TUESDAY, NOVEMBER 10, 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, November 10, 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 Hilary King**
- **Commissioner John Bigelow**
- **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

1.3 **PROCLAMATION** Honoring Ron and Rebecca Sacra

1.4 **PROCLAMATION** Honoring our Veterans

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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

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4. WORK SESSION ITEMS:

4.1 Discussion on Paid Parking 6-Month Pilot Program Update
[Administrative Director, Robin Gomez]

4.2 Discussion on Indian Rocks Beach Reserves Policy
[Administrative Director, Robin Gomez]

4.3 Discussion on Property Acquisition (2300/2301 Gulf Boulevard)
[City Manager, Ryan Henderson]

4.4 Discussion on 2023 Charter Review- Findings & Recommendations
[City Clerk, Lorin Kornijtschuk & City Attorney, Matthew Maggard]

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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 October 13, 2026 Regular City Commission Meeting Minutes

5.2 APPROVAL OF rescheduling the Tuesday, March 10, 2027 regular City Commission Meeting to Tuesday, March 23, 2027 due to the municipal election.
[*City Clerk, Lorin Kornijtschuk- Items: 5.1 ~ 5.2*]

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6. PUBLIC HEARINGS:

6.1 APPROVAL OF ORDINANCE NO. 2026-08; SECOND READING; An Ordinance of the City Commission of the City of Indian Rocks Beach, Florida, appropriating funds for a capital expense and adopting a budget amendment for fiscal year 2025-2026; and providing for an effective date. [*Administrative Director, Robin Gomez]*

6.2 APPROVAL OF BOA Case No. 2026-05

Owner/Applicant: Lois A Early

Location: 1205 1ST Street

Variance Request: from Sec.110-131 (f)(1) of the Code of Ordinances, of 3.5 feet inches into the required 25-foot front setback, resulting in a total front setback of 21.5 feet for the stairs and deck for access to the proposed elevation of the existing home and from Sec. 110-103(a) of .5 ft into the allowed 5 ft side setback for deck resulting in a total side setback of 4.5 ft. on the south side for property. *[Planning and Zoning Consultant, Hetty Harmon]*

6.3 APPROVAL OF BOA Case No. 2026-06

Owner/Applicant: Lion TB Construction Company Inc

Location: 451 20th Ave

Variance Request: from Sec.110-131 (f)(1) of the Code of Ordinances, of 4.1 feet inches into the required 25-foot front setback, resulting in a total front setback of 20.9 feet for the construction of a new home. *[Planning and Zoning Consultant, Hetty Harmon]*

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

7.1 APPROVAL OF a Piggyback Agreement for Lobby Services with Shumaker Advisors FL LLC. [*City Manager, Ryan Henderson*]

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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.

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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.

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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: November 6, 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 Magistrate Hearing: Wednesday, November 18, 2026 at 1:30 p.m.
- Neighbor Advisory Board: Wednesday, November 18, 2026 at 6:00 p.m.
- Special Magistrate Hearing: Wednesday, December 2, 2026 at 1:30 p.m.
- Regular City Commission Meeting: Tuesday, December 8, 2026, at 6:00 p.m.
- City Commissioners' Work Session: Thursday, December 10, 2026 at 12:30 p.m.
- Hurricane Task Force Meeting: Wednesday, January 6, 2027 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. 1.3

PROCLAMATION

Honoring Ron and Rebecca Scara

CITY OF INDIAN ROCKS BEACH
PROCLAMATION

Honoring Ron and Rebecca Sacra

WHEREAS, Ron Sacra dedicated more than 32 years to public service, beginning as a 19-year-old combat medic in Vietnam in 1970, continuing with Fairfax County Fire and Rescue as a firefighter/paramedic, and serving on international rescue missions following earthquakes in Turkey, the U.S. Embassy bombing in Nairobi, and the 9/11 attacks at the Pentagon, demonstrating extraordinary courage and an unwavering commitment to saving lives; and

WHEREAS, Rebecca Sacra has demonstrated an equally strong commitment to education, public service, and helping others while pursuing a career as a high school biology teacher for 28 years and being recognized by the Washington Post as the 1994 Outstanding Teacher of the year while also volunteering as a paramedic/firefighter for 13 years, and

WHEREAS Ron and Rebecca have generously supported numerous nonprofit organizations through their financial contributions, including IRB Action 2000, Inc. (A2K), the Beach Art Center, the Homeless Empowerment Program, Clearwater Free Clinic, Heritage Village, and other nonprofits, and

