials, employees, agents or representatives shall be liable for injuries (including death) arising out of the Contractor's obligations and operations provided in this Agreement. The Contractor and all employees or agents of the Contractor do hereby forever release, remise, discharge and indemnify the City of and from any and all manner of actions, causes or action, claims and demands whosoever and howsoever occurring for reason of injuries (including death) to person or property, arising out of the Contractor's obligations and operations provided in this Agreement. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision.
 - e. Insurance coverage must be a minimum of: Comprehensive General Liability-General Aggregate \$2,000,000, Products Completed Operations and Independent Contractors \$2,000,000 each person, \$2,000,000 each occurrence; Workers' Compensation & Employer's Liability - \$1,000,000 for each individual employee.
13. Liquidated Damages. If the Contractor fails to perform the work in the manner specified by this Agreement, the City may, at its options, assess the Contractor for each day that the work is not performed. Before assessing liquidated damages, the City will notify the Contractor of the problem and allow the Contractor twenty-four (24) hours to take corrective action. The assessment will not be more than one hundred dollars (\$100) per day. If, after further written notice, the Contractor fails to take corrective action, the City may terminate this Agreement and enter into an agreement with another contractor or may perform the work itself without any moneys due to the contractor by the

City. Additionally, the City may pursue damages including all costs and attorney's fees for termination of this agreement and cost for performing the work by the City.

14. City Funding Provision. The funding necessary to discharge the ongoing financial obligations of the City under this Agreement shall be limited to each individual fiscal year, subject to the City approved budget appropriation. This Agreement does not obligate the taxing power of the full faith and credit of the City. In the event the City does not appropriate the funding necessary to fund this Agreement in any future fiscal year budget, the financial obligation of the City shall cease at the end of the last fiscal year budgeted appropriation without any penalty or entitlement to the contractor.
15. Term of Agreement. This Agreement shall become effective upon signing and shall remain in effect for thirty-six (36) months and may be extended for additional annual periods with the mutual agreement of both parties as outlined within the RFP. This agreement is conditional upon annual budget funding.
16. Probation. The Contractor is on probation for the thirty (30) days, at which time a review of the Agreement and Contractor's service will be held. If the Contractor's performance has been satisfactory, the contract shall continue. If the contractor's performances is unsatisfactory, as determined solely by the City, the contract shall terminate with twenty-four (24) hours notice.
17. Termination. The City may terminate the contract for any reason or no reason within thirty days written notice.
18. Amendment. This contract may be amended from time by mutual agreement of both parties.
20. Compliance with State and Federal Laws. The Contractor agrees to provide the City with a statement that the Contractor agrees to comply with all State and Federal Laws during this contract period.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year aforementioned.

CITY OF INDIAN ROCKS BEACH, FLORIDA

ATTEST:

BY: _____
Ryan Henderson, ICMA-CM,
City Manager

Lorin Kornijtschuk, CMC
City Clerk

Approved as to Form:

Matthew E. Maggard, City Attorney

(City Seal)

CONTRACTOR:

WITNESS:

BY: _____

(Address)

(Address)

DATE:

AGENDA ITEM NO. 5.4

CONSENT AGENDA

Receive and File the Pinellas County 2025 National Flood Insurance Program's (NFIP) Community Rating System (CRS) Annual Report

INDIAN ROCKS BEACH CITY COMMISSION

AGENDA MEMORANDUM

MEETING OF: September 8, 2026 **AGENDA ITEM:** 5.4

ORIGINATED BY: Dean A. Scharmen, Public Works Director

AUTHORIZED BY: Ryan Henderson, ICMA-CM, City Manager

SUBJECT: Receive and File the Pinellas County 2025 National Flood Insurance Insurance Program's Community Rating System Annual Report.

BACKGROUND:

Indian Rocks Beach participates in the Federal Emergency Management Agency (FEMA) National Flood Insurance Program (NFIP) Community Rating System (CRS).

Participation in this program provides enhanced public safety, reduced damage to property and public infrastructure, avoidance of economic disruption and loss, and supports a resilient Indian Rocks Beach.

The calendar-year 2025 annual updates required by the CRS program include the following:

- Pinellas County Local Mitigation Strategy (LMS) Annual Update Report, which includes:
 - Pinellas County Repetitive Loss Area Analysis
 - Multi-jurisdictional Program for Public Information (PPI)
 - Flood Insurance Improvement Plan

The LMS is a countywide Hazard Mitigation Plan that includes the County and participating municipalities, as well as several agencies and non-governmental stakeholders. LMS is a plan developed to reduce and/or eliminate the risks associated with natural and man-made hazards. These plans must be in accordance with the Federal Disaster Mitigation Act of 2000.

Without an approved LMS, the County and municipalities would be unable to apply for various Federal Hazard Mitigation Grants. The current LMS also serves as the County's and many municipalities' Floodplain Management Plan. Participation in the National Flood Insurance Program's Community Rating System requires the adoption of a Floodplain Management Plan.

The City of Indian Rocks Beach's participation in the Pinellas County Local Mitigation Strategy goes back to May 25, 1999, when the Indian Rocks Beach City Commission adopted Resolution No. 99-43, Pinellas County Local Mitigation Strategy.

The City's continuing support for this effort is evidenced by Resolutions 2004-13, 2006-85, 2010-38, 2015-25 and 2020-06.

The adoption of the Local Mitigation Strategy is a critical part of maintaining and decreasing IRB's ISO rating to reduce flood insurance premiums within the municipal limits.

The RLAA is a detailed mitigation plan for repetitive loss areas. It provides more specific guidance on how to reduce damage from repetitive flooding than the LMS. Assessment of the flood hazard, including repetitive loss areas, is a required component of the LMS if it is to be used as the community's Floodplain Management Plan.

The PPI is a step-by-step coordinated approach to flood hazard outreach. The County and municipalities purpose in developing this plan is to improve communication with citizens, and to provide information about flood hazards, flood safety, flood insurance, and ways to protect property and floodplain functions to those who can benefit from it.

ANALYSIS:

Submittal of the of these annual reports to the City Commission is a program requirement as part of the City's participation in the National Flood Insurance Program's (NFIP) CRS Program.

The City's participation in the CRS Program results in over \$590,000 of potential savings to the Indian Rocks Beach residents who purchase flood insurance through the NFIP.

Due to the voluminous nature, the Pinellas County 2025 National Flood Insurance Program's Community Rating System Annual Report can be provided upon request at City Hall.

FISCAL IMPACT:

N/A

MOTION:

N/A

AGENDA ITEM NO. 5.5

CONSENT AGENDA

**Approval of Public Risk Management of Florida (PRM)
Renewal Agreement for property, casualty, worker's
compensation, and flood insurance coverages for
FY 2026-2027**

**INDIAN ROCKS BEACH CITY COMMISSION
AGENDA MEMORANDUM**

MEETING OF: September 8, 2026 **AGENDA ITEM:** 5.5

ORIGINATED BY: Robin Gomez, Administrative Director

AUTHORIZED BY: Ryan Henderson, City Manager

SUBJECT: PRM Property/Casualty/Workers Compensation & Flood Insurance Renewal Fiscal Year 2026/26 – Authorize City Manager to sign (2) two-year agreement.

BACKGROUND

The City of Indian Rocks Beach (IRB) Administration annually works with Public Risk Management of Florida (PRM) to obtain renewal quotations for property, casualty, workers' compensation, and flood insurance coverage. PRM is a public entity risk-sharing pool dedicated to providing comprehensive and affordable insurance solutions to Florida municipalities and public entities. In addition to insurance coverage, PRM offers valuable risk management and loss prevention programs that help members reduce claims and improve workplace safety.

The City of Indian Rocks Beach has been a member of PRM since 2000 and has benefited significantly from PRM's insurance programs, loss prevention services, and member-supported approach to risk management.

ANALYSIS

The FY 2026/27 property, casualty, and workers' compensation renewal provides the same coverage terms and deductible structure currently maintained by the City, including:

- Replacement Cost property coverage
- \$1,000 property deductible
- 5% Named Windstorm deductible
- Continuation of existing liability and workers' compensation coverage limits

Although the property insurance market has experienced some rate stabilization and modest decreases in certain sectors, the City's overall insurance premium increased by approximately 1.70%. This increase is primarily attributable to a recent appraisal of all City-owned properties valued at \$250,000 or greater, which resulted in nearly a 12% increase in total insured values. As a result, the City's total insured property values now exceed \$15 million.

To help mitigate future premium fluctuations, PRM is offering the City the option to enter into a two-year rate agreement for property, casualty, and workers' compensation coverages. While

annual premiums will continue to adjust based on changes in exposures, property values, payroll, and claims experience, the underlying rates will remain fixed for the two-year period. Electing this option would reduce the City's overall premium by approximately 0.32% and provide greater budget predictability through FY 2027/28.

The City's preferred pool membership status and active participation in PRM's loss prevention programs continue to provide meaningful premium savings. The City currently receives:

- A 5% premium credit for maintaining a Drug-Free Workplace Program
- A 3% workers' compensation premium credit for maintaining an active Safety Program

Flood insurance renewal quotes have also been received for City Hall and the Historic Museum. The flood insurance market continues to experience upward pricing pressure, particularly for properties located within higher-risk flood zones. As a result, renewal flood insurance premiums for FY 2026/27 increased by approximately 11% over the prior year.

Staff has reviewed the proposed renewal terms and recommends acceptance of the two-year rate agreement to secure stable rates, maintain comprehensive coverage, and continue participation in PRM's insurance and risk management programs.

MOTION

Authorize the City Manager to execute the two-year agreement with Public Risk Management of Florida (PRM) and bind property, casualty, workers' compensation, and flood insurance coverage effective October 1, 2026, through October 1, 2027, with rates guaranteed through the FY 2027/28 policy period in accordance with PRM's two-year rate option

Request to Bind Coverage – Two Year Coverage Agreement

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

PREMIUM BREAKDOWN				
LINE OF COVERAGE	2025 – 2026	2026 – 2027	% CHANGE	BIND COVERAGE FOR
PROPERTY & CRIME	\$147,697	\$132,029		☐
EQUIPMENT BREAKDOWN	\$0	\$0		☐
LIABILITY	\$74,164	\$82,816		☐
WORKERS' COMPENSATION	\$62,337	\$67,952		☐
PREFERRED MEMBER PARTICIPATION CREDIT	-\$5,040	-\$4,544		☐
GRAND TOTAL	\$279,158	\$278,253	-0.32%	

(905.00)

OPTIONAL / ANCILLARY COVERAGES		UNLESS INDICATED AS INCLUDED, THE COST OF COVERAGES REFERENCED BELOW ARE IN ADDITION TO, AND NOT A PART OF THE GRAND TOTAL ABOVE.		
CYBER LIABILITY	INCLUDED	INCLUDED		☐
POLLUTION LIABILITY	NOT APPLICABLE	NOT APPLICABLE		☐
AVIATION LIABILITY	NOT APPLICABLE	NOT APPLICABLE		☐

Payment Plan: PRM allows their members to pay their total costs in four (4) quarterly installments. The first installment is due at the inception and is equal to 25% of all costs. The remaining costs will be paid over the next three (3) quarters.

This warrants that you have no knowledge of any claim or incident that may result in a claim that has not been reported to the insurance carrier.

It is understood and agreed that referenced proposal provides only a summary of the insurance program options offered. The actual policies will contain the complete terms, conditions, deductibles, exclusions, etcetera. Please review policy language for a full understanding of purchased program.

Signature of Authorized Representative

Printed Name of Authorized Representative

Title of Authorized Representative

Dated

THIS DOCUMENT IN ITS ENTIRETY IS CONFIDENTIAL & PROPRIETARY IN NATURE - NOT FOR PUBLIC RECORD



Two Year Coverage Agreement

PRM is offering a Two-Year Coverage Agreement option, with rates, not premiums, guaranteed to remain the same for the 10/1/2027 to 10/1/2028 Coverage Period [Coverage Periods (i) 10/1/2026 12:01am to 10/1/2027 12:01am (ii) 10/1/2027 12:01am to 10/1/2028 12:01am].

This Two-Year agreement does not constitute a bar on the ability of a PRM member to withdraw from the PRM Pool.

This Two-Year Agreement is subject to the following, for Liability, Property & Workers' Compensation:

LIABILITY
1. A terrorist event or some other disaster that would cause PRM to become un-insurable/re-insurable or if said event severely crippled the world capacity making insurance/reinsurance unaffordable, substantial increase in cost or unavailable. 2. 30% incurred loss ratio for the renewal period of October 1, 2024 to October 1, 2027. Loss ratio will be evaluated using losses valued as of June 30, 2027. 3. PRM incurred loss ratio = paid losses and claim reserves divided by annual liability premium. 4. If members loss ratio is breached, PRM reserves the right to re-underwrite. 5. This does not negate the need to provide updated exposure information via the PRM Renewal Application. Rates remain the same, but premiums will vary based on exposure information. 6. All lines of Coverage (Liability (AL, GL & E&O), Property & WC) must be purchased to bind the 2-year Coverage Agreement. 7. Premiums are subject to change based on increases/decreases in payroll.
PROPERTY (INCLUDING B&M AND PRIMARY CRIME)
1. A terrorist event or some other disaster that would cause PRM to become un-insurable/re-insurable or if said event severely crippled the world capacity making insurance/reinsurance unaffordable, substantial increase in cost or unavailable. 2. If PRM's Property renewal rate at June 1, 2027 increases by more than 12.5% PRM reserves the right to re-underwrite. 3. 30% incurred loss ratio for the renewal period of October 1, 2024 to October 1, 2027. Loss ratio will be evaluated using losses valued as of June 30, 2027. 4. PRM incurred loss ratio = paid losses and claim reserves divided by annual Property premium. 5. If members loss ratio is breached, PRM reserves the right to re-underwrite. 6. This does not negate the need to provide updated exposure information via the PRM Renewal Application. Rates remain the same, but premiums will vary based on exposure information. 7. All lines of Coverage (Liability (AL, GL & E&O), Property & WC) must be purchased to bind the 2-year Coverage Agreement. 8. Premiums are subject to change based on increases/decreases in TIV. 9. Two Year Agreement applies to both Wind and Ex-wind rates.
WORKERS' COMPENSATION
1. A terrorist event or some other disaster that would cause PRM to become un-insurable/re-insurable or if said event severely crippled the world capacity making insurance/reinsurance unaffordable, substantial increase in cost or unavailable. 2. 30% incurred loss ratio for the renewal period of October 1, 2024 to October 1, 2027. Loss ratio will be evaluated using losses valued as of June 30, 2027.



3. PRM incurred loss ratio = paid losses and claim reserves divided by annual Work Comp premium.
4. If members loss ratio is breached, PRM reserves the right to re-underwrite.
5. This does not negate the need to provide updated exposure information via the PRM Renewal Application. **Rates remain the same, but premiums will vary based on exposure information.**
6. All lines of Coverage (Liability (AL, GL & E&O), Property & WC) must be purchased to bind the 2-year Coverage Agreement.
7. Premiums are subject to change based on increases/decreases in payroll.

In the event the Member cancels one, or all lines of coverage prior to 10/1/2027 12:01am, a penalty equal to 60 days premium of All line(s) of coverage shall apply. This penalty shall apply regardless of when notice of cancellation is given, or the effective date of such cancellation; however, this penalty shall not serve as a prohibition or bar to the PRM member withdrawing from the PRM Pool.

By signing this Two-Year Coverage Agreement, you agree to the terms and conditions listed above.

Signature of Authorized Representative

Printed Name of Authorized Representative

Title of Authorized Representative

Dated



AGENDA ITEM NO. 6.1

PUBLIC HEARING

**ABT Case No. 28-2026
2300 Gulf Boulevard #7
Avenue 23 Kitchen, Inc.**

**CITY OF INDIAN ROCKS BEACH
CITY COMMISSION AGENDA MEMORANDUM**

FOR MEETING OF: September 8, 2026

Agenda Item: 6.1

SUBMITTED BY: Lorin A. Kornijtschuk, City Clerk, CMC

APPROVED BY: Ryan Henderson, City Manager

SUBJECT: **ABT CASE NO. 28-2026** — Valerie De Marchi, d/b/a Avenue 23 Kitchen has requested a 2 COP Alcoholic Beverage Use Designation for the establishment Avenue 23 Kitchen, Inc., located at 2300 Gulf Boulevard, Suite 7, Indian Rocks, Beach, Florida, and legally described as Lots 6 and 7 less RD on E, Block 42, Re-Revised Map of Indian Beach. Parcel #01-30-14-42030-042-0060

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 August 10, 2026, Valerie De Marchi submitted an Alcoholic Beverage Designation Application for a 2 COP Alcoholic Beverage Use Designation 2 COP: Beer; wine; authorizing the business to sell beer and wine for on-premises consumption, as well as packaged sales in sealed containers for off-premises consumption, for the establishment Avenue 23 Kitchen located at 2300 Gulf Boulevard, Suite 7, Indian Rocks Beach, Florida, pursuant to Code Section 6-32(e).

ANALYSIS:

Avenue 23 Kitchen, Inc. is located within the CT (Commercial zoning district). The surrounding zoning is CT-Commercial Tourist on the north, south and west sides, and B (Business zoning district) to the east side.

Avenue 23 Kitchen, Inc. is located in Suite 1 of the Western Plaza located at 2300 Gulf Boulevard.

Avenue 23 Kitchen Inc. parking will be shared with the other tenants in this commercial shopping center.

After a review of the application by the Planning Consultant, it was determined that the Alcoholic Beverage Application for Avenue 23 Kitchen Inc. is in compliance with Chapter 6, Alcoholic Beverages, Chapter 110, Zoning, and parking is shared with the other tenants in this commercial plaza.