WHEREAS, their dedication to preserving local history and sharing its importance has been demonstrated through their service with the Indian Rocks Historical Museum, where they have served as docents and leaders, with Ron serving as President and helping bring the important film *Shifting Sands* to life. Ron has also served as a docent and supported events at the Heritage Village Museum and Park, further helping to preserve and share the history of Pinellas County; and

WHEREAS, Rebecca has given more than 11 years of volunteer service to the Homeless Empowerment Program, working in its thrift shop and contributing to the success of its fundraising efforts, has volunteered for five years at the Beach Community Food Pantry (BCFP), and has served the City of Indian Rocks Beach as a member of its Finance Advisory Board; and

WHEREAS, both Ron and Rebecca have served on the board of A2K, with Rebecca dedicating years of service as Treasurer, while both have consistently rolled up their sleeves to participate in Oktoberfest, Service Saturdays, and other beautification efforts that help preserve the unique character and beauty of IRB, and

WHEREAS, through their leadership, generosity, volunteerism, and steadfast commitment to others, Ron and Rebecca Sacra exemplify the spirit of community service and demonstrate how quiet acts of kindness and dedication can have a lasting impact; and

WHEREAS, the City of Indian Rocks Beach recognizes that the strength of a community is built not only by those who lead publicly, but also by those who give generously, serve faithfully, and work behind the scenes to make a meaningful difference;

NOW, THEREFORE, I, Lan Vaughan, Mayor/Commissioner of the City of Indian Rocks Beach, Florida, do hereby proclaim that the City of Indian Rocks Beach recognizes and honors Ron and Rebecca Sacra for their outstanding contributions to charitable organizations, public service, local history, and the beautification and betterment of our community.

BE IT FURTHER PROCLAIMED that the City expresses its sincere appreciation for their generosity, dedication, and unwavering commitment to making Indian Rocks Beach and the surrounding community a better place for all.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Indian Rocks Beach to be affixed this 10th day of November 2026.

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Lan Vaughan, Mayor-Commissioner
City of Indian Rocks Beach, Florida

AGENDA ITEM NO. 1.4

PROCLAMATION

Honoring our Veterans

CITY OF INDIAN ROCKS BEACH, FLORIDA
PROCLAMATION

HONORING OUR VETERANS
VETERANS DAY 2026

WHEREAS, generations of Americans have answered the call to serve in the United States Armed Forces with courage, honor, and an unwavering commitment to freedom; and

WHEREAS, veterans of every branch, including the National Guard and Reserves, have served in war and peace, making sacrifices that protect our nation and the freedoms we cherish; and

WHEREAS, the City of Indian Rocks Beach proudly honors all veterans, especially those who call our community home, and recognizes their lasting contributions to our country, state, county and city; and

WHEREAS, we also honor military spouses, children, and loved ones whose strength, support, and sacrifices sustain those who serve; and

WHEREAS, the spirit of their service continues beyond military duty through veterans' leadership, mentorship, volunteerism, and commitment to building community; and

WHEREAS, the freedom secured by their service preserves our way of life and inspires our City's commitment to a safe, resilient, connected, and engaged Indian Rocks Beach;

NOW, THEREFORE, I, Lan Vaughan, Mayor-Commissioner of the City of Indian Rocks Beach, Florida, do hereby proclaim November 11, 2026, as **VETERANS DAY** and encourage all residents to honor, thank, and support our veterans and their families—not only today, but throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Indian Rocks Beach to be affixed this 10th day of November 2026.

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Lan Vaughan, Mayor-Commissioner
City of Indian Rocks Beach, Florida

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

Paid parking 6-Month Pilot Program Update

INDIAN ROCKS BEACH CITY COMMISSION
AGENDA MEMORANDUM

MEETING OF:	November 10, 2026	**AGENDA ITEM:** 4.1
ORIGINATED BY:	Robin Gomez, Administrative Director	
AUTHORIZED BY:	Ryan Henderson, City Manager	
SUBJECT:	**Paid Parking 6-Month Pilot Program Update**	

BACKGROUND:

Implementing a parking management program complete with additional paid parking spots specifically along the beach accesses had been discussed for various years with the most recent decision paused due to the 2024 hurricanes and their impacts into most of calendar year 2025. After revisiting information in late 2025 and early 2026, the City Commission adopted Resolution 2026-02 establishing an hourly paid metered parking rate at all beach accesses and the Pinellas County beach access surface lot at $4.50 per hour. The City Commission at the February 2026 Commission meeting adopted Ordinance 2026-01 establishing paid metered parking on beach accesses. The ordinance created:

1. Paid parking spaces subject to an hourly rate at all beach accesses
2. Hours of paid parking spaces to be charged daily from 8 am to 10 pm
3. Hourly rate to be set by resolution
4. An increase in the parking citation for violating City parking codes from $75 to $100
5. Authority to the City Manager to administer/manage the paid metered parking program

At the same February 2026 Commission meeting, the City Commission also approved an agreement for the City to begin utilizing ParkMobile LLC for mobile on-demand parking payment services.