A review of the application by the Pinellas County Sheriff's Office, per records maintained within the PCSO records management system, there were no identified offenses for Valerie De Marchi. 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.*

PUBLIC NOTIFICATION: A public meeting notice was mailed by first class mail to the property owners within 150 feet in any direction of the subject property and posted on the property on August 17, 2026, per Code Section 2-149.

A legal notice was published in the August 19, 2020-edition, of the St. Pete Times Section of the *Tampa Bay Times*, for a public hearing that has been scheduled on September 8, 2026, for ABT Case No. 2026-28.

FISCAL IMPACT:

If approved, Avenue 23 Kitchen would be required to obtain an annual business tax receipt license from the City.

MOTION:

I move to **APPROVE/DENY** a request for an Alcoholic Beverage Use Designation of 2 COP, Valerie De Marchi, d/b/a Avenue 23 Kitchen, which establishment is located at 2300 Gulf Boulevard, Suite 7, Indian Rocks Beach, Florida, and legally described as Lots 6 and 7 less road on E, Block 42, Indian Beach Re-Revised 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

Tampa Bay Times

Published Daily

STATE OF FLORIDA } ss

COUNTY OF HERNANDO, CITRUS, PASCO,
PINELLAS, HILLSBOROUGH County

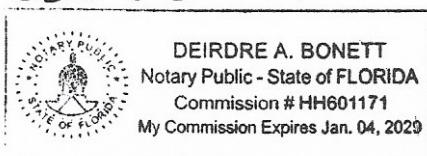
Before the undersigned authority personally appeared Jill Harrison who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter Alcoholic Beverage App. No. 28-2026 was published in said newspaper by print in the issues of 08/19/26 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant Jill Harrison
Sworn to and subscribed before me this **08/19/2026**

Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____

Deirdre Bonett



CITY OF INDIAN ROCKS BEACH, FLORIDA ALCOHOLIC BEVERAGE USE DESIGNATION NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Commission of the City of Indian Rocks Beach, Pinellas County, Florida, will conduct a public hearing during their regularly scheduled meeting on **TUESDAY, SEPTEMBER 8, 2026**, which convenes at 6:00 p.m., or as soon as thereafter, in the City Commission Chambers, 1507 Bay Palm Boulevard, Indian Rocks Beach, Florida, on ABT Case No. 28-2026:

ABT 2026-28 — 2300 GULF BOULEVARD #7

Applicant:	Valerie DeMarchi
Establishment:	Avenue 23 Kitchen
Subject Location:	2300 Gulf Boulevard #7
Legal Description:	Indian Beach Re-Revised BLK 42, Lots 6 and 7 RD on E
Property ID #:	01-30-14-42030-042-0060
Request:	2COP-SFS Alcoholic Beverage Use Designation

All interested parties are invited to attend the public hearing and participate.

Information concerning the public hearing item is on file and available for review during normal business hours, 8:00 a.m. and 4:00 p.m., weekdays, at the City of Indian Rocks Beach, Administrative Offices, 1507 Bay Palm Boulevard, Indian Rocks Beach, Florida 33785. Questions or comments can be directed to Lorin A. Kornijtschuk, City Clerk, at 727.595.2517 or lkornijtschuk@irbcity.com.

Any person who decides to appeal any decision of the City Commission with respect to any matter considered at their meeting will need a record of the proceedings; and, for such purposes, may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based, per s. 286.0105, F.S. The law does not require the City to transcribe verbatim minutes. Therefore, the applicant must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense.

In accordance with the Americans with Disabilities Act and s. 286.26, F.S., any persons with disabilities requiring reasonable accommodation in order to participate in this proceeding should call the City Clerk's Office with their request at 727/595-2517 or lkornijtschuk@irbcity.com no later than three (3) days prior to the proceeding for assistance. Meetings are open to the public.

Lorin A. Kornijtschuk, City Clerk

AGENDA ITEM NO. 7.1

ACTION ITEM

**Approval of Ordinance No. 2026-04
Second Reading**

**INDIAN ROCKS BEACH CITY COMMISSION
AGENDA MEMORANDUM**

MEETING OF: September 8 , 2026 **AGENDA ITEM:** 7.1

ORIGINATED BY: Matthew Maggard, City Attorney

AUTHORIZED BY: Ryan Henderson, City Manager

SUBJECT: Second Reading Ordinance 2026-04; Prohibiting Smoking and Vaping on Public Beaches

BACKGROUND:

Ordinance No. 2026-04 amends Chapter 74, Article III of the City Code to prohibit smoking and the use of electronic cigarettes and vaping devices on public beaches owned or controlled by the City of Indian Rocks Beach. The item was requested by the City Commission to be included on August 19, 2026, City Commission Agenda.

ANALYSIS:

The ordinance before the City Commission is authorized by Section 386.209, Florida Statutes, as amended effective July 1, 2022, which permits municipalities to restrict smoking on public beaches and public parks they own. The ordinance specifically excludes unfiltered cigars, which remain subject to state preemption.

The ordinance establishes definitions and prohibits the use, possession, burning, inhalation, or exhalation of lighted tobacco products, other than unfiltered cigars, on City public beaches. It also prohibits the use or operation of electronic cigarettes, e-cigarettes, and vaping devices. Exceptions are provided for unfiltered cigars, City-sponsored or City co-sponsored events specifically approved by the City Commission, and any areas that the City Commission may designate as smoking areas by resolution.

The ordinance authorizes the City Manager or designee to post appropriate no-smoking signage at public beach entrances and other conspicuous locations. Enforcement may be conducted by authorized City law enforcement and code enforcement officers and, where applicable, the Pinellas County Sheriff's Office. Available remedies include civil citations, code enforcement proceedings, criminal penalties, injunctive relief, and removal from the beach for failure to cease prohibited activity.

The purpose of the ordinance is to protect residents and visitors from secondhand smoke, reduce cigarette-butt and vaping-related litter, protect coastal resources and wildlife, maintain the cleanliness and appearance of City beaches, and reduce the impacts and costs associated with beach

cleanup.

Violations may be subject to the City's existing general penalty provisions, including fines of up to \$500, imprisonment of up to 60 days, or both, as applicable. Code enforcement remedies may also include administrative fines of up to \$250 per day for a first violation and \$500 per day for a repeat violation, subject to applicable statutory and Code procedures.

Implementation will require appropriate signage and may result in some additional enforcement and beach-cleanup coordination. No significant fiscal impact is anticipated, and existing City staff and enforcement mechanisms are expected to be utilized.

Attachments

1. Ordinance No. 2026-04

CITY OF INDIAN ROCKS BEACH

ORDINANCE NO. 2026-04

AN ORDINANCE OF THE CITY OF INDIAN ROCKS BEACH, FLORIDA, AMENDING CHAPTER 74 (WATERWAYS), ARTICLE III (BEACHES), DIVISION 1 (GENERALLY) BY AMENDING SECTION 74-61 (PROHIBITED ACTIVITIES) OF THE CODE OF ORDINANCES OF THE CITY OF INDIAN ROCKS BEACH TO ADD SMOKING AND VAPING AS A PROHIBITED BEACH ACTIVITY; CREATING NEW SECTIONS 74-67, 74-68, 74-69, AND 74-70, PROVIDING FOR PURPOSE AND DEFINITIONS AND PROHIBITION OF SMOKING AND VAPING ON PUBLIC BEACHES; PROVIDING FOR EXCEPTIONS; PROVIDING FOR POSTING OF NO SMOKING SIGNS; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Indian Rocks Beach, Florida (the "City"), is a duly constituted municipality organized and existing under the laws of the State of Florida, with the power and authority to enact ordinances for the health, safety, and welfare of its residents and visitors; and

WHEREAS, Florida Statute § 386.209, as part of the Florida Clean Indoor Air Act (Chapter 386, Part II, Florida Statutes), historically preempted the regulation of smoking to the State of Florida; and

WHEREAS, effective July 1, 2022, Chapter 2022-213, Laws of Florida, amended Florida Statute § 386.209 to provide that counties and municipalities may restrict smoking within the boundaries of any public beaches and public parks that the local government owns, with the exception that counties and municipalities may not further restrict the smoking of unfiltered cigars, which remains preempted to the State; and

WHEREAS, pursuant to the authority granted by Florida Statute § 386.209, as amended, the City Commission of Indian Rocks Beach desires to exercise its local authority to restrict smoking and the use of electronic cigarettes and vaping devices on public beaches owned or controlled by the City; and

WHEREAS, scientific evidence establishes that secondhand smoke exposure is causally linked to lung cancer, cardiovascular disease, respiratory illness, and other serious adverse health effects, and that exposure to secondhand smoke in crowded outdoor recreational areas can reach concentrations comparable to those experienced in indoor settings; and

WHEREAS, cigarette butts are among the most commonly found litter items on Florida's beaches, and discarded cigarette filters, which are composed of cellulose acetate, a non-biodegradable plastic, persist in the environment for years, leach toxic chemicals into soil and water, pose ingestion and choking hazards to marine wildlife,

seabirds, and other animals, and degrade the aesthetic quality and environmental health of coastal ecosystems; and

WHEREAS, electronic cigarette and vaping device waste, including disposable cartridges, pods, and batteries containing heavy metals and toxic chemicals, similarly poses environmental contamination risks to the beach and marine environment; and

WHEREAS, the City of Indian Rocks Beach has a compelling governmental interest in protecting the health of residents and visitors using public beaches, in preserving the City's natural coastal environment and wildlife, in maintaining the cleanliness and aesthetic quality of the City's beaches which are vital to the City's tourism-based economy, and in reducing the costs associated with beach litter cleanup; and

WHEREAS, this ordinance is narrowly tailored to address a legitimate public health, environmental, and safety concern, does not regulate the smoking of unfiltered cigars (which remains preempted to the State), and is within the scope of the authority granted to municipalities by Florida Statute § 386.209, as amended; and

WHEREAS, the City Commission finds that this ordinance is in the best interests of the health, safety, and welfare of the citizens and visitors of the City of Indian Rocks Beach.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF INDIAN ROCKS BEACH, FLORIDA, AS FOLLOWS:

Section 1. Recitals Ratified.

The above recitals are hereby ratified and confirmed as true and correct and are incorporated herein as legislative findings of the City Commission.

Section 2. Amendment of Section 74-61.

Section 74-61 (Prohibited activities) of Article III (Beaches), Division 1 (Generally) of Chapter 74 (Waterways) of the Code of Ordinances of the City of Indian Rocks Beach, Florida, is hereby amended to read as follows (underlined text indicates new language; strikethrough text indicates deleted language)::

Sec. 74-61. - Prohibited activities.

The following activities are prohibited on the beach:

- (1) The building of campfires or bonfires on the beach, except by special event permit.
- (2) The possession or consumption of alcohol.
- (3) The possession or use of glass or bottles.
- (4) Live music, parties or special events without city commission approval.

(5) Movie productions without the city manager's or designee's approval.

(6) The taking off and landing of aircraft, helicopters and ultralights, unless they are emergency vehicles, without approval from the city manager or designee.

(7) Smoking and vaping, except as provided in sections 74-67 through 74-70 of this division.

Section 3. Creation of Sections 74-67 through 74-70.

Article III (Beaches), Division 1 (Generally) of Chapter 74 (Waterways) of the Code of Ordinances of the City of Indian Rocks Beach, Florida, is hereby amended by creating new Sections 74-67, 74-68, 74-69, and 74-70, to read as follows:

Sec. 74-67. - Purpose and definitions; prohibition.

(a) Purpose. The purpose of this section and sections 74-68 through 74-70 is to regulate smoking and the use of electronic cigarettes and vaping devices on public beaches owned or controlled by the City of Indian Rocks Beach in order to protect the health of residents and visitors, reduce litter and environmental contamination, and preserve the natural beauty and ecological integrity of the City's coastal resources. These sections are adopted pursuant to the authority granted to municipalities by Florida Statute § 386.209, as amended by Chapter 2022-213, Laws of Florida, effective July 1, 2022. Nothing in these sections shall be construed to regulate the smoking of unfiltered cigars or any other smoking regulation that is preempted to the State of Florida pursuant to Florida Statute Chapter 386.

(b) Definitions. As used in sections 74-67 through 74-70, the following terms shall have the meanings ascribed to them in this subsection, unless the context clearly indicates otherwise. Terms not defined herein shall be construed in accordance with section 1-2 of this Code.

(1) Electronic cigarette, e-cigarette, or vaping device means any device, whether known as an electronic cigarette, e-cigarette, e-cigar, e-pipe, vape pen, vaporizer, or by any other name or descriptor, that can be used to deliver an aerosolized or vaporized solution of nicotine, flavoring, or any other substance to the person inhaling from the device, including but not limited to any such device whether manufactured, distributed, marketed, or sold as an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, electronic hookah, or any other product name or descriptor. The term includes any component, part, or accessory of such a device, whether or not sold separately, and includes any substance intended to be aerosolized or vaporized during the use of such device.

(2) Person means any natural person, individual, or human being.

(3) Public beach means the beach, as defined in section 74-101 of this Code, together with the dry sand area of the beach as defined and

described in section 74-66(b) of this Code, that is owned, leased, managed, or controlled by the City of Indian Rocks Beach, and which is accessible and open to the general public for recreational use.

(4) Smoking means inhaling, exhaling, burning, carrying, or possessing any lighted tobacco product, including cigarettes, filtered cigars, pipe tobacco, and any other lighted tobacco product. The term does not include the smoking of unfiltered cigars.

(5) Tobacco product means any product made or derived from tobacco, or that contains nicotine, that is intended for human consumption, including but not limited to cigarettes, filtered cigars, pipe tobacco, and smokeless tobacco. The term does not include unfiltered cigars.

(6) Unfiltered cigar means any roll of tobacco that is wrapped in leaf tobacco or in any substance containing tobacco, that does not have a filter tip or mouthpiece made of any material other than tobacco, and that is not otherwise defined as a cigarette under applicable state law.

(c) Prohibition.

(1) No person shall use, consume, inhale, exhale, burn, or possess any lighted tobacco product, including cigarettes, pipe tobacco, and any other lighted tobacco product, with the exception of unfiltered cigars, in or on any public beach owned or controlled by the City of Indian Rocks Beach.

(2) No person shall use, consume, inhale, exhale, activate, or operate any electronic cigarette, e-cigarette, or vaping device, as defined in subsection (b)(1) of this section, in or on any public beach owned or controlled by the City of Indian Rocks Beach.

(3) Nothing in this section shall be construed to prohibit the smoking of unfiltered cigars on public beaches, which remains preempted to the State of Florida pursuant to Florida Statute § 386.209.

Sec. 74-68. - Exceptions.

(a) The prohibitions set forth in section 74-67(c) shall not apply to the smoking of unfiltered cigars.

(b) The prohibitions set forth in section 74-67(c) shall not apply to the use or consumption of tobacco products or electronic cigarettes done in connection with a City-sponsored or City co-sponsored event that has been approved by a resolution of the City Commission that expressly permits such activity.

(c) The City Commission may, by resolution, designate specific areas on public beaches as designated smoking areas, in which case the prohibitions of section 74-67(c) shall not apply within such designated areas. Any such designated smoking areas shall be clearly marked with appropriate signage.

Sec. 74-69. - Posting of no smoking signs.

The City Manager, or the City Manager's designee, is hereby authorized and directed to cause to be posted, at conspicuous locations on or at the entrances to public beaches within the City, signs indicating that smoking and the use of electronic cigarettes or vaping devices is prohibited. Such signs shall contain lettering of sufficient size to be readable from a reasonable distance, or shall display the international "no smoking" symbol, or both. The absence of signage at any particular location shall not constitute a defense to a violation of sections 74-67 through 74-70.

Sec. 74-70. - Enforcement and penalties.

(a) Enforcement authority. Sections 74-67 through 74-70 shall be enforced by duly authorized law enforcement officers and code enforcement officers of the City of Indian Rocks Beach, or by the Pinellas County Sheriff's Office pursuant to any applicable interlocal agreement.

(b) General penalty. Any person who violates any provision of sections 74-67 through 74-70 shall be subject to the penalties set forth in section 1-14 of this Code, which provides that violations shall be punished by a fine not exceeding five hundred dollars (\$500.00), or by imprisonment for a term not exceeding sixty (60) days, or by both such fine and imprisonment. Each day a violation continues shall constitute a separate offense.

(c) Code enforcement. In addition to or in lieu of the penalties provided in subsection (b), violations of sections 74-67 through 74-70 may be enforced through the code enforcement procedures set forth in Chapter 2, Article IV, Division 2 (sections 2-272 through 2-280) of this Code, including proceedings before the special magistrate, who may impose administrative fines not to exceed two hundred fifty dollars (\$250.00) per day for a first violation and five hundred dollars (\$500.00) per day for a repeat violation, or up to five thousand dollars (\$5,000.00) per violation if the special magistrate finds the violation to be irreparable or irreversible in nature.

(d) Civil citation. Law enforcement officers and code enforcement officers are authorized to issue civil citations for violations of sections 74-67 through 74-70 pursuant to the supplemental citation procedures set forth in Florida Statute § 162.21 and any applicable local procedures.

(e) Injunctive relief. The City may institute any appropriate action or proceeding in a court of competent jurisdiction to prevent, restrain, or abate any violation of sections 74-67 through 74-70, including seeking injunctive or other equitable relief. The remedies provided in this section are cumulative and not exclusive, and nothing herein shall be construed to limit the power of the City to pursue any other civil or criminal remedy available under law.

(f) Removal from property. Any person found in violation of section 74-67(c) may be directed to immediately cease the prohibited activity. Failure to comply

with such a directive may result in removal of the person from the public beach in addition to any other penalty or remedy provided herein.

Secs. 74-71—74-80. - Reserved.

Editor's note— Sections 74-71 through 74-80 are reserved for future beach-conduct amendments within Division 1 of Article III of Chapter 74, consistent with the division's established organizational pattern of reserving section-number capacity between topical groupings.

Section 4. Conflict.

All ordinances or parts of ordinances, resolutions, or other enactments of the City of Indian Rocks Beach in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 5. Codification.

It is the intention of the City Commission and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of Indian Rocks Beach, Florida; that the sections of this ordinance may be renumbered or re-lettered to accomplish such intention; and that the word "ordinance" may be changed to "section," "article," or other appropriate word. The codifier is hereby granted the authority to renumber, reclassify, and rearrange the sections, subsections, and paragraphs of this ordinance as necessary to effectuate proper codification and integration into the Code of Ordinances. Specifically, Section 2 of this ordinance (amending Section 74-61) and Section 3 of this ordinance (creating Sections 74-67 through 74-70) shall be codified within Chapter 74, Article III, Division 1 of the Code of Ordinances of the City of Indian Rocks Beach.

Section 6. Severability.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 7. Effective Date.

This ordinance shall take effect immediately upon its passage and adoption.

ADOPTED ON FIRST READING at a meeting of the City Commission of the City of Indian Rocks Beach, Florida, held on the 19th day of August, 2026.

ATTEST:



Lorin A. Kornijtschuk, City Clerk



Lan Vaughan, Mayor/Commissioner

PUBLISHED the 19th day of August , 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 ____ day of September, 2026.

ATTEST:

Lorin A. Kornijtschuk, City Clerk

Lan Vaughan, Mayor/Commissioner

Approved as to form and legal sufficiency:

Matthew E. Maggard, City Attorney

100138

Tampa Bay Times

Published Daily

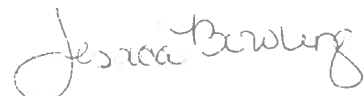
STATE OF FLORIDA } ss

COUNTY OF HERNANDO, CITRUS, PASCO,
PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Jes Bowling who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter ORDINANCE NO. 2026-04 was published in said newspaper by print in the issues of 08/19/26 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant

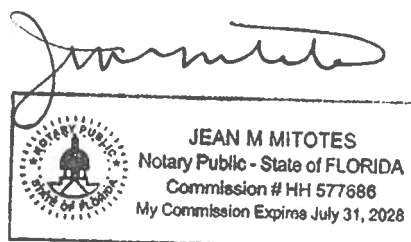


Sworn to and subscribed before me this 08/19/2026

Signature of Notary of Public

Personally known ☒ or produced identification.

Type of identification produced _____



LEGAL NOTICE

CITY OF INDIAN ROCKS BEACH, FLORIDA NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Commission of the City of Indian Rocks Beach, Pinellas County, Florida, will conduct a public hearing on **SEPTEMBER 8, 2026**, which convenes at 6:00 p.m., or as soon as thereafter, in the City Commission Chambers, 1507 Bay Palm Boulevard, Indian Rocks Beach, Florida, on **Ordinance No. 2026-04**:

ORDINANCE NO. 2026-04 SECOND AND FINAL READING

AN ORDINANCE OF THE CITY OF INDIAN ROCKS BEACH, FLORIDA, AMENDING CHAPTER 74 (WATERWAYS), ARTICLE III (BEACHES), DIVISION 1 (GENERALLY) BY AMENDING SECTION 74-61 (PROHIBITED ACTIVITIES) OF THE CODE OF ORDINANCES OF THE CITY OF INDIAN ROCKS BEACH TO ADD SMOKING AND VAPING AS A PROHIBITED BEACH ACTIVITY; CREATING NEW SECTIONS 74-67, 74-68, 74-69, AND 74-70, PROVIDING FOR PURPOSE AND DEFINITIONS AND PROHIBITION OF SMOKING AND VAPING ON PUBLIC BEACHES; PROVIDING FOR EXCEPTIONS; PROVIDING FOR POSTING OF NO SMOKING SIGNS; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

All interested parties are invited to attend the public hearing and participate.

Information concerning the public hearing item is on file and available for review between the hours of 8:00 a.m. and 4:00 p.m., weekdays, at the City of Indian Rocks Beach, Administrative Offices, 1507 Bay Palm Boulevard, Indian Rocks Beach, Florida 33785. Questions or comments can be directed to Lorin Kornijtschuk, City Clerk, at 727/595-2517 or lorink@irbcity.com.

Any person who decides to appeal any decision of the City Commission with respect to any matter considered at their meeting will need a record of the proceedings; and, for such purposes, may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based, per s. 286.0105, F.S. The law does not require the City to transcribe verbatim minutes. Therefore, the applicant must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense.

In accordance with the Americans with Disabilities Act and s. 286.26, F.S., any persons with disabilities requiring reasonable accommodation to participate in this proceeding should call the City Clerk's Office with their request at 727/595-2517 or lorink@irbcity.com no later than three (3) business days before the proceeding for assistance. Meetings are open to the public.

Lorin A. Kornijtschuk, CMC, City Clerk

08/19/26 jlb

100138.1

AGENDA ITEM NO. 7.2

ACTION ITEM

Approval of Resolution No. 2026-16

INDIAN ROCKS BEACH CITY COMMISSION

AGENDA MEMORANDUM

MEETING OF: September 8, 2026 **AGENDA ITEM: 7.2**

ORIGINATED BY: Robin I. Gomez, Administrative Director

APPROVED BY: Ryan Henderson, City Manager

SUBJECT: **Resolution 2026-16, Revising the Fee Schedule for the Registration and Inspection of Vacation Rentals**

BACKGROUND:

On May 9, 2023, the City Commission adopted Ordinance 2023-02, establishing a comprehensive regulation on vacation rentals within specified zoning districts to further enhance the protection and preservation of the health, safety, and welfare of all people residing in and visiting the city. The ordinance incorporated various details and requirements from defining/clarifying overnight rentals to initial application and renewals to required inspections and to applicable fees and enforcement.

ANALYSIS:

After 3 years of processing and enforcing vacation rentals and to ensure that revenues are sufficient to pay for the operational and administrative costs of administering the stated processing and regulation (of vacation rentals), City staff along with the City's Finance and Budget Review Committee recommend a fee revision for the vacation rental registration and renewal and a new fee for a registration renewed after the expiration date of the previous vacation rental registration (year). City staff and the Finance and Budget Review Committee reviewed the City's expenses to administer the program as well as the below vacation rental registration fee schedules from five (5) other jurisdictions. The revised and new fees:

Registration of each independently operated vacation rental registration:

\$600

Registration renewed after the expiration date of the previous vacation rental registration:

\$200

All other fees will remain unchanged.

Information reviewed:

**A. Vacation Rental Registration FY 2026, thru 8-31-2026
EXPENSE & REVENUE**

VRR EXPENDITURES - SALARY, EQUIPMENT, OTHER - FY 2026									
1.	PERSONNEL								
	POSITION	FY 26 Salary	% of TIME on VRR	VRR Salary	FICA	RETIREM	HEALTH	BUDGET TOTAL	ACTUAL thru 8-31-26
	Code Enfo Mgr	62,043.54	60%	37,226.12	2,847.80	3,722.61	10,876.61	54,673.14	
	Code Enfo Officer	53,144.00	85%	45,172.40	3,455.69	4,517.24	2,728.95	55,874.28	
	Code/SW Enfo Officer	51,420.00	60%	30,852.00	2,360.18	3,085.20	4,326.05	40,623.43	
	Admin Assist/PIO	59,083.96	30%	17,725.19	1,355.98	1,772.52	2,169.40	23,023.08	
								-	
	Revenue Officer	58,410.00	100%	58,410.00	4,468.37	5,841.00	26,242.68	94,962.05	
	Administrative Director	120,000.00	10%	12,000.00	918.00	1,200.00	1,812.77	15,930.77	
								285,086.74	
		PERSONNEL FY 2026, thru 8-31-2026							\$ 257,061.18
2.	OPERATING								
	Office, operational supplies							16,000.00	\$ 10,341.14
	Software - Granicus							75,000.00	\$ 71,158.09
	Software - Citizenserve							30,900.00	\$ 16,500.00
								121,900.00	\$ 97,999.23
3.	LEGAL-thru July 31, 2026								
	Shumaker - lawsuits							100,000.00	76,732.36
	Magistrate							25,000.00	19,585.22
								125,000.00	\$ 96,317.58
						FY 2026		\$ 531,986.74	\$ 451,377.99
	REVENUE			VRR APPS & INSPECT				\$ 300,000.00	\$ 405,907.31
	\$300 - VRR APP								
	\$150 - INSPECTION					FY 2026		\$ 300,000.00	\$ 405,907.31

NOTES:

- The vacation rental registration \$300 and inspection \$150 fees, \$450 total, revenue of \$405,907.31, through August 31, 2026, is currently below the cost of \$451,377.99, to pay for the City's operational and administrative costs of administering the processing, regulation, and enforcement of all vacation rentals.

B. Vacation Rental Registration FY 2027 Revenue and Expense

VRR EXPENDITURES - SALARY, EQUIPMENT, OTHER - FY 2027								
1.	PERSONNEL							
	POSITION	FY 27 Salary	% of TIME on VRR	VRR Salary	FICA	RETIREM	HEALTH	<u>TOTAL</u>
	Code Enfo Mgr	65,145.72	90%	58,631.15	4,485.28	5,863.11	15,441.73	84,421.28
	Code Enfo Officer	55,801.20	85%	47,431.02	3,628.47	4,743.10	2,728.95	58,531.55
	Code/SW Enfo Officer	53,991.00	60%	32,394.60	2,478.19	3,239.46	4,548.82	42,661.06
	Code/Park Enfo Officer	49,400.00	50%	24,700.00	1,889.55	2,470.00	5,526.84	34,586.39
	Admin Assist/PIO	62,038.16	30%	18,611.45	1,423.78	1,861.14	2,281.72	24,178.08
								-
	Revenue Officer	61,330.50	100%	61,330.50	4,691.78	6,133.05	27,622.68	99,778.01
	Administrative Director	126,000.00	10%	12,600.00	963.90	1,260.00	1,895.57	16,719.47
								360,875.84
2.	OPERATING							
	Office, operational supplies							20,000.00
	Software - Granicus							74,500.00
	Software - Citizenserve							14,500.00
								109,000.00
3.	LEGAL							
	Shumaker - legal							100,000.00
	Magistrate							25,000.00
								125,000.00
	CAPITAL							
4.	Replace 2013 Ford Escape							50,000.00
	OTHER							
5.	PCSO calls							20,000.00
	*variable cost - researching/gathering data as year progresses to better determine & allocate costs							
						FY 2027		<u>\$ 664,875.84</u>
VRR REVENUE FY 2027								
	REVENUE		PROPOSED FEES in FY 27:					<u>TOTAL</u>
			VRR APPS & INSPECT	\$ 400	\$ 150	\$ 550		<u>\$ 550,000.00</u>
	<u>Current Fees</u>			\$ 450	\$ 150	\$ 600		<u>\$ 600,000.00</u>
	VRR Application	\$300		\$ 500	\$ 150	\$ 650		<u>\$ 650,000.00</u>
	Inspection	\$150		\$ 550	\$ 150	\$ 700		<u>\$ 700,000.00</u>
				\$600	\$150	\$750		<u>\$ 750,000.00</u>

C. RENTAL REGISTRATION FEE COMPARISONS

VACATION RENTAL REGISTRATION (VRR)							
	<u>IRB</u>	<u>FT LAUDERDALE</u>	<u>ST AUGUSTINE*</u>	<u>SARASOTA</u>	<u>COCOA BEACH*</u>	<u>HOLMES BEACH</u>	<u>PINELLAS COUNTY</u>
Initial/New Application:							
Per rental unit	\$300.00	\$880.00	\$303.03 + \$79.30/room	\$500.00	\$219.45/guest	\$545.00	\$450.00
	includes 1st inspec	up to 4 units	\$79.30/rental bedroom	includes 1st inspec	includes 1st inspec		
Renewal:		includes 1st inspec					
Per rental unit	\$300.00		\$382.33	\$350.00		\$545.00/2 YRS	\$450.00
Inspection:							
Per rental unit	\$150.00						\$150.00
Reinspection:							
Per rental unit	\$75.00	\$100.00	\$50.00	\$100.00	\$250.00	\$50.00	\$100.00
		safety, no-show				\$75.00	Every 2 yrs
Transfer rental agent fee		\$50.00			\$250.00	\$50.00	\$450.00
Late Renewal Fee	\$0.00	\$0.00	\$100.00	\$200.00	\$500.00		\$450.00
			* Rate based on occupancy/# of bedrooms				

MOTION: Approve Resolution 2026-16

DOCUMENTS ENCLOSED: Resolution 2026-16 and Business Impact Estimate

**CITY OF INDIAN ROCKS BEACH
RESOLUTION NO. 2026-16**

**A RESOLUTION OF THE CITY OF INDIAN ROCKS BEACH, FLORIDA,
REVISING THE FEE SCHEDULE FOR THE REGISTRATION AND
INSPECTION OF VACATION RENTALS AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, Article V of the City’s Code of Ordinances provides that the City Council may establish all fees for the City’s registration and inspection of vacation rentals; and

WHEREAS, the City Commission, with the input of City staff, has considered the operational and administrative costs of administering the regulation of vacation rentals and finds it necessary, proportional, appropriate, and in the interest of the public health and welfare to amend the previously-established fee schedule; and

WHEREAS, the Indian Rocks Beach City Commission desires to establish a uniform schedule for the registration, inspection, and reinspection of vacation rentals.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Indian Rocks Beach, Florida that:

SECTION 1. Fees Established. In accordance with Article V of the City’s Code of Ordinances, the following fees are hereby established for the registration and inspection of vacation rentals:

(a) **Vacation Rental Registration Fees.** Pursuant to § 18-205, the annual fee for the registration of each independently operated vacation rental registration shall be ~~\$300~~ \$600. There shall not be ~~no~~ any distinction between the fee required for an initial registration and the fee required for a change of ownership or amended rental registration. Pursuant to § 18-208 and to § 18-209, any registration renewed after the expiration date of the previous vacation rental registration shall pay an additional fee of \$200.00.

(b) **Inspection Fees.** The fees for the inspection of each independently operated vacation rental registration shall be as follows.

1) **Initial Inspection.** The fee for an initial inspection, as required by § 18-210 (a) shall be \$150.

2) **Reinspection.** The fee for any requisite inspection, including the annual reinspection required by 18-210 (c), shall be \$75.

(c) **Additional Fees.** Nothing in this Resolution shall be construed to establish or otherwise limit the fees charged by other governmental entities including, but not limited to, the Pinellas County Suncoast Fire Rescue District (“PSFRD”) or Pinellas County.

SECTION 2. Conflicts Resolved. This Resolution shall supersede any previously adopted or conflicting schedules governing vacation rental registration and inspection fees for

vacation rentals within the applicable scope of the City's vacation rental regulations, as set forth in § 18-201 of the City's Code of Ordinances.

SECTION 3. Effective Date. This rate schedule shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Commission of the City of Indian Rocks Beach,
Florida this 8th day of September 2026.

Lan Vaughan, Mayor- Commissioner

ATTESTED BY:

Lorin A. Kornijtschuk, City Clerk

AGENDA ITEM NO. 7.3

ACTION ITEM

**Approval of Ordinance No. 2026-05
First Reading**

INDIAN ROCKS BEACH CITY COMMISSION

AGENDA MEMORANDUM

MEETING OF: September 8, 2026 **AGENDA ITEM: 7.3**

ORIGINATED BY: Robin I. Gomez, Administrative Director

APPROVED BY: Ryan Henderson, City Manager

SUBJECT: Ordinance 2026-05, First Reading, Amending the Local Business Tax Application Fee and Fee Schedule

BACKGROUND:

For many years the City of Indian Rocks Beach has levied an annual local Business Tax listed in City Code Chapter 58, as allowed under the City's home rule powers granted by Florida State Statutes, Chapter 166. Previously known as the occupational license fee, the tax is levied on the privilege of engaging in or managing any business or professional enterprise within the City's corporate limits with the City setting the tax rates in a fee schedule (see enclosed Local Business Tax Fee Schedule). The last update to the local business tax fee schedule occurred in 2015.

ANALYSIS:

City staff along with the City's Finance and Budget Review Committee reviewed the local business tax fee schedule and are recommending a fee revision, a 5% increase in the entire fee schedule. As stated, the last revisions to the local business tax occurred in 2015. The adjusted local business tax rates will generate approximately an additional annual \$2,000 to \$2,250 in general fund revenue. Local business tax revenues are used to help pay for general government services including administration, finance, planning & zoning, etc., as accounted for in the City's General Fund. Annual local business tax revenue from fiscal year 2023 to the current fiscal year 2026:

2023	\$39,196.70	
2024	\$39,482.00	
2025	\$31,292.00	
2026	\$43,153.18	thru Aug 31, 2026

MOTION: Approve Ordinance 2026-05, on First Reading, Amending the Local Business Tax Application fee and Fee Schedule.

DOCUMENTS ENCLOSED: Local Business Tax Fee Schedule

ORDINANCE NO. 2026-05

AN ORDINANCE OF THE CITY OF INDIAN ROCKS BEACH, FLORIDA, AMENDING CHAPTER 58, TAXATION, ARTICLE II, LOCAL BUSINESS TAX, OF THE INDIAN ROCKS BEACH CODE OF ORDINANCES, BY AMENDING SECTIONS 58-46, INITIAL APPLICATION FEE, AND 58-49, FEE SCHEDULE, PROVIDING A REVISED INITIAL APPLICATION FEE AND A REVISED FEE SCHEDULE PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Indian Rocks Beach desires to revise a part of the rules and regulations applicable to Local Business Taxes; and

WHEREAS, the Florida Legislature has provided for rules and regulations applicable to local business taxes in Chapter 205, Florida Statutes; and

WHEREAS, the City Commission of the City of Indian Rocks Beach desires to update and maintain a local business tax for the privilege of engaging in or maintaining any business or professional enterprise within the City for the benefit of its citizens; and

WHEREAS, the City Commission of the City of Indian Rocks Beach finds that regulating and maintaining a local business tax is in the best interest of the health, safety and welfare of its citizens; and

NOW, THEREFORE, be it ordained by the City Commission of the City of Indian Rocks Beach, Florida, as follows:

Section 1. – That the existing Chapter 58-46, Initial Application Fee and Section 58-49, Fee Schedule, of the Indian Rocks Beach Code of Ordinances is hereby amended to read as follows:

Section 58-46. – Initial Application Fee

There shall be a nonrefundable fee of ~~\$15.00~~ \$15.75 for the initial application for a local business tax receipt.