ANALYSIS:

After coordinating all software and signage with ParkMobile (all provided at no cost to the City), paid parking for all 277 paid parking spaces began on Monday, May 18, 2026. Through Sept 30, 2026, fiscal year 2026, the paid parking compiled 101,053 paid parking transactions generating $970,185, in gross revenue. Observations by City and PCSO staff determined a very high level of parking compliance when reviewing parked vehicles for paid sessions (compliance). The total enforcement by 2 City staff and at least 8 PCSO deputies resulted in 560 issued citations generating just over $32,500 in paid citations.

Paid Parking Program observations:

1. Exceeded $1M in gross revenue in early October 2026, nearly 115,000 total paid transactions.

2. City $4.50 hourly rate comparable to other cities such as St Pete Beach, Treasure Island, Madeira Beach, Belleair Beach, and Clearwater (beach), all charging between $4 - $6 per hour.

3. City and PCSO staff observations and enforcement determined a very high compliance level – well over 90%.
4. Electronic parking management of nearly all processes with very minimal City expenses.

5. Efficient use of parking spaces with positive vehicle turnover and reduced congestion.

6. Keep existing resident parking permit program with minimal to no changes to neighborhood conditions pending Feb – May (peak) visitor season observations.

7. Add paid parking spaces at Nature Preserve and City's business (triangle) area from 1st St/Gulf Blvd to 5th Ave.

8. Continue with existing parking management program including budget reviews, rates, and future expansions.

FINANCIAL IMPACT:

Positive for the City as the over $1M collected will be used to fund stormwater/flood control improvements and other capital projects as well as other costs previously funded by the General Fund.



PAID PARKING 6 MONTH PILOT PROGRAM

NOV 10, 2026

PAID PARKING

- Prior meetings culminated with an approval in early 2026 to begin a 6-month paid parking pilot program.

- Paid parking would not apply to residents/neighbors – continue with existing Resident Parking Program.

PAID PARKING

- Phased implementation
- Assess program - obtain community, neighbors, businesses feedback
- Return in 6 months – observations, results, changes, etc.
- PARKING MANAGEMENT PROGRAM

PARKING MANAGEMENT

1. Pricing & Spaces – set/increased to $4.50/hour
   added 204 paid spaces

2. Payment acceptance/software – approved
   ParkMobile (Arrive)

3. Enforcement – utilize existing City staff & PCSO
   deputies – 277 paid spaces

4. Hours for paid parking: 8 am to 10 pm – 14 hrs

PARKING MANAGEMENT

5. Expansion – East of Gulf Blvd, Business district

6. Neighborhood – Street Impacts

7. City's Strategic Plan

PARKING MANAGEMENT

PAID PARKING BENEFITS

- Funding for Community Svcs, improvements
- Ensures efficient use of spaces
- Supports local businesses – turnover
- Reduces congestion – improve flow
- Promotes fairness & accessibility

PAID PARKING - PRICING

- **$4.50/hour – 277 paid spaces:** 73 County Lot, 204 Beach Access

- **Per Transaction Fee of $0.35** – paid directly to ParkMobile by each customer for each parking session

- **Comparable to other Pinellas beach jurisdictions**

	RATES	SPACES
• CLW:	$3.50 in lots and $4 on-street	1,500+
• BB:	$5, $10 on weekends	65+
• RS, MB:	$4	815
• TI:	$5, $5.50 on weekends	565
• SPB:	$5, $6 on weekends; add'l $1 from Feb to Apr	1,247

- **1 hour increments**

PAID PARKING - PRICING

- $4.50/hour impacts
- Minimal concerns on hourly rate plus transaction fee
- Lower fee for sunsets
- Minimal concerns on1 hr increment

PAID PARKING - PRICING

- Maintain Resident permit spaces
- Free parking at Kolb Park, City Hall, and applicable few street spaces
- Minimal neighborhood impacts – but will observe during peak Feb - May

PAID PARKING - SOFTWARE

- ParkMobile (Arrive)
- Pay by APP or online at parkmobile.io
- Pay by Plate - enter license plate
- Enter Parking Zone number - 20 zones, 277 paid spaces (26 for golf carts)
- Reminders such as no backing, use correct plate