Section 58-49. - Fee schedule

The local business tax fees shall be as follows and such fees shall be assessed and collected by the city:

Abstract company (title company)~~\$ 150.00~~ \$157.50

Addressing, mailing~~70.00~~ 73.50

Administrative office~~70.00~~ 73.50

Advertising:

Agency~~100.00~~ 105.00

City directory~~300.00~~ 315.00

Directory, guide book~~100.00~~ 105.00

Agent or agency:

Book or magazine~~150.00~~ 157.50

Claim or collection~~50.00~~ 52.50

Credit reporting~~100.00~~ 105.00

Employment~~100.00~~ 105.00

Insurance~~100.00~~ 105.00

Private detective security~~50.00~~ 52.50

Travel~~100.00~~ 105.00

Amusement machines, coin-operated:

Dealer or lessor~~150.00~~ 157.50

Operator or lessee, each machine~~20.00~~ 21.00

Amusement park~~375.00~~ 393.75

Amusement rides, each, per day~~50.00~~ 52.50

Animal grooming~~60.00~~ 63.00

Animal hospital~~100.00~~ 105.00

Answering service, telephone~~80.00~~ 84.00

Appraiser~~100.00~~ 105.00

Astrologer~~3,125.00~~ 3281.25

Astronomer~~150.00~~ 157.50

Auctioneer, per day~~150.00~~ 157.50

Auction shop~~450.00~~ 472.50

Automotive:

Agency~~112.50~~ 118.00

Dealer~~112.50~~ 118.00

Garage~~80.00~~ 84.00

Services:

Rental (cars, trucks, trailers)~~100.00~~ 105.00

Parking lot:

One to 50 cars~~40.00~~ 42.00

Over 50 cars~~100.00~~ 105.00

Storage capacity:

Six to 10 cars~~40.00~~ 42.00

11 to 20 cars~~60.00~~ 63.00

21 to 50 cars~~80.00~~ 84.00

Over 50 cars~~120.00~~ 126.00

Washing and polishing~~50.00~~ 52.50

Wrecker or towing service~~100.00~~ 105.00

Service station:

First pump~~60.00~~ 63.00

Each additional pump~~6.00~~ 6.30

With garage (additional)~~80.00~~ 84.00

Bait dealer and/or sales~~70.00~~ 73.50

Bakery goods, retail store~~100.00~~ 105.00

Baked goods, delivery and/or sales~~100.00~~ 105.00

Bank, lending institution or savings and loan	262.50	<u>275.75</u>
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Barbershop:

First two chairs	60.00	<u>63.00</u>
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Each additional chair	20.00	<u>21.00</u>
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Beauty parlor:

First two chairs or booths	60.00	<u>63.00</u>
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Each additional chair or booth	20.00	<u>21.00</u>
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Beverages, nonalcoholic:

Bottling works: See "Manufacturing."

Distribution or wholesaler	100.00	<u>105.00</u>
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Beverage delivery, soft drinks	50.00	<u>52.50</u>
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Refreshment stand, sale of soft drinks only, each location	50.00	<u>52.50</u>
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Bicycle shop, repair only	50.00	<u>52.50</u>
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Billiards, pool:

First table	100.00	<u>105.00</u>
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Each additional table	10.00	<u>10.50</u>
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Blood pressure machines	25.00	<u>26.25</u>
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Blueprint, photostat or similar service	80.00	
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Boats:

Accessories: See "Merchant."

Builders: See "Manufacturing."

Charter or rental	100.00	<u>105.00</u>
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Dealers	100.00	<u>105.00</u>
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Repair and service	112.50	<u>118.00</u>
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Storage	100.00	<u>105.00</u>
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Bonding company (see "Insurance"):

Individual	100.00	<u>105.00</u>
Bookkeeping service (if not licensed accountant)	80.00	<u>84.00</u>
Book/video entertainment items (adult sales)	3,125.00	<u>3,281.25</u>
Broker:		
Merchandise	100.00	<u>105.00</u>
Mortgage	100.00	<u>105.00</u>
Stocks, bonds and other:		
Dealer	127.50	<u>134.00</u>
Individual (not employed by dealer)	100.00	<u>105.00</u>
Builder, speculator and/or developer	150.00	<u>157.50</u>
Business advisory services	100.00	<u>105.00</u>
Business machine rentals	80.00	<u>105.00</u>
Bus station, interstate business	100.00	<u>105.00</u>
Carnival, per day (including side shows)	150.00	<u>157.50</u>
Each concession stand, per day	80.00	<u>84.00</u>
Caterer	80.00	<u>84.00</u>
Character reading	3,125.00	<u>3,281.25</u>
Christmas tree stand (season only)	40.00	<u>42.00</u>
Circus:		
Shows and tent shows, per day	375.00	<u>393.75</u>
Each side show, concession stand, booth, per day	50.00	<u>52.50</u>
Parade, circus held in city	100.00	<u>105.00</u>
Clairvoyant	3,125.00	<u>3,281.25</u>
Cleaning, press and dye:		
Plant (ten or less employees)	112.50	<u>118.00</u>
Each additional employee	2.00	<u>2.10</u>

Branch or collection agency	50.00	<u>52.50</u>
Laundry and linen service	100.00	<u>105.00</u>
Diaper service	60.00	<u>63.00</u>
Clothing or costume rental	60.00	<u>63.00</u>
Community residential or family care home	100.00	<u>105.00</u>
Consignment shop	60.00	<u>63.00</u>
Contest company	300.00	<u>315.00</u>
Contractor, building:		
Class A	157.50	<u>165.25</u>
Class B	105.00	<u>110.25</u>
Class C	70.00	<u>73.50</u>
Subcontractors		
Armored cars (Brinks, etc.)	70.00	<u>73.50</u>
Block mason	70.00	<u>73.50</u>
Brick mason	70.00	<u>73.50</u>
Concrete, sidewalks, etc.	70.00	<u>73.50</u>
Doors (garage)	70.00	<u>73.50</u>
Electrical (licensed)	70.00	<u>73.50</u>
Floor surfacing	70.00	<u>73.50</u>
Framing and finishing	70.00	<u>73.50</u>
Gasfitter	70.00	<u>73.50</u>
General repair	70.00	<u>73.50</u>
Glass installer	70.00	<u>73.50</u>
House mover	70.00	<u>73.50</u>
Insulation contractor	70.00	<u>73.50</u>
Janitorial	70.00	<u>73.50</u>

Landscaping or lawn care	70.00	<u>73.50</u>
Lathe and plastering	70.00	<u>73.50</u>
Mechanical (air conditioning)	70.00	<u>73.50</u>
Paint contractor	70.00	<u>73.50</u>
Paper hanger	70.00	<u>73.50</u>
Paving contractor	70.00	<u>73.50</u>
Pipeline contractor	70.00	<u>73.50</u>
Plumbing contractor (licensed), master	70.00	<u>73.50</u>
Roofer	70.00	<u>73.50</u>
Septic tank company	70.00	<u>73.50</u>
Small appliances	70.00	<u>73.50</u>
Other	70.00	<u>73.50</u>
Convalescent home or nursing home	100.00	<u>105.00</u>
Credit and loan agency	262.50	275.50
Currency exchange	100.00	105.00
Dancing	112.50	<u>118.00</u>
Dancing (adult entertainment)	3,125.00	<u>3,281.25</u>
Decorator, interior	80.00	<u>84.00</u>
Delicatessen	80.00	<u>84.00</u>
Designer, clothing and industrial	80.00	<u>84.00</u>
Diver	80.00	<u>84.00</u>
Divine healer	3,125.00	<u>3,281.25</u>
Employment agency	80.00	<u>84.00</u>
Engraving, printing and lithography:		
One employee	70.00	<u>73.50</u>
Each additional employee	10.00	<u>10.50</u>

Equipment rental:

Small tools, machines, etc.~~80.00~~ 84.00

Heavy equipment~~120.00~~ 126.00

Florist~~70.00~~ 73.00

Fortuneteller~~3,125.00~~ 3,281.25

Fruit shipper (not licensed packer)~~80.00~~ 84.00

Retail~~80.00~~ 84.00

Wholesale~~80.00~~ 84.00

Packer~~80.00~~ 84.00

Furniture refinishing, reupholstery~~80.00~~ 84.00

Gas contractor~~60.00~~ 63.00

Dealer~~50.00~~ 50.00

Gun dealer (including repairs)~~100.00~~ 105.00

Gunsmith, repair only~~70.00~~ 73.50

Hearing aid agent or dealer~~80.00~~ 84.00

Hospital:

50 beds or less~~225.00~~ 236.25

51 beds or over~~337.50~~ 354.25

Ice sales station~~50.00~~ 52.50

Income tax consultant~~100.00~~ 105.00

Insurance:

Placed in city by local agent~~70.00~~ 73.50

Adjustor~~60.00~~ 63.00

Agency~~50.00~~ 52.50

Agent, each additional of licensed agency~~20.00~~ 21.00

Not connected with city-licensed agency~~70.00~~ 73.50

Insurance companies: Each insurance company writing life, fire, accident, health, public liability, indemnity, motor vehicle, industrial, or other type or form of insurance within the corporate limits and either represented by local travelling or itinerant agent or representative~~100.00~~
105.00

Investment counselor~~112.50~~ 118.00

Junk collector, each truck~~80.00~~ 84.00

Kennel, over three dogs~~100.00~~

Kindergarten or nursery~~80.00~~

Laboratory:

Single employee~~80.00~~

Each additional employee~~10.00~~

Laundry:

Hand (one employee)~~50.00~~ 52.50

Each additional employee~~2.00~~ 2.10

Plant~~112.50~~ 118.00

Branch or collection agency~~60.00~~ 63.00

Loan, finance or consumer discount, small loans~~262.50~~ 275.50

Locksmith~~60.00~~ 63.00

Mail order establishment~~80.00~~ 84.00

Maintenance work, NOC~~70.00~~ 73.50

Manicurist (each)~~20.00~~ 21.00

Manufacturing, fabricating, processing~~112.50~~ 118.00

Market, including meat or fish~~60.00~~ 63.00

Mental healer~~1,250.00~~ 1,312.50

Merchant:

Stock value \$2,000.00 or less~~60.00~~ 63.00

All over \$2,000.00, per \$1,000.00 or any part~~4.00~~ 4.20

Messenger or package dealer service:

First vehicle~~50.00~~ 52.50

Each additional vehicle~~20.00~~ 21.00

Modeling (adult entertainment)~~3,125.00~~ 3,281.25

Motorcycles, scooters, etc.:

Dealer (includes service and repair)~~70.00~~ 73.50

Service (repair only)~~50.00~~ 52.50

Rental (separate license)~~50.00~~ 52.50

Moving and transfer company~~100.00~~ 105.00

Music machine:

Dealer or lessor~~80.00~~ 84.00

Operator or lessee, each machine~~20.00~~ 21.00

Musician, street (permit required)~~80.00~~ 84.00

Newspaper or periodical, publishing or printing~~125.00~~ 131.25

Nursery~~50.00~~ 52.50

Nursery school~~80.00~~ 84.00

Nursing home~~100.00~~ 105.00

Palmist~~3,125.00~~ 3,281.25

Patrol, night patrol or watchman~~60.00~~ 63.00

Pawnbroker~~262.50~~ 275.50

Pet shop~~60.00~~ 63.00

Petroleum products:

Bottled gas~~112.50~~ 118.00

Gasoline, oil, fuel oil:

Delivery and/or sales~~50.00~~ 52.50

Wholesale or bulk plant~~112.50~~ 118.00

Photographer:

Maintaining place in city~~60.00~~ 63.00

Traveling or agent~~112.50~~ 118.00

Phrenologist~~3,125.00~~ 3,281.25

Physical culturist~~70.00~~ 73.50

Piano tuner~~50.00~~ 52.50

Plating and anodizing~~80.00~~ 84.00

Printer~~100.00~~ 105.00

Professional:

Accountants, architects, artists, etc.~~100.00~~ 105.00

Consultants, advertising, business, statistical, etc.~~100.00~~
105.00

Doctors, MD, DO, DDS, etc.~~112.50~~ 118.00

Engineers, chemical, electrical, industrial, etc.~~100.00~~ 105.00

Licensed health professional (e.g. massage therapist, dietitian, etc.)
.....~~100.00~~ 105.00

Taxidermist~~100.00~~ 105.00

Promoter~~300.00~~ 315.00

Public relations counselor~~100.00~~ 105.00

Radio-TV service and repair~~100.00~~ 105.00

Radio-TV sales: See "Merchant."

Recreation vehicle park, per recreation vehicle lot~~25.00~~ 26.25

Real estate:

Broker~~80.00~~ 84.00

Salesman~~20.00~~ 21.00

Refuse collection, garbage, outside collectors~~125.00~~ 131.25

Rental (adult entertainment items)~~3,125.00~~ 3,281.25

Rental units, single-family, multifamily, hotel, motel:

Units one to five, per unit~~10.00~~ 10.50

Unit six and over, per unit~~8.00~~ 8.40

Restaurant:

Carryout~~37.50~~ 39.25

One to 10 seats~~50.00~~ 52.50

11 to 25 seats~~60.00~~ 63.00

26 to 50 seats~~80.00~~ 84.00

51 to 100 seats~~100.00~~ 105.00

Over 100 seats~~125.00~~ 131.25

Drive-in~~70.00~~ 73.50

Stand or counter without seats~~30.00~~ 31.50

School, studio and instruction: art, arts and crafts, auto driving, barber, beautician, bridge, business, dancing, dramatics, golf, model or charm, music, sewing, skiing, tennis, trade, etc.~~60.00~~ 63.00

Self-service laundry and dry cleaning:

Dry cleaning:

First machine~~50.00~~ 52.50

Each additional machine~~2.00~~ 2.10

Shoe repair~~50.00~~ 52.50

Shuffleboard:

First table or court~~70.00~~ 73.50

Each additional table or court~~10.00~~ 10.50

Sign manufacturing~~80.00~~ 84.00

Soda fountain~~50.00~~ 52.50

Soft water equipment~~80.00~~ 84.00

Solicitation, telephone office~~225.00~~ 236.25

Storage space rental, outdoor~~80.00~~ 84.00

Swimming pool maintenance~~60.00~~ 63.00

Tailor, dressmaker~~50.00~~ 52.50

Taxicab:

First vehicle, each company~~50.00~~ 52.50

Each additional vehicle~~10.00~~ 10.50

Each driver (to be checked by designated law enforcement agency)
.....~~6.00~~ 6.30

Telegraph company or agent~~100.00~~ 105.00

Theater~~300.00~~ 315.00

Theater (adult)~~3,125.00~~ 3,281.25

Trading or discount stamp company~~150.00~~ 157.50

Trailer/mobile home parks:

One to 10 trailers/mobile homes~~100.00~~ 105.00

11 to 25 trailers/mobile homes~~150.00~~ 157.50

26 to 100 trailers/mobile homes~~300.00~~ 315.00

Over 100 trailers/mobile homes~~450.00~~ 472.50

Trailers:

Cargo, sales and service rental~~60.00~~ 63.00

House, dealer rental~~50.00~~ 52.50

Broker~~100.00~~ 105.00

Rental:

Combination, cargo and house~~80.00~~ 84.00

Transport service~~80.00~~ 84.00

Vacuum cleaner sales, service and repair~~60.00~~ 63.00

Vending machines:

Dealer~~50.00~~ 52.50

Operator or lessee:

Less than \$0.25, each~~4.00~~ 4.20

\$0.25 or more, each~~10.00~~ 10.50

Warehouse, bonded or storage~~80.00~~ 84.00

Per 1,000 square feet (minimum)~~40.00~~ 42.00

2,000 square feet to 10,000 square feet, per 1,000 square feet~~10.00~~
10.50

All over 10,000 square feet, per 1,000 square feet~~20.00~~ 21.00

Water:

Bottler~~100.00~~ 105.00

Combined (bottler and dealer)~~100.00~~ 105.00

Combined (bottler, dealer and cooler rental)~~120.00~~ 126.00

Cooler rental~~50.00~~ 52.50

Dealer~~80.00~~ 84.00

Spring or distilled~~80.00~~ 84.00

Watch and clock repair~~60.00~~ 63.00

Unclassified/residential occupation~~60.00~~ 63.00

Section 2. – The provisions of this Ordinance shall be deemed severable. If any part of this Ordinance is deemed unconstitutional or unenforceable by a court of competent jurisdiction, it shall not affect the constitutionality of other portions of this Ordinance.

Section 3. – This Ordinance shall become effective immediately upon its final passage and adoption in the manner provided by law.

ADOPTED ON FIRST READING at a meeting of the City Commission of the City of Indian Rocks Beach, Florida, held on the 8th day of September, 2026.

ATTEST:

Lorin A. Kornijtschuk, City Clerk

Lan Vaughan, Mayor/Commissioner

PUBLISHED the 23rd day of September , 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 13th day of October, 2026.

ATTEST:

Lorin A. Kornijtschuk, City Clerk

Lan Vaughan, Mayor/Commissioner

Approved as to form and legal sufficiency:

Matthew E. Maggard, City Attorney

AGENDA ITEM NO. 7.4

ACTION ITEM

Approval of Piggyback Agreement
for Professional Services with Kimley Horn
for Land Development Regulation Review

**INDIAN ROCKS BEACH CITY COMMISSION
AGENDA MEMORANDUM**

MEETING OF: September 8, 2026 **AGENDA ITEM:** 7.4

ORIGINATED BY: Ryan Henderson, City Manager

AUTHORIZED BY: Ryan Henderson, City Manager

SUBJECT: Approval of Piggyback Agreement for Professional Services with Kimley Horn for Land Development Regulation Review

BACKGROUND:

At the April 14, 2026, City Commission Meeting, staff presented a work session item discussing the need to update the City's Land Development Regulations. The Land Development Regulations (LDR'S) have not gone under review or have had any significant updates since created in 1981. There are numerous items that staff believe need to be clarified and/or updated.

ANALYSIS:

To help the City and the Planning and Zoning Commission adequately assess and modify the LDR's, staff recommends hiring Kimley-Horn for Professional Services. Kimley-Horn will prepare a preliminary draft of the LDRs in a strikethrough underline of the following, but not limited to, sections of the LDRs:

- Sec 110-131 (1) (g), Sec 110-1 - Building Heights
- Sec. 110-135.(13) - Paid Parking
- Sec. 110-131.(5) (f) - Setbacks
- Sec. 94-86. (a) (1) - Dock Setbacks
- Sec. 14-34. - Design Flood Elevation
- Sec. 110-375 - Parking Stall and Aisle Dimensions
- Sec. 110-313. - Accessory Structures
- Chapter 106 - Landscaping Requirements
- Sec. 110-103. - Modification of Nonconforming Structure
- Sec. 110-241. - Stairs to Front Entrance in Front Yard Setback
- Section 110-344 (4) – Pools (Non Waterfront Setbacks)
- 110-241-(1) (2) 2. - Rear yard

Kimley-Horn will perform the services in a 4-month timeframe from the Notice to Proceed (NTP) date. Optional tasks will be performed on a schedule agreed upon between the Consultant Project Manager and the Client Project Manager.

FISCAL IMPACT:

Kimley-Horn will perform the services in Tasks 1 - 3 for the total lump sum labor fee of \$35,500, **funded in the Planning & Zoning budget under consulting services.**

Task 1: Project Management, Coordination, and Meetings (\$5,000)

Task 2: LDR Strikethrough Underline (\$20,000)

Task 3: Presentations and Hearings (\$10,500)

ATTACHMENTS:

1. Piggyback Agreement for Professional Services with Kimley Horn
2. Forward Pinellas Original Agreement with Kimley Horn- Exhibit A
3. Scope of Services with Kimley Horn- Exhibit B

AGREEMENT FOR PROFESSIONAL PLANNING SERVICES

Piggyback Agreement Pursuant to Forward Pinellas Agreement for Planning Support Services

THIS AGREEMENT (this “Agreement”) is made and entered into this ____ day of _____, 2026, by and between **Kimley-Horn and Associates, Inc.**, a North Carolina corporation authorized to do business in the State of Florida, whose address is 200 Central Avenue, Suite 600, St. Petersburg, FL 33701 (“Consultant”) and the **City of Indian Rocks Beach**, a Florida municipal corporation, whose address is 1507 Bay Palm Boulevard, Indian Rocks Beach, FL 33785 (“City”).

WHEREAS, Forward Pinellas competitively procured an Agreement for Planning Support Services with Consultant through Request for Proposals No. 23-0365, effective August 2, 2023 (the “Forward Pinellas Agreement”), attached hereto as **Exhibit “A”**; and

WHEREAS, Forward Pinellas and Consultant executed a First Amendment to the Forward Pinellas Agreement on March 11, 2026, exercising the first renewal option and extending the agreement through June 30, 2028 (the “First Amendment”); and

WHEREAS, Article 25 of the Forward Pinellas Agreement provides that Consultant “agrees to make the prices and terms under this AGREEMENT available to any other governmental entity, should any such governmental entity desire to purchase under the terms and conditions of this AGREEMENT,” and defines “governmental entity” to include municipalities; and

WHEREAS, Section 2-332(b)(1) of the City of Indian Rocks Beach Code of Ordinances exempts from competitive bidding requirements “[p]urchases or contracts bid by another governmental agency”; and

WHEREAS, the City desires to retain Consultant to perform Land Development Regulation Review services as more particularly described in Consultant’s proposal dated July 9, 2026,(the “Proposal”) attached hereto as **Exhibit “B”**; and

WHEREAS, Consultant has consented to extend the prices and terms of the Forward Pinellas Agreement to the City pursuant to Article 25 thereof; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 - DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below:

“Agreement” means this Agreement for Professional Planning Services (Land Development Regulation Review), including all exhibits and attachments hereto.

“City” means the City of Indian Rocks Beach, Florida, a Florida municipal corporation.

“Consultant” means Kimley-Horn and Associates, Inc., a North Carolina corporation.

“Forward Pinellas Agreement” means that certain Agreement for Planning Support Services between Forward Pinellas and Consultant effective August 2, 2023, as amended by the First Amendment dated March 11, 2026.

“Notice to Proceed” or “NTP” means written authorization from the City Manager directing Consultant to commence performance of the Services.

“Services” means the professional planning services to be performed by Consultant as described in the Scope of Services attached hereto as Exhibit “B”.

ARTICLE 2 - PIGGYBACK AUTHORIZATION AND INCORPORATION BY REFERENCE

2.1 Authorization. This Agreement is entered into pursuant to the City’s authority under Section 2-332(b)(1) of the City Code of Ordinances, which exempts from competitive bidding requirements purchases or contracts bid by another governmental agency. The Forward Pinellas Agreement was competitively procured by Forward Pinellas, a governmental agency, through RFP 23-0365. Consultant has consented, pursuant to Article 25 of the Forward Pinellas Agreement, to make the prices and terms of that agreement available to the City.

2.2 Incorporation by Reference. The terms and conditions of the Forward Pinellas Agreement, as amended by the First Amendment (collectively, the “Incorporated Terms”), are hereby incorporated by reference into this Agreement as though fully set forth herein, except to the extent that such terms are inconsistent with the City-specific provisions of this Agreement, in which case the City-specific provisions shall control.

2.3 Conflict. In the event of any conflict or inconsistency between the provisions of this Agreement and the Incorporated Terms, the provisions of this Agreement shall govern and control. In the event of any conflict between the body of this Agreement and any exhibit hereto, the body of this Agreement shall govern.

ARTICLE 3 - SCOPE OF SERVICES

3.1. Services. Consultant shall perform the professional planning services described in Consultant’s Letter Agreement for Professional Services for Indian Rocks Beach Land Development Regulation Review, dated July 9, 2026, which is attached hereto and incorporated herein as Exhibit “B” (the “Scope of Services”).

3.2. Additional Services. Services not specifically described in Exhibit “B” shall constitute additional services and shall require prior written authorization from the City Manager. Any additional services shall be compensated as mutually agreed in writing prior to commencement.

ARTICLE 4 - TERM

4.1. Term. The Services shall be completed within four (4) months from the date of issuance of a Notice to Proceed by the City. In no event shall the term of this Agreement extend beyond June 30, 2028, the expiration date of the Forward Pinellas Agreement as extended by the First Amendment.

4.2. Time is of the Essence. Time is of the essence with respect to Consultant’s performance of the Services under this Agreement.

ARTICLE 5 - COMPENSATION

5.1. Lump-Sum Fee. The City shall pay Consultant a total lump-sum fee of Thirty-Five Thousand Five Hundred Dollars (\$35,500.00) for the complete and satisfactory performance of all Services described in Exhibit “B”.

5.2. Invoicing. Consultant shall submit monthly invoices to the City based upon the overall percentage of Services performed during the preceding month. Each invoice shall include a description of Services performed, the percentage of completion for each task, and the Kimley-Horn project number.

5.3. Payment. The parties agree that the City shall have forty-five (45) days from the date of invoice to provide payment pursuant to Florida Statute section 218.74.

Section 5.4. Final Payment.

Final payment shall not be made until all Services have been satisfactorily completed and all deliverables have been received and accepted by the City.

ARTICLE 6 - WORK PRODUCT AND OWNERSHIP

6.1. Work Product Ownership: All records, documents, plans, reports, draft land development regulations, ~~strikethrough/underline~~ documents, presentations, graphics, and other materials prepared or developed by Consultant under this Agreement (‘Work Product’) shall become the property of the City upon creation. Consultant may retain copies for its files and internal use. Notwithstanding the Incorporated Terms, ownership of Work Product prepared for the City under this Agreement shall vest in the City rather than Forward Pinellas.

6.2. Background Intellectual Property: Consultant retains all rights in any pre-existing intellectual property, methodologies, or proprietary tools (‘Background IP’). Consultant grants the City an irrevocable, non-exclusive, royalty-free license to use such Background IP solely as incorporated in the Work Product and solely for the City’s governmental purposes.

6.3. Delivery of Work Product: Upon completion or termination of this Agreement, Consultant shall deliver all Work Product to the City in both native electronic format and PDF within ten (10) business days.

ARTICLE 7 - INDEMNIFICATION

7.1 Consultant Indemnification. To the extent permitted by Section 725.08, Florida Statutes, Consultant shall indemnify and hold harmless, but shall not defend, the City, its officers, agents, and employees from and against any and all claims, damages, losses, liabilities, and reasonable attorney's fees and costs, but only to the extent caused by the negligent acts, errors, or omissions of Consultant, its officers, agents, employees, or subconsultants in the performance of professional services under this Agreement. The indemnification obligation under this section shall not be construed to negate, abridge, or reduce any other right or obligation of indemnity that would otherwise exist.

7.2. Sovereign Immunity. Nothing in this Agreement shall be deemed a waiver of the City's sovereign immunity or the limitations of liability set forth in Section 768.28, Florida Statutes. The City does not waive sovereign immunity or extend liability beyond the limits established by law.

7.3. Limitation on Indemnification.

The monetary limitation on the extent of Consultant's indemnification obligation pursuant to Section 725.08, Florida Statutes, shall be the total compensation paid under this Agreement, including any amendments thereto.

ARTICLE 8 - PUBLIC RECORDS

8.1. Compliance with Public Records Law. Consultant shall comply with the requirements of Chapter 119, Florida Statutes, and specifically Section 119.0701, Florida Statutes, as applicable to service providers contracting with public agencies. Consultant specifically agrees to:

- (a) Keep and maintain public records required by the City to perform the Services.
- (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the City.
- (d) Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the Services. If the Consultant transfers all public records to the City upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the

Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Section 8.2. Public Records Notice. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, LORIN A. KORNIJTSCHUK AT: (727) 595-2517 OR LORINK@IRBCITY.COM OR CITY CLERK – CITY OF INDIAN ROCKS BEACH - 1507 BAY PALM BOULEVARD, INDIAN ROCKS BEACH, FLORIDA 33785.

ARTICLE 9 - TERMINATION

9.1. Termination for Convenience. The City may terminate this Agreement for convenience at any time upon thirty (30) days' prior written notice to Consultant. In the event of such termination, Consultant shall be compensated for all Services satisfactorily performed and all authorized reimbursable expenses incurred through the effective date of termination.

9.2. Termination for Cause. Either party may terminate this Agreement for cause upon fifteen (15) days' written notice to the other party specifying the nature of the default. The defaulting party shall have fifteen (15) days from receipt of such notice to cure the default. If the default is not cured within the cure period, the non-defaulting party may terminate this Agreement immediately upon written notice.

9.3. Payment Upon Termination. Upon termination for any reason, Consultant shall be paid for all Services satisfactorily completed and expenses properly incurred through the date of termination, based upon the percentage of Services completed. In no event shall the total compensation exceed the amount set forth in Article 5.

9.4. Delivery of Work Product. Upon termination, Consultant shall deliver to the City all Work Product, whether completed or in progress, in accordance with Section 6.3 of this Agreement.

ARTICLE 10 - GENERAL PROVISIONS

10.1. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of law principles.

10.2. Venue. Any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the courts of Pinellas County, Florida, or the United States District Court for the Middle District of Florida, Tampa Division. Each party consents to the exclusive jurisdiction of such courts.

10.3. Independent Contractor. Consultant is an independent contractor and not an employee, agent, joint venturer, or partner of the City. Nothing in this Agreement shall be construed to create an employer-employee relationship. Consultant shall have no authority to bind the City or to make any representation on its behalf.

10.4. Non-Discrimination. Consultant shall not discriminate against any person in its operations, activities, or delivery of services on the basis of race, color, religion, national origin, sex, age, disability, marital status, familial status, sexual orientation, or gender identity. Consultant shall affirmatively comply with all applicable provisions of federal, state, and local equal opportunity laws, rules, and regulations.

10.5. Compliance with Laws. Consultant shall comply with all applicable federal, state, and local laws, ordinances, codes, rules, and regulations in the performance of the Services.

10.6. Conflict of Interest. Consultant represents that it has no conflicts of interest that would prevent it from performing the Services in an objective and impartial manner. Consultant shall promptly disclose to the City any potential conflict of interest that arises during the term of this Agreement.

10.7. Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining provisions, and the invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable.

10.8. Waiver. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of such provision or the right to enforce it at a later time. All waivers must be in writing and signed by the waiving party.

10.9. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the parties hereto. Nothing in this Agreement shall create any right, claim, or benefit in any third party, and no third party shall have any right to enforce any provision of this Agreement.

10.10. Force Majeure. Neither party shall be liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, government actions, epidemics, fire, flood, or strikes ("Force Majeure Event"). The affected party shall promptly notify the other party and use reasonable efforts to mitigate the effects of the Force Majeure Event.

10.11. Insurance. Consultant shall procure and maintain, at its sole cost and expense, during the term of this Agreement, insurance coverage meeting the minimum requirements set forth in Exhibit C of the Forward Pinellas Agreement, including workers' compensation, commercial general liability (\$1,000,000), professional liability (\$1,000,000), and automobile liability (\$1,000,000). Consultant shall provide the City with a certificate of insurance evidencing such coverage prior to commencing the Services. The City shall be named as an additional insured on the commercial general liability and automobile liability policies. The insurance requirements shall remain in effect throughout the term of this Agreement.

10.12. Limitation of Liability. To the extent the Incorporated Terms include limitations on consequential damages or caps on total liability, such limitations shall not apply to: (a) Consultant's indemnification obligations under Article 7 of this Agreement; (b) claims arising from Consultant's willful misconduct or fraud; or (c) Consultant's obligations under Article 8 (Public Records) of this Agreement.

10.13. Records and Audit. Consultant shall maintain all records relating to the Services performed under this Agreement for a minimum of three (3) years following final payment, or the applicable public records retention period, whichever is longer. The City, or its authorized representative, shall have the right to inspect and audit such records upon reasonable notice during regular business hours.

10.14. Assignment and Subcontracting. Consultant shall not assign, transfer, or subcontract any portion of this Agreement or the Services without the prior written consent of the City. Any assignment or subcontract made without such consent shall be void.

10.15. E-Verify. Consultant shall comply with the requirements of Section 448.095, Florida Statutes, regarding the use of the E-Verify system. Consultant shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Consultant shall require all subconsultants performing work under this Agreement to likewise comply with this requirement.

ARTICLE 11 - NOTICES

All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed delivered: (i) upon personal delivery; (ii) upon delivery by nationally recognized overnight courier; or (iii) three (3) business days after deposit in the United States Mail, certified, return receipt requested, postage prepaid, addressed as follows:

To the City:

Ryan Henderson, City Manager
City of Indian Rocks Beach
1507 Bay Palm Boulevard
Indian Rocks Beach, Florida 33785

With a copy to:

Matthew E. Maggard, Esq.
Shumaker, Loop & Kendrick, LLP
13134 US Highway 301
Dade City, Florida 33525

To Consultant:

Kimley-Horn and Associates, Inc.
200 Central Avenue, Suite 600
St. Petersburg, Florida 33701
Phone: (727) 547-3999

Either party may change its notice address by providing written notice to the other party in accordance with this section.

ARTICLE 12 - ENTIRE AGREEMENT AND AMENDMENT

12.1. Entire Agreement. This Agreement, together with its exhibits constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, and understandings, whether written or oral.

12.2. Amendment. This Agreement may not be amended, modified, or supplemented except by a written instrument executed by both parties. No amendment shall be effective unless approved by the City Commission.

ARTICLE 13 - AUTHORIZATION AND EXECUTION

13.2. Consultant Authorization. The undersigned representative of Consultant warrants that he or she is duly authorized to execute this Agreement on behalf of Consultant and to bind Consultant to the terms and conditions herein.

13.3. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

Kimley-Horn and Associates, Inc.

City of Indian Rocks Beach, Florida

Signature _____

Date _____

Lan Vaughn
Mayor/Commissioner

Date

Print Name	Title
------------	-------

ATTEST

Lorin A. Kornijtschuk, CMC Date _____
City Clerk

Matthew E. Maggard
City Attorney

Date

EXHIBIT

A

AGREEMENT FOR PLANNING SUPPORT SERVICES

THIS SERVICES AGREEMENT (AGREEMENT) is made and entered into this 27th 2nd day of July August, 2023, (effective date) by and between FORWARD PINELLAS, in its role as the Pinellas County Metropolitan Planning Organization (MPO) and the Pinellas Planning Council (PPC) (hereinafter referred to as "FORWARD PINELLAS"), and Kimley-Horn and Associates, Inc. including all subconsultants and agents hired on its behalf, (hereinafter referred to as "CONSULTANT"), collectively referred to as the "PARTIES."

WITNESSETH:

WHEREAS, FORWARD PINELLAS requested proposals pursuant to 23-0365 - RFP ("RFP") for Planning Support Services; and

WHEREAS, based upon FORWARD PINELLAS' assessment of the CONSULTANT's proposal, FORWARD PINELLAS selected the CONSULTANT to provide the Services as defined herein; and

WHEREAS, CONSULTANT represents that it has the experience and expertise to perform the Services as set forth in this AGREEMENT.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms, and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the PARTIES agree as follows:

1. Recitals

The recitals set forth above are true and correct and incorporated herein by reference.

2. Services to be Furnished by the CONSULTANT

The services generally described and provided for in Exhibit A (Scope of Services), attached hereto and incorporated herein, which are based upon FORWARD PINELLAS' competitive proposal solicitation 23-0365 - RFP, constitute the Scope of Services that may be performed by the CONSULTANT under this AGREEMENT. Materials or services requested by FORWARD PINELLAS shall be provided by the CONSULTANT in a timely manner.

In the event the services required pursuant to the AGREEMENT include the CONSULTANT preparing and submitting cost estimates to FORWARD PINELLAS, the CONSULTANT, by the exercise of their experience, effort, knowledge and judgment, shall develop such cost estimates as are set forth in, or as may be required under the AGREEMENT. Any opinions or estimates of probable construction costs to be provided under this AGREEMENT by the CONSULTANT are to be made or reviews on the basis of the CONSULTANT'S experience and qualifications and represent the CONSULTANT'S judgment as an experienced and qualified professional, familiar generally with the construction industry. FORWARD PINELLAS agrees that the CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others or control over competitive bidding or market conditions, nor the contractor's methods of determining prices. Therefore, CONSULTANT cannot and does not guarantee that proposals, bids or actual final construction costs will not vary from the opinions or estimates prepared or reviewed by the CONSULTANT. FORWARD PINELLAS may choose to employ an independent cost estimator in order to achieve greater assurance of actual construction costs.

The CONSULTANT shall perform its services under this AGREEMENT in accordance with the care, skill, and diligence ordinarily exercised by professionals providing similar services in the same or similar locale and under similar circumstances to that of the CONSULTANT under this AGREEMENT.

3. Term

The term of this AGREEMENT shall commence on the Effective Date and shall remain in full force for three (3) years, or until termination of the AGREEMENT, whichever occurs first. The term of this AGREEMENT may be extended with two two-year options for renewal upon written mutual agreement of the PARTIES.

4. Services to be Furnished by FORWARD PINELLAS

FORWARD PINELLAS shall provide the CONSULTANT copies of all existing and previously prepared files/documents pertinent to the AGREEMENT, which FORWARD PINELLAS may have in its possession, when available. However, the CONSULTANT shall notify FORWARD PINELLAS as to any other information and documentation needed for the satisfactory completion of its services under the AGREEMENT. The CONSULTANT is entitled and will rely upon the accuracy, completeness, currency and non-infringement of information and data provided by FORWARD PINELLAS or obtained from generally accepted sources within the industry, except to the extent such verification by the CONSULTANT may be expressly required as a defined part of the services. The CONSULTANT will not be responsible for defects in its services attributable to its reliance upon or use of such information and data.

Under no circumstances will FORWARD PINELLAS be held liable or negligent for the perceived or actual inability of any of its employees to locate, retrieve, furnish, supply or provide any of the requested files needed by the CONSULTANT.

FORWARD PINELLAS personnel shall coordinate all releases of information to the public or other outside agencies, unless otherwise discussed and documented by both parties. The CONSULTANT agrees that it shall make no statements, press releases, or publicity releases concerning this AGREEMENT or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this AGREEMENT, or any particulars thereof, during the period of this AGREEMENT without first notifying FORWARD PINELLAS and securing its prior written consent.

Notwithstanding the foregoing, upon completion of the project, CONSULTANT shall have the right to accurately represent their role, contractual relationship, and work performed under this AGREEMENT in client proposals for the purposes of establishing work experience.

5. Invoice Requirements

The CONSULTANT shall be compensated on a reimbursement basis. The CONSULTANT shall submit electronic invoices on a monthly basis. Task work orders will be negotiated on an as-needed basis and may be lump sum or billed based on hourly time worked. All invoices must include a progress report showing the actual tasks performed and their relationship to the fee claimed. All progress reports and invoices shall be emailed to the attention of the FORWARD PINELLAS Executive Director, wblanton@forwardpinellas.org, or his FORWARD PINELLAS staff designee. FORWARD PINELLAS may request additional information and evidence to support

any and all invoices for fees claimed to be earned by the CONSULTANT before FORWARD PINELLAS processes the invoices for payment. Invoices for fees or other compensation for services and expenses shall be submitted to FORWARD PINELLAS in detail sufficient for a proper pre-audit and post-audit. Work completed by Disadvantage Business Enterprises (DBEs) must be reported and those hours worked noted by task with each invoice.

All services to be provided by the CONSULTANT under the provisions of this AGREEMENT shall be in accordance with the professional standard of care. The standard of care applicable to CONSULTANT's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided.

FORWARD PINELLAS shall not approve payment for work done in order to correct negligent acts, errors or omissions on the part of the CONSULTANT. FORWARD PINELLAS in no way obligates itself to check the CONSULTANT's work.

Within 60 calendar days of the AGREEMENT's completion date or termination, the CONSULTANT agrees to submit a final invoice, progress report, a certification of AGREEMENT expenses and third-party audit reports, as applicable.

6. Compensation

Upon the Executive Director or designee's approval of submitted invoices, FORWARD PINELLAS shall make payments as invoiced to the CONSULTANT in accordance with the following terms. These terms are applicable to all fees incurred.

FORWARD PINELLAS agrees to reimburse CONSULTANT for the performance of authorized services described in Exhibit A. Authorized services shall be billed as completed, on a reimbursement basis, and paid in accordance with the Local Government Prompt Payment Act. Hourly rates will be billed as shown in Exhibit B, attached hereto and incorporated herein. Reasonable business expenses for requested travel incurred for the services performed by the CONSULTANT must be pre-approved and follow Forward Pinellas' travel guidelines.

The general cost principle and procedures for negotiation and administration, and the determination or allowance of costs under this AGREEMENT, shall be as set forth in the Code of Federal Regulations, Titles 23, 48 and 49; and other pertinent federal, state, and local regulations, as applicable. In the event there is a conflict between federal, state, and local regulations, the more restrictive of the applicable regulations will govern.

7. Records

The CONSULTANT agrees to establish and maintain a set of accounts within the framework of an established accounting system and procedures that can be identified with the AGREEMENT, in accordance with applicable federal and state regulations and other requirements that FDOT and FHWA may impose.

The CONSULTANT agrees that all checks, payrolls, invoices, contracts, vendors, expenses, orders, or other accounting documents related in whole or in part to the AGREEMENT shall be clearly identified, readily accessible, and available to FORWARD PINELLAS upon its request and, to the extent feasible, kept separate from documents not related to the AGREEMENT. All costs charged to the AGREEMENT, including any approved services contributed by the CONSULTANT

or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers describing the detail in nature and propriety of the charges.

The CONSULTANT agrees to refrain from drawing checks, drafts, or orders for goods or services to be charged against the AGREEMENT until the CONSULTANT has received and filed in its records a properly signed voucher describing in proper detail the purpose for the expenditure.

8. Reporting, Record Retention and Access

The CONSULTANT agrees to maintain intact and readily accessible all data, documents, reports, accounting records, contracts, change order files (including documentation covering negotiated settlements), and supporting materials relating to the AGREEMENT that the federal government, the state government or FORWARD PINELLAS may require during the course of the AGREEMENT and for five years thereafter. Upon request, the CONSULTANT agrees to permit Forward Pinellas, the Secretary of Transportation; the Comptroller General of the United States; and, if appropriate, the State of Florida or their authorized representatives to inspect all AGREEMENT work, materials, payrolls, and other data, and to audit the books, records, and accounts of the CONSULTANT pertaining to the AGREEMENT as required by 49 U.S.C. § 5325(g).

For the purpose of such audits, inspections, examinations and evaluations, Forward Pinellas's agent or authorized representative shall have access to said records from the effective date of the AGREEMENT, for the duration of work, and until five (5) years after the date of final payment by FORWARD PINELLAS to the CONSULTANT pursuant to this AGREEMENT, or the applicable State of Florida public records retention schedule, whichever is longer.

Forward Pinellas' agent or authorized representative shall have access to the CONSULTANT's facilities and all necessary records in order to conduct audits in compliance with this Section. Forward Pinellas' agent or authorized representative shall give the CONSULTANT reasonable advance notice of intended inspections, examinations, and/or audits.

The CONSULTANT agrees that all reports and other documents or information intended for public availability developed under this AGREEMENT and required to be submitted to FORWARD PINELLAS must be prepared and submitted in the original electronic format and in accordance with requirements that FORWARD PINELLAS may specify, understanding that FORWARD PINELLAS reserves the right to request records in other formats.

9. Ownership of Documents

All records, electronic files, documents, plans, specifications, evaluations, reports and other technical data, other than working papers, prepared or developed by the CONSULTANT under this AGREEMENT ("Work Product") shall become the property of FORWARD PINELLAS and shall be made available upon request to FORWARD PINELLAS at any time. All such documents shall be delivered to FORWARD PINELLAS upon completion or termination of this AGREEMENT, provided, however, FORWARD PINELLAS has timely paid CONSULTANT for its services in accordance with this AGREEMENT. The CONSULTANT, at its own expense, may retain copies for its files and internal use.

Any and all reports, documents provided or created in connection with this AGREEMENT are and shall remain the property of FORWARD PINELLAS. In the event of termination of this AGREEMENT, any Work Product prepared by the CONSULTANT, whether finished or unfinished,

shall become the property of FORWARD PINELLAS and shall be delivered to Forward Pinellas' Executive Director within seven (7) days of termination of the AGREEMENT by either party, provided, however, FORWARD PINELLAS has timely paid CONSULTANT for its services in accordance with this AGREEMENT.

However, notwithstanding the foregoing, and any provision to the contrary herein, intellectual property owned or created by any third party other than CONSULTANT, its subconsultants, or FORWARD PINELLAS ("Third-Party Content"), and inventions, improvements, discoveries, methodologies, models, formats, software, algorithms, processes, procedures, designs, specifications, findings, and other intellectual properties developed, gathered, compiled, or produced by CONSULTANT or its subconsultants prior to or independently of their performance of this AGREEMENT ("Background IP"), including such Third-Party Content or Background IP that CONSULTANT or its subconsultants may employ in its performance of this AGREEMENT, or may incorporate into any part of the Work Product, shall not be the property of FORWARD PINELLAS. CONSULTANT, or its subconsultants as applicable, shall retain all rights, titles, and interests, including but not limited to all ownership and intellectual property rights, in all such Background IP. CONSULTANT, and its subconsultants as applicable, grant FORWARD PINELLAS an irrevocable, non-exclusive, non-transferable, royalty-free license in perpetuity to use, reproduce, prepare derivative works based upon, distribute, disclose, derive from, perform, and display, such Background IP, but only as an inseparable part of, and only for the purpose, intended by creation of, the Work Product. In the event the Work Product contains or incorporates any Third-Party Content, or derivative work based on such Third-Party Content, or any compilation that includes such Third-Party Content, CONSULTANT shall secure all licenses to any such Third-Party Content, but only as an inseparable part of the Work Product, where such licenses are necessary for FORWARD PINELLAS to utilize and enjoy CONSULTANT'S services and the Work Product for their intended purposes. Any use of CONSULTANT'S Work Product for any other project or purpose not authorized in writing by CONSULTANT, any changes to the Work Product made by anyone other than CONSULTANT, and any use of incomplete Work Product shall be at FORWARD PINELLAS' or any other user's sole risk, and CONSULTANT shall bear no liability for any such unauthorized use, reuse, or modifications to the Work Product. FORWARD PINELLAS agrees to indemnify, defend and hold CONSULTANT and its officers, agents and employees harmless, from any claims, losses, damages, costs, including without limitation attorneys' fees, arising out of any such use, reuse, or modifications to any of the Work Product not authorized by CONSULTANT.

10. Indemnification

To the extent allowed under Florida Statute §725.08, the CONSULTANT shall indemnify and hold harmless, but not defend, FORWARD PINELLAS from all damages, losses, and judgements, including reasonable attorneys' fees and expenses recoverable under applicable law, on account of any injuries or damages received or sustained by any person, persons, or property, but only to the extent they are caused by the negligent acts, errors, or omissions of the CONSULTANT in the performance of its professional services under this AGREEMENT. Notwithstanding, nothing herein shall be construed as a waiver of either party's sovereign immunity, or limitation thereof beyond Florida Statute §768.28.

The CONSULTANT shall pay FORWARD PINELLAS all losses, damages, expenses, and costs that FORWARD PINELLAS sustains to the proportional extent caused by CONSULTANT'S patent infringements on the part of the CONSULTANT, in connection with the performance of this AGREEMENT.

11. Required Certifications

The CONSULTANT shall obtain, execute and comply with the following certifications:

Insurance. The CONSULTANT shall obtain adequate insurance and provide a certificate of said insurance pursuant to Exhibit C.

Truth-In-Negotiation and Public Entity Crimes Certification. The CONSULTANT agrees to execute the Truth-In-Negotiations Certificate as required by Section 11.45, Florida Statutes, attached to this AGREEMENT as Exhibit, as well as a Public Entity Crimes Certificate, as required by Section 287.133(3)(a), Florida Statutes, and attached to this Agreement as Exhibit D. The original AGREEMENT price and any additions thereto shall be adjusted to exclude any significant sums by which FORWARD PINELLAS determines the AGREEMENT price was increased due to inaccurate or incomplete factual unit costs. All such AGREEMENT adjustments shall be made within one (1) year following the end of the AGREEMENT.

Lobbying. In connection with this AGREEMENT, the CONSULTANT is required to complete Exhibit E "Certification Regarding Lobbying."

Debarment, Suspension, and Other Responsibility Matters. In connection with this AGREEMENT, the CONSULTANT is required to complete Exhibit F "Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions."

12. Default and Termination

If the CONSULTANT fails to keep or perform any of the terms, covenants, conditions or provisions in this Agreement that the Auditor is required to keep or perform, then within fifteen (15) days of FORWARD PINELLAS becoming aware of the default, FORWARD PINELLAS shall notify the CONSULTANT of the default and demand the default to be cured. Upon receipt of said notice, the CONSULTANT shall have fifteen (15) days from the date of the receipt to cure said default. FORWARD PINELLAS shall have the right to temporarily withhold payment pending correction of any identified deficiencies or disallow funding for all or part of an activity not in compliance with this AGREEMENT. All defaults shall be cured at the sole cost of the CONSULTANT.

Upon the CONSULTANT's failure to cure such default, FORWARD PINELLAS may terminate this AGREEMENT and may seek any and all such other remedies available in law or equity. Should FORWARD PINELLAS need to pursue any available remedies as a result of the CONSULTANT's default, FORWARD PINELLAS shall be entitled to recover damages. Failure to elect any of the available remedies upon the occurrence of any default shall not operate as a waiver of any further election of remedies.

If FORWARD PINELLAS fails to keep or perform any of the terms, covenants, conditions or provisions in this AGREEMENT that FORWARD PINELLAS is required to keep or perform, then within fifteen (15) days of CONSULTANT becoming aware of the default, CONSULTANT shall notify FORWARD PINELLAS of the default and demand the default to be cured. Upon receipt of said notice, FORWARD PINELLAS shall have fifteen (15) days from the date of the receipt to cure said default. CONSULTANT shall have the right to temporarily suspend services until the default is cured. Upon FORWARD PINELLAS' failure to cure such default, CONSULTANT may immediately terminate this AGREEMENT and may seek any and all such other remedies available

in law or equity. CONSULTANT shall not be held liable for the accuracy or reliability of any partially completed work.

13. Title VI and Disadvantaged Business Enterprise Program

The CONSULTANT, including its subconsultants, will not discriminate on any basis, as required by 49 USC 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex or age in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 USC 2000d through 2000d-4, and Title 49 CFR, Part 21, or any other protected class as defined by state or federal law.

As a recipient of Federal funds, FORWARD PINELLAS is required to administer a Disadvantaged Business Enterprise ("DBE") Program in compliance with all laws, regulations, Executive Orders, and guidance including, but not limited to, 49 CFR Part 26. The FORWARD PINELLAS DBE program also applies to its CONSULTANTS who receive Federal funds through the Florida Department of Transportation ("FDOT"). A race-neutral DBE aspirational goal of 10.65% has been established.

The policy of FORWARD PINELLAS regarding DBEs, as defined in 49 CFR Part 26, includes the following:

1. To ensure equal opportunity to receive and participate in U.S. Department of Transportation (USDOT)-assisted contracts;
2. To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
3. To create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
4. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
5. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
6. To help remove barriers to the participation of DBEs in USDOT-assisted contracts; and
7. To assist the development of firms that can compete successfully in the marketplace outside the DBE Program.

The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts including an obligation to enter DBE commitments and payments into the Equal Opportunity Compliance System (EOC) system. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this AGREEMENT or such other remedy as FORWARD PINELLAS deems appropriate, which may include, but is not limited to: withholding of payments to CONSULTANT under this AGREEMENT; assessing sanctions; assessing liquidated damages; and/or cancellation, termination or suspension of the AGREEMENT in whole or in part; and/or suspension or debarment of the CONSULTANT from eligibility to contract with FORWARD PINELLAS in the future or to receive bid packages or request for proposal packages. FDOT maintains a directory identifying all firms eligible to participate as DBEs as well as supportive services to assist with the identification and use of DBEs.

14. Assignment

The CONSULTANT shall not assign or transfer its interest in this AGREEMENT without the written consent of Forward Pinellas.

15. Fiscal Funding

Forward Pinellas, in both its roles as the MPO and PPC, is a bona fide CONSULTANT of the State of Florida with its fiscal year ending on September 30 of each calendar. If FORWARD PINELLAS does not have sufficient appropriated funds to continue making the payments required under this AGREEMENT or any of its agreements for any fiscal year subsequent to the one in which this AGREEMENT is executed or entered into, including but not limited to the result of the receipt of insufficient funds from the Florida Department of Transportation or Federal Highway Administration, then this AGREEMENT shall be terminated effective upon expiration of the fiscal year in which sufficient funds were last appropriated, without penalty or expense to Forward Pinellas. In this event, FORWARD PINELLAS shall not be obligated to make any further payments due beyond said fiscal year.

16. Prohibition Against Contingency Fees

The CONSULTANT warrants that they have not employed or retained any company or person other than a bona fide employee working solely for the CONSULTANT to solicit or secure this AGREEMENT and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working for the CONSULTANT any fee, commission, percentage, gift, or any other considerations, contingent upon or resulting from this award or making of this AGREEMENT.

17. Observance of Laws

The CONSULTANT agrees to observe, comply with and execute promptly at its expense during the term hereof, all applicable and non-conflicting laws, rules, requirements, orders, directives, codes ordinances, and regulations of any and all governmental authorities or agencies, of all municipal departments, bureaus, boards and officials, of all County, State, and Federal boards and agencies, and of the CONSULTANT's insurance carriers that are then in effect at the time the services are performed hereunder, which to the best of the CONSULTANT's knowledge, information, and belief apply to the CONSULTANT's obligations under this AGREEMENT. If any discrepancy or inconsistency should be discovered between the specifications established for the services and any law, regulation, ordinance, order or decree applicable to the services, CONSULTANT will immediately report such discrepancy or inconsistency to FORWARD PINELLAS and will conform its work to any orders or instructions issued by FORWARD PINELLAS. The CONSULTANT specifically acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et. seq, and regulations relating thereto. Failure to comply with this provision of this AGREEMENT shall be considered a material breach and shall be grounds for immediate termination of this AGREEMENT. If a dispute arises regarding this AGREEMENT, the Laws of Florida shall govern. Proper venue shall be in Pinellas County, Florida.

18. Independent Consultant

The CONSULTANT acknowledges that it is functioning as an independent consultant in performing under the terms of this AGREEMENT, and it is not acting as an employee or agent of Forward Pinellas.

19. Severability

If any provision of this AGREEMENT is held invalid, the remainder of the AGREEMENT will not be affected thereby, and all other parts of this AGREEMENT will remain in full force and effect.

20. Waiver

Waiver of one or more covenants or conditions of this AGREEMENT by FORWARD PINELLAS shall not be construed as a waiver of a subsequent breach of the same covenant or conditions, and the consent or approval by FORWARD PINELLAS to or if any act by the CONSULTANT requiring Forward Pinellas' consent or approval shall not be construed as consent or approval to or of any subsequent similar act by the CONSULTANT.

21. Entire Agreement

This AGREEMENT represents, together with all Exhibits, the entire written AGREEMENT between FORWARD PINELLAS and supersedes all prior communications and proposals, whether electronic, oral, or written between FORWARD PINELLAS and the CONSULTANT with respect to this AGREEMENT. This AGREEMENT may be amended only by written instrument signed by both FORWARD PINELLAS and the CONSULTANT.

22. Notice and Contacts

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

FORWARD PINELLAS:
Whit Blanton, FAICP, Executive Director
310 Court Street
Clearwater, Florida 33756
Wblanton@forwardpinellas.org

CONSULTANT:
Jared Schneider
Associate
Kimley-Horn and Associates, Inc.
200 Central Avenue, Suite 600
St. Petersburg, FL 33701
jared.schneider@kimley-horn.com

If a different representative is designated after the execution of this AGREEMENT, notice of the new addresses will be made in writing.

23. Conflict of Interest

By accepting award of this AGREEMENT, the CONSULTANT, which shall include its Executive Directors, officers and employees, represents that it presently has no interest in and shall acquire no interest, either directly or indirectly, in any business or activity which would conflict in any manner with the performance of services required hereunder, including as described in the CONSULTANT'S own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes, but is not limited to, any direct or indirect financial interest in any of the material and equipment manufacturers, suppliers, distributors, or consultants who will be eligible to supply material and equipment for the AGREEMENT for which furnishing its services is required hereunder.

If, in the sole discretion of Forward Pinellas's Executive Director or designee, a conflict of interest is deemed to exist or arise during the term of the AGREEMENT, Forward Pinellas's Executive Director or designee may cancel this AGREEMENT, effective upon the date so stated in the Written Notice of Cancellation, without penalty to Forward Pinellas.

24. Final Closeout

FORWARD PINELLAS may perform a final audit of the records of the CONSULTANT to support the compensation paid to the CONSULTANT under this AGREEMENT. The audit would be performed as soon as practical after completion and acceptance of all contracted services. The final payment to the CONSULTANT may be adjusted for audit results.

25. Piggybacking

The CONSULTANT agrees to make the prices and terms under this AGREEMENT available to any other governmental entity, should any such governmental entity desire to purchase under the terms and conditions of this AGREEMENT. For purposes of this section, "governmental entity" shall mean all State of Florida agencies, the legislative and judicial branches, political subdivisions, counties, school boards, community colleges, municipalities, transit authorities, special districts, or other public agencies or authorities.

26. Governing Law and Agreement Execution

The laws of the federal government and the State of Florida shall govern this AGREEMENT.

27. Florida Statute 558.0035

Pursuant to FS 558.0035, employees of CONSULTANT may not be held individually liable for damages resulting from negligence under this AGREEMENT.

28. Consequential Damages / Limitation of Liability

In no event shall either party, its parents, affiliates, subsidiaries, directors, officers, and employees, be liable to the other party for any special, incidental, indirect, exemplary, punitive, or consequential losses or damages, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including but not limited to losses of use, anticipated profit from this job or any other job, business reputation or financing. In no event shall either party's liability for damages in any circumstances exceed the Total Contract Value of this

AGREEMENT. This AGREEMENT shall not create or give to any third party any right of action against FORWARD PINELLAS or the CONSULTANT.

29. Force Majeure

If a force, event, or circumstance beyond either parties control interrupts or delays that party's performance, the time of performance shall be equitably adjusted to reflect only the actual days that were the subject of the force majeure.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first written above.

PINELLAS PLANNING COUNCIL AND PINELLAS COUNTY METROPOLITAN PLANNING ORGANIZATION

Attest:

By:



Whit Blanton, FAICP
Forward Pinellas Executive Director

Date:

8/1/23

By:



Janet Long
Forward Pinellas Chair

Date:

8.2.2023

CONSULTANT

Attest:



Jordan Walker, P.E. ENV SP

Date: 07/27/2023

Exhibit A: Scope of Services

Forward Pinellas planning service support needs generally fall within eight categories: multimodal transportation planning and analysis, economic analysis, website design, maintenance and general communications support, urban design, land use and redevelopment, climate resilience, graphic design and renderings, and geographic information systems. Examples of the types of projects that may be authorized over the term of this agreement include, but are not limited to:

- Transportation/Mobility Impact Fee Evaluation and Development
- Complete Streets
- Safety Audits
- Value Capture Scenario Development and Analysis
- Economic Modeling
- Cost-Benefit Analysis
- Website Development and Troubleshooting
- Site Hosting Alternatives Analysis
- Corridor and Streetscape Design
- Gateway, Wayfinding and Signage Plans
- Comprehensive, Activity Center, and Multimodal Corridor Plans
- Form-Based Codes
- Vulnerability and Risk Assessments
- Hurricane Shelter Space Capacity Analysis and Impact Fee Development
- Graphic Design and Visualization
- Writing, Editing and Digital Publication
- Geospatial Dataset Development and Analysis

This CONSULTANT submitted a proposal for RFP 23-0365 Planning Support Services which demonstrated the CONSULTANT'S ability to provide these specialized services. Individual task work orders that align with one or more of the eight categories noted above may be authorized by Forward Pinellas and completed by this firm over the term of this agreement.

Exhibit B: Rate Schedule

Job Classification	Low (\$)	High (\$)
Chief Professional/Project Director	116	350
Project Manager	134	300
Senior Professional	115	265
Project Professional	90	203
Professional	70	166
Senior Specialist	148	425
Specialist	67	238
Senior Technician	75	200
Technician/Analyst	54	140
Secretary/Clerical	60	140

Rate ranges are fully loaded (include overhead, fringe benefits, facility capital cost, operating margin etc.) and apply to the CONSULTANT and any subconsultant(s) the CONSULTANT may use.

Exhibit C: Certificate of Insurance and Insurance Requirements

Minimum Insurance Requirements

Prior to the time the CONSULTANT is entitled to commence any part of the project, work, or service under this agreement, the CONSULTANT shall procure, pay for and maintain at least the insurance coverage limits specified below. Said insurance shall be evidenced by delivery to FORWARD PINELLAS of: a Certificate of Insurance executed by the insurers listing coverages and limits, expiration dates, and terms of policies and all endorsements required by Forward Pinellas, and listing all carriers issuing said policy. The insurance requirement shall remain in effect throughout the term of this agreement.

1. Workers' compensation limits are required by law; employers' liability insurance of not less than \$500,000 for each accident/employee/policy limit.
2. Commercial general liability insurance including, but not limited to, independent CONSULTANT, contractual, premises/operations, products/completed operations, and personal injury covering the liability assumed under indemnification provisions of this Agreement, with limits for liability for personal injury and/or bodily injury, including death, of not less than \$1,000,000 combined single limits. Coverage shall be on an "occurrence" basis.
3. Professional liability insurance with minimum limits of \$1,000,000 per claim and in the annual aggregate; or Claims Made Form with "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage," the CONSULTANT may submit annually to FORWARD PINELLAS current Certificate of Insurance proving claims made insurance remains in force throughout the same (3) years. Any failure to comply with the provisions of this paragraph will be considered a material breach of this Agreement.
4. Comprehensive automobile liability covering owned, hired, and non-owned vehicles with minimum limits of \$1,000,000 each occurrence, and property damage of not less than \$1,000,000 each occurrence. (Combined single limits of not less than \$1,000,000, each occurrence, will be acceptable unless otherwise stated.) Coverage shall be on an occurrence basis. Each insurance policy shall include the following conditions by endorsement to the policy:
 - a. Companies issuing the insurance policy, or policies, shall have no recourse against FORWARD PINELLAS for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of the CONSULTANT.
 - b. The term FORWARD PINELLAS shall include all authorities, boards, bureaus, commissions, divisions, departments, committees, and offices of FORWARD PINELLAS and individual members, employees thereof in their official capacities, and/or while acting on behalf of Forward Pinellas.
 - c. FORWARD PINELLAS shall be endorsed to the required policy or policies as an additional insured exclusive of professional liability insurance and workers' compensation insurance.
 - d. The policies shall be endorsed to provide primary and non-contributory coverage, except for the Professional Liability policy and the Workers' Compensation policy.
5. The CONSULTANT hereby waives subrogation rights for loss or damage against Forward Pinellas except under Professional Liability Insurance.

Exhibit D. Truth in Negotiation Certificate

In compliance with this Agreement dated July 27, 2023, between FORWARD PINELLAS and the CONSULTANT, the CONSULTANT herewith certifies that:

1. The rates of compensation and other factual unit costs supporting the compensation are accurate, complete, and correct at the time of contracting.
2. Any and all limitations on current or future years' contract fees, including any arrangements under which fixed limits on fees will not be subject to reconsideration if unexpected accounting issues are encountered, are disclosed herein.
3. Any and all services to be provided under the above-referenced AGREEMENT at rates or terms that are not customary are described herein.

Annual maximum compensation rate is as specified this AGREEMENT.
Standard compensation rate for this type engagement is as negotiated.



CONSULTANT

By: Jordan Walker, P.E. ENV SP
Date: 07/27/2023

Exhibit E. Public Entity Crimes Certificate

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A). FLORIDA STATUTES ON PUBLIC ENTITY CRIME

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Forward Pinellas

By: Jordan Walker, Associate

(print this individual's name and title)

For: Kimley-Horn and Associates, Inc.

(print name of entity submitting statements)

whose business address is: 421 Fayetteville Street, Suite 600, Raleigh, NC 27601

and if applicable whose Federal Employer Identification Number (FEIN) is: 56-0885615

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(a), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an CONSULTANT or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any CONSULTANT or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

A. A predecessor or successor of a person convicted of public entity crime; or

B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one

person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

 X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

AND (Please indicate which additional statement applies).

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



(Signature)

City of St. Petersburg

STATE OF FLORIDA

Sworn and subscribed before me this 27 day of JULY, 2023 by

X Who is Personally known to me

____ Or who produced identification
(Type of Identification)

Kim

(Signature) Notary Public—State of Florida

KIMTHU BUI

(Printed, typed or stamped commissioned name of notary public)

My commission expires 6/26/27

(SEAL)



Exhibit F: Certificate Regarding Lobbying

49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an CONSULTANT, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any CONSULTANT, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The CONSULTANT, (name), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

 (signature)

Print Name: Jordan Walker

Title: Associate

Date: 07/27/2023

Exhibit G: Certificate Regarding Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions

(1) The prospective primary participant hereby certifies to the best of its knowledge and belief, that it and its principals:

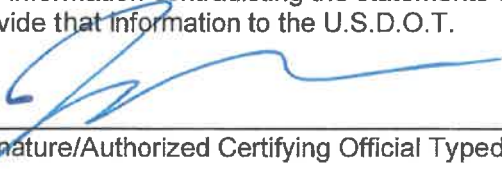
(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or CONSULTANT;

(b) Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in paragraph (b) of this certification; and

(d) Have not, within a three-year period preceding this certification, had one or more public transactions (federal, state or local) terminated for cause or default.

(2) The prospective primary participant also hereby certifies that if, later, it becomes aware of any information contradicting the statements of paragraphs (a) through (d) above, it will promptly provide that information to the U.S.D.O.T.



Signature/Authorized Certifying Official Typed Name and Title

Jordan Walker/Kimley-Horn and Associates, Inc.

Applicant/Organization

07/27/2023

Date Signed

FIRST AMENDMENT TO AGREEMENT

This First Amendment to the Kimley-Horn and Associates Inc. AGREEMENT FOR PLANNING PLANNING SUPPORT SERVICES (hereinafter referred to as "First Amendment") is made and entered into this 11th day of March, 2026, by and between the FORWARD PINELLAS, acting as the Pinellas Planning Council and Pinellas County Metropolitan Planning Organization (hereinafter referred to as "FORWARD PINELLAS") and Kimley-Horn and Associates, Inc., including all subconsultants and agents hired on its behalf, (hereinafter referred to as "CONSULTANT"), collectively referred to as the "PARTIES".

WITNESSETH:

WHEREAS, FORWARD PINELLAS entered into an Agreement for Planning and Support Services (hereinafter referred to as "AGREEMENT") with the CONSULTANT on August 2, 2023; and

WHEREAS, the duration of the AGREEMENT, as set forth in Article 3, Term, of the AGREEMENT, is a three-year period with two (2) optional renewal terms of two (2) years each; and

WHEREAS, the PARTIES wish to exercise the first of the two optional two-year renewal terms, and thereby extend the duration of the AGREEMENT for an additional two (2) years.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the PARTIES hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct and incorporated herein by reference.

2. Renewal Term. The PARTIES agree to exercise the first of the two optional renewal terms pursuant to Article 3 of the AGREEMENT, effectively renewing the AGREEMENT for an additional two (2) year term commencing on July 1, 2026 through June 30, 2028.

3. Full Force and Effect. Unless otherwise amended as set forth herein, all other terms and conditions set forth in the AGREEMENT shall remain in full force and effect without exception.

[Signature Page to Follow]

IN WITNESS WHEREOF, the PARTIES hereto have caused this First Amendment to be executed the day and year first above written.

FORWARD PINELLAS


Whit Blanton (Mar 11, 2026 12:27:54 EDT)

Whit Blanton, Executive Director

Kimley-Horn and Associates, Inc.


Brooke Arriaga, Regional Contract Lead

WITNESS:



WITNESS:



AATF FY2027_GPC_Extension_KHA

Final Audit Report

2026-03-11

Created:	2026-03-11
By:	Tina Jablon (tmjablon@pinellascounty.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjpqkkNMelkQmiUL27JZjUlaTxN4eifO

"AATF FY2027_GPC_Extension_KHA" History

-  Document created by Tina Jablon (tmjablon@pinellascounty.org)
2026-03-11 - 2:25:54 PM GMT
-  Document emailed to Whit Blanton (wblanton@forwardpinellas.org) for signature
2026-03-11 - 2:26:04 PM GMT
-  Email viewed by Whit Blanton (wblanton@forwardpinellas.org)
2026-03-11 - 4:27:38 PM GMT
-  Document e-signed by Whit Blanton (wblanton@forwardpinellas.org)
Signature Date: 2026-03-11 - 4:27:54 PM GMT - Time Source: server
-  Agreement completed.
2026-03-11 - 4:27:54 PM GMT



Adobe Acrobat Sign



July 9, 2026

Mr. Ryan Henderson
City Manager
City of Indian Rocks Beach

Re: Letter Agreement for Professional Services for
Indian Rocks Beach Land Development Regulation Review
Indian Rocks Beach, FL

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this Scope of Services to the City of Indian Rocks Beach ("Client") for the Land Development Regulation Review ("Project").

PROJECT UNDERSTANDING

The City of Indian Rocks Beach seeks to update their Land Development Regulations (LDRs). The LDRs have had no major review or updates since created in 1981. There are numerous sections that need to be clarified or updated to reduce the number of variance requests and increase ease of use.

SCOPE OF SERVICES

TASK 1: PROJECT MANAGEMENT, COORDINATION, AND MEETINGS

The Consultant will communicate with the Client project manager on a regular basis to provide progress reports and to receive direction and feedback. One (1) virtual kick-off meeting will be held to discuss project expectations including invoicing and reporting, data gathering, and all other relevant project information. Up to four (4) additional meetings with City staff, including the City attorney, are included in this task. One of these meetings will be used for a 1-hour work session between City and Consultant staff to review the draft strikethrough underline of the code.

Deliverables:

- One (1) virtual kick-off meeting
- Up to four (4) additional meetings with City Staff

TASK 2: LDR STRIKETHROUGH UNDERLINE

The Consultant will prepare a preliminary draft LDRs in a strikethrough underline of the following sections of the LDRs:

- Sec 110-131 (1) (g), Sec 110-1 - Building Heights
- Sec. 110-135.(13) - Paid Parking
- Sec. 110-131.(5) (f) - Setbacks
- Sec. 94-86. (a) (1) - Dock Setbacks
- Sec. 14-34. - Design Flood Elevation
- Sec. 110-375 - Parking Stall and Aisle Dimensions
- Sec. 110-313. - Accessory Structures
- Chapter 106 - Landscaping Requirements
- Sec. 110-103. -Modification of Nonconforming Structure
- Roof Access
- Sec. 110-241. - Stairs to Front Entrance in Front Yard Setback
- Section 110-344 (4) – Pools (Non Waterfront Setbacks)
- 110-241-(1) (2) 2. - Rear yard

The Consultant will complete the draft strikethrough underline document, including updated graphics, and provide to City staff for review and comment. The Consultant will prepare up to five (5) preliminary illustrative graphics, including 2D graphics and photographs of representative elements to support the text within the LDR. It is understood City staff will consolidate all comments and provide one set of comments to the Consultant for revision. The Consultant will revise the document up to two (2) times based on consolidated City staff comments which may also include comments received from the City Attorney or City's legal counsel. This task does not include any public hearings and meetings for adoption of the zoning district revisions; nor does it include GIS updates to the zoning map.

Deliverables:

- One (1) strikethrough underline of the identified LDR sections

TASK 3: PRESENTATIONS AND HEARINGS

The Consultant will develop one (1) presentation to summarize the LDR recommendations/updates. The Consultant will prepare and present at up to three (3) meetings which may include the Planning and Zoning Board and City Commission.

Deliverables:

- One (1) presentation in PowerPoint format
- Up to three (3) presentations

ADDITIONAL TASKS

Kimley-Horn will undertake, if requested and authorized, additional services for the subject project outside of the scope of services identified above for the study report. These services include, but are not limited to, the following items:

- GIS data development or compilation
- Land planning or legal services
- Grant writing services
- Online surveys
- Review matrix
- Public engagement or meetings not identified in this scope
- Updates to the Comprehensive Plan or
- Updates to the Land Development Code not identified in this scope
- Additional illustrative graphics, renderings, and example imagery not identified in this scope
- Additional presentations and meetings not identified in this scope

SCHEDULE

Kimley-Horn will perform the services listed in Tasks 1-3 in a 4-month timeframe from the Notice to Proceed (NTP) date. Optional tasks will be performed on a schedule agreed upon between the Consultant Project Manager and the Client Project Manager.

FEES AND EXPENSES

Kimley-Horn will perform the services in Tasks 1 - 3 for the total lump sum labor fee of \$35,500.

Task Number & Name		Fee
1	Project Management, Coordination, and Meetings	\$ 5,000
2	LDR Strikethrough Underline	\$ 20,000
3	Presentations and Hearings	\$ 10,500

Lump sum fees and expenses will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn Project number.

AGENDA ITEM NO. 7.5

ACTION ITEM

APPROVAL of the Homes not Hotels, Inc.
Settlement Agreement

**INDIAN ROCKS BEACH CITY COMMISSION
AGENDA MEMORANDUM**

MEETING OF: September 8, 2026 **AGENDA ITEM:** 7.5

ORIGINATED BY: Matthew Maggard, City Attorney

AUTHORIZED BY: Matthew Maggard, City Attorney

SUBJECT: Approval of Settlement Agreement — Homes Not Hotels, Inc. v. City of Indian Rocks Beach, Case No. 25-000615-CI

BACKGROUND:

On or about February 10, 2026, Homes Not Hotels, Inc. (“HNN”), a Florida not-for-profit corporation comprised of concerned Indian Rocks Beach residents and community members, filed a Second Amended Complaint seeking Declaratory and Injunctive Relief and a Writ of Mandamus against the City of Indian Rocks Beach (“City”) in the Circuit Court of the Sixth Judicial Circuit in and for Pinellas County, Florida, Case No. 25-000615-CI (the “Litigation”).

The Complaint alleged that the City failed to fulfill certain duties regarding the licensing and inspection of transient public lodging establishments (short-term rentals) under Section 509.271, *Florida Statutes*; Chapter 18, Article V, City of Indian Rocks Beach Code; the Florida Building Code; the Florida Administrative Code; the Florida Fire Prevention Code; and the Florida Swimming Pool Safety Act. Among other things, the Complaint alleged that the City issued vacation rental registration (VRR) licenses without conducting required inspections, issued VRR licenses to short-term rental owners who did not hold valid Department of Business and Professional Regulation (DBPR) public lodging licenses, and that a substantial number of unregistered short-term rentals were operating within the City without proper registration.

The Complaint asserted three counts: (1) Declaratory Relief, (2) Writ of Mandamus, and (3) Temporary and Permanent Injunction.

Rather than proceed through protracted and costly litigation, the parties have negotiated a settlement agreement that staff believes serves the best interests of the City and its residents.

ANALYSIS:

Staff recommends that the City Commission approve the proposed Settlement Agreement. The key terms of the Settlement Agreement are summarized below:

No Admission of Liability. The Settlement Agreement is entered into solely as a compromise of disputed claims. Nothing in the Agreement shall be deemed or construed as an admission that the

City violated Florida law, the City Charter, the City Code, or any clear, nondiscretionary, ministerial duty.

Acknowledgment and Agreement. Without admitting liability or wrongdoing, the City acknowledges that it will administer its vacation-rental registration program in accordance with applicable Florida statutory requirements, including Section 509.271, *Florida Statutes*; the Florida Administrative Code; the Florida Swimming Pool Safety Act; and Chapter 18, Article V, City Code, as they relate to licensing and registration of transient public lodging establishments and vacation rentals. The City agrees to continue to comply with applicable Florida law and the City Code and to administer its vacation-rental registration program accordingly.

Preservation of Legislative and Enforcement Discretion. Nothing in the Agreement limits the legislative discretion of the City Commission to amend, repeal, replace, or supplement the City Code in accordance with applicable law, nor limits the City's enforcement discretion, privileges, public-records procedures, available resources, or lawful administrative processes. The Agreement does not bind any future City Commission in a manner that restricts its legislative authority or discretion.

Dismissal of Litigation. Upon execution of the Agreement and approval by the City Commission, the parties will file a Stipulation and proposed Agreed Order requesting court approval of the Settlement Agreement, retention of jurisdiction, and dismissal of the Litigation. Dismissal is conditioned upon entry of the Agreed Order.

Attorneys' Fees and Costs. Each party shall bear its own attorneys' fees. The City shall reimburse HNH its reasonable litigation costs in the amount of \$2,972.86.

Amendments. The Agreement may not be changed, modified, or supplemented except by a written instrument executed by both parties. Any material amendment affecting the City's obligations requires City Commission approval at a duly noticed public meeting.

Remedies and Sovereign Immunity. Available remedies include specific performance and injunctive relief. Nothing in the Agreement waives or expands the City's sovereign immunity or any limitation, defense, or protection available under Section 768.28, *Florida Statutes*, or any other applicable law.

Governing Law and Venue. The Agreement is governed by Florida law with venue in Pinellas County, Florida.

City Commission Approval Required. The Settlement Agreement expressly requires approval by the City Commission at a duly noticed public meeting before it becomes effective against the City.

Staff believes the proposed Settlement Agreement represents a reasonable resolution of this matter. The Agreement does not require the City to take any action beyond continuing to administer its

vacation-rental registration program in accordance with existing applicable law and the City Code. It preserves the City Commission's full legislative discretion and does not waive or expand the City's sovereign immunity. The reimbursement of HNH's litigation costs in the amount of \$2,972.86 is modest and avoids the substantially greater expense of continued litigation.

Staff recommends that the City Commission approve the Settlement Agreement.

FISCAL IMPACT:

The City shall reimburse HNH its reasonable litigation costs in the amount of \$2,972.86. Each party shall bear its own attorneys' fees. No other financial obligations are imposed on the City under the Settlement Agreement.

ATTACHMENTS:

1. Settlement Agreement

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION

HOMES NOT HOTELS, INC.,

Plaintiff,

vs.

Case No. 25-000615-CI

CITY OF INDIAN ROCKS BEACH,
FLORIDA,

Section

11

Defendant.

/

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”) is made this ____ day of _____, 2026, by and among Plaintiff, HOMES NOT HOTELS, INC. (“HNH”) and Defendant, CITY OF INDIAN ROCKS BEACH, FLORIDA (“City”) (collectively referred to as the “Parties”), and shall become effective only upon (a) approval by the City Commission at a duly noticed public meeting and execution by an authorized representative of the City; and (b) approval by HNH’s board of directors and execution by an authorized representative of HNH.

RECITALS:

THE PARTIES

WHEREAS, HNH is a not-for-profit corporation that is organized and existing under the laws of the State of Florida. HNH’s principal place of operation is within Indian Rocks Beach. HNH is comprised of concerned Indian Rocks Beach residents and community members who are dedicated to maintaining the orderly and safe nature of Indian Rocks Beach; and

WHEREAS, the City is a state-chartered municipality in the State of Florida. The City has adopted and is administering, and enforcing a comprehensive regulatory scheme regarding the operation of vacation rentals within Indian Rocks Beach.

THE LITIGATION

WHEREAS, on or about February 10, 2026, HNH filed a Second Amended Complaint seeking Declaratory and Injunctive Relief and a Writ of Mandamus (“Complaint”) against the City in the Circuit Court of the Sixth Judicial Circuit in and for Pinellas County, Florida, Case No. 25-000615-CI (the “Litigation”); and

WHEREAS, the Parties desire to amicably resolve all disputes and settle fully and completely all claims of whatever kind, character or description that they may have against each other, including, but not limited to, those claims concerning, relating to, arising out of, or in any way connected with the Litigation pursuant to the terms and provisions of this Settlement Agreement; and

WHEREAS, HNH and the City desire (1) to resolve all issues raised by the Parties in the Litigation; and (2) that this Settlement Agreement be approved by the Court, which said approval shall bind HNH and the City, their successors, agents, officers, grantees and assigns; and (3) the Court to retain jurisdiction to enforce the terms of this Settlement Agreement if necessary; and WHEREAS, the Parties acknowledge that this Agreement is a compromise of disputed claims and is not, and shall not be construed as, an admission by the City of liability, wrongdoing, violation of Florida law, the City Charter, the Code of Ordinances of the City of Indian Rocks Beach (“City Code”), or any clear, nondiscretionary, ministerial duty.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Recitals. The Parties acknowledge and agree that the recitals set forth above are true and correct.

Section 2. No Admission; City and HNH Approval. This Agreement is entered into solely as a compromise of disputed claims. Nothing in this Agreement, including the City's agreement to continue to administer its vacation-rental registration program in accordance with applicable law, shall be deemed or construed as an admission that the City violated Florida law, the City Charter, the City Code, or any clear, nondiscretionary, ministerial duty. This Agreement shall not be effective against the City or HNH unless and until approved by the City Commission at a duly noticed public meeting and executed by an authorized representative of the City and approved by HNH's board of directors and executed by an authorized representative of HNH.

Section 3. Acknowledgement and Agreement.

(a) Without admitting liability, wrongdoing, or that any disputed duty is ministerial and without creating any additional duties or enforceable obligations hereunder that do not pre-exist as a matter of law arising out of or based upon existing law, the City acknowledges and agrees that it will administer its vacation-rental registration program in accordance with applicable Florida statutory requirements, including Section 509.271, *Florida Statutes*; the Florida Administrative Code; the Florida Swimming Pool Safety Act; and Chapter 18, Article V, *City Code*, as they relate to licensing and registration of transient public lodging establishments and vacation rentals located within incorporated areas of the City.

(b) The City agrees to continue to comply with applicable Florida law and the City Code and to administer its vacation-rental registration program in accordance with applicable Florida law and the City Code. Nothing in this Agreement shall limit the legislative discretion of the City Commission to amend, repeal, replace, or supplement the City Code in accordance with applicable law, nor limit the City's enforcement discretion, privileges, public-records procedures, available resources, and lawful administrative processes.

Section 5. Dismissal of Action. Promptly after the execution and delivery of this Settlement Agreement by all Parties and approval by the City Commission as provided herein, the Parties will cause their attorneys to execute and submit to the Court for filing in the Litigation the Parties' Stipulation and proposed Agreed Order in the forms attached hereto as **Exhibits "A" and "B"**, respectively, requesting approval of this Settlement Agreement and retention of jurisdiction. Dismissal of the Litigation shall be conditioned upon entry of the Agreed Order, provided that the respective rights and obligations of the Parties under this Settlement Agreement shall survive as stated therein.

Section 6. Attorneys' Fees and Costs. The Parties agree to bear their own attorneys' fees incurred in this Litigation. However, the City shall reimburse HNH its reasonable costs incurred in prosecuting this Litigation in the amount of \$2,972.86.

Section 7. Captions and Headings. The captions and headings used in this Settlement Agreement are for convenience only and shall not be deemed to define or limit the matters set forth in this Settlement Agreement or be utilized in construing this Settlement Agreement.

Section 8. Successors and Assigns. This Settlement Agreement and the rights and obligations hereunder shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided, however, that nothing in this Agreement shall bind

any future City Commission in a manner that restricts its legislative authority or discretion under applicable law.

Section 9. Amendments. This Settlement Agreement may not be changed, modified, supplemented or terminated, nor may any of the obligations hereunder or provisions hereof be waived, except by a written instrument executed by the Parties hereto (or their successors or assigns). Any material amendment, modification, supplement, termination, or waiver affecting the City's obligations shall require approval by the City Commission at a duly noticed public meeting.

Section 10. Entire Agreement. This Settlement Agreement supersedes all prior agreements (if any) between the Parties hereto and their predecessors regarding the subject matter hereof, and contains the entire agreement between the Parties. All exhibits must be final, attached, and approved as part of this Agreement before the Agreement becomes effective against the City.

Section 11. Construction of Agreement. The Parties acknowledge that this is a negotiated agreement and that, in no event, shall any of the terms or provisions hereof, or any of the terms contained within the attachments hereto, be construed against either party on the basis that such party or counsel for such party drafted this Settlement Agreement or the attachments hereto.

Section 12. Benefit of Counsel. The Parties acknowledge and agree that: (i) each party has had the benefit of the advice of separate counsel; (ii) each party has participated fully in the negotiation and preparation hereof; and (iii) each party has carefully reviewed this Settlement Agreement and is entering into this Settlement Agreement freely, without duress and for valuable consideration. Accordingly, this Settlement Agreement shall not be more strictly construed against any of the Parties.

Section 13. Remedies; Sovereign Immunity. In the event either Party defaults on any of its obligations hereunder, the other Party may seek any available relief in law and/or equity, including,

but not limited to, specific performance and/or injunctive relief. Nothing in this Agreement shall be construed as a waiver or expansion of the City's sovereign immunity or any limitation, defense, or protection available to the City under section 768.28, *Florida Statutes*, or any other applicable law.

Section 14. Applicable Law; Venue. This Settlement Agreement shall be construed and enforced in accordance with the laws of the State of Florida. To the extent the Court retains jurisdiction, any enforcement proceeding shall be brought in the Litigation. Otherwise, to the fullest extent permitted, venue shall lie exclusively in the state courts located in Pinellas County, Florida.

Section 15. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which, together, shall constitute a single instrument.

Section 16. Incorporation of Exhibits. All exhibits annexed hereto and referred to herein are incorporated in this Settlement Agreement and made a part hereof.

Section 17. City Commission Approval. The City Commission approved this Settlement Agreement at a duly noticed public meeting held on _____, 2026, pursuant to Resolution No. _____ or Agenda Item No. _____.

Section 18. HNH Board of Directors Approval. HNH's board of directors approved this Settlement Agreement on _____, 2026.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement as of the day and year first written above.

IN WITNESS WHEREOF:

THE PARTIES:

HOMES NOT HOTELS, INC.

Name: _____ By:

Name:

STATE OF FLORIDA)

COUNTY OF)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid to take acknowledgements, personally appeared ____ in person or ____ online _____, as, _____ of HOMES NOT HOTELS, INC., who is personally known to me or produced _____ as identification, and who acknowledged that s/he executed the foregoing Agreement on behalf of HOMES NOT HOTELS, INC. in the representative capacity stated above.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2026.

[NOTARIAL SEAL]

Notary: _____

Print Name: _____

My commission expires:

Personally Known **OR** Produced Identification
Type of Identification Produced _____

**CITY OF INDIAN ROCKS BEACH,
FLORIDA**

Name: _____ By:

Name:

Title:

Authorized pursuant to City Commission approval on _____, 2026

STATE OF FLORIDA)

COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid to take acknowledgements, personally appeared, _____ in person or _____ online _____ as _____, of City of Indian Rocks Beach, Florida, who is personally known to me or produced _____ as identification, and who acknowledged that s/he executed the foregoing Agreement on behalf of the City in the representative capacity stated above.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2026.

[NOTARIAL SEAL]

Notary: _____

Print Name: _____

My commission expires: _____

Personally	Known	OR	Produced	Identification
Type of Identification	Produced	_____		

Attest:

By:

City Clerk

Approved as to form:

By:

City Attorney

EXHIBIT LIST

EXHIBIT A Form of Stipulation of Dismissal with Prejudice

EXHIBIT B Form of Agreed Order Approving Settlement Agreement

AGENDA ITEM NO. 8
NEIGHBOR'S FEEDBACK

AGENDA ITEM NO. 9

FUTURE AGENDA ITEMS

Land Acquisition

AGENDA ITEM NO. 10

NOTED ITEMS

ADJOURNMENT