PAID PARKING - SOFTWARE



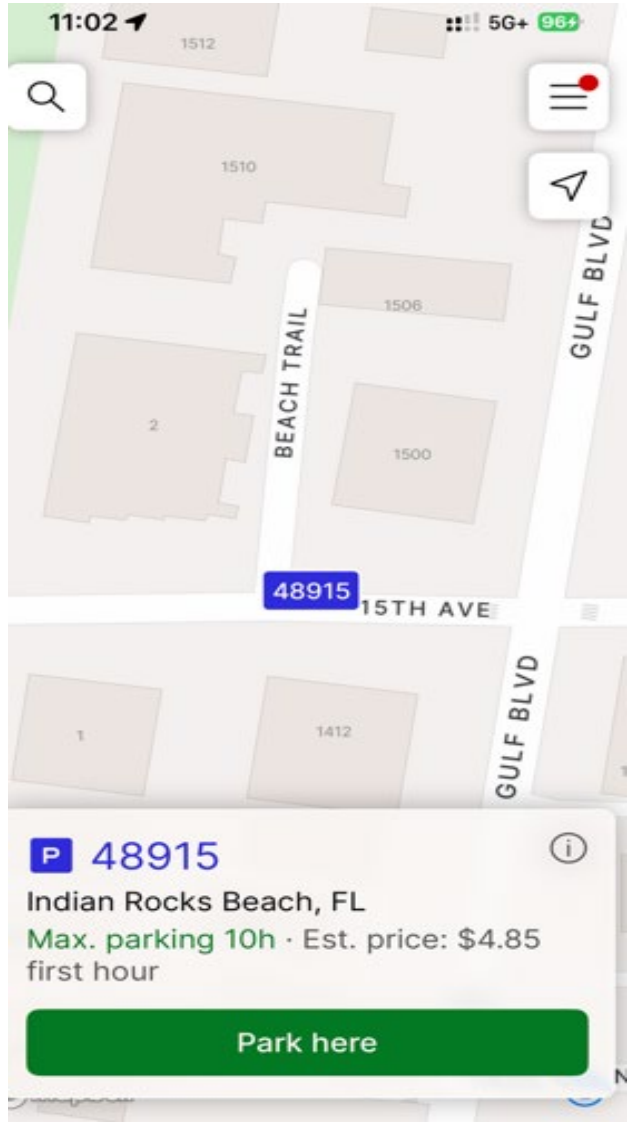


PAID PARKING - SOFTWARE

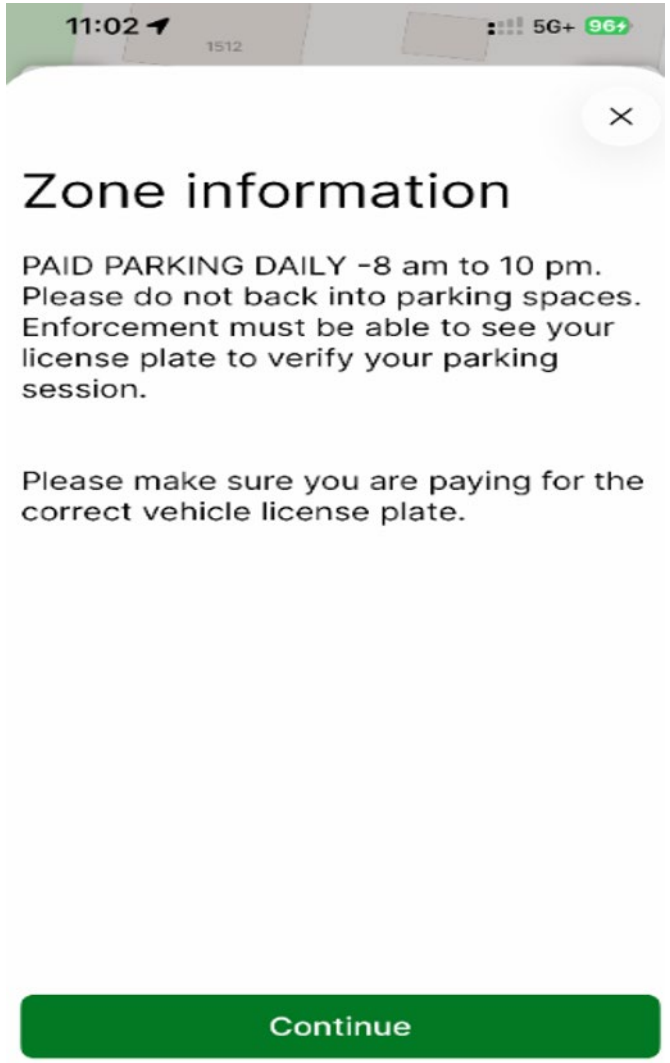
-Select correct Zone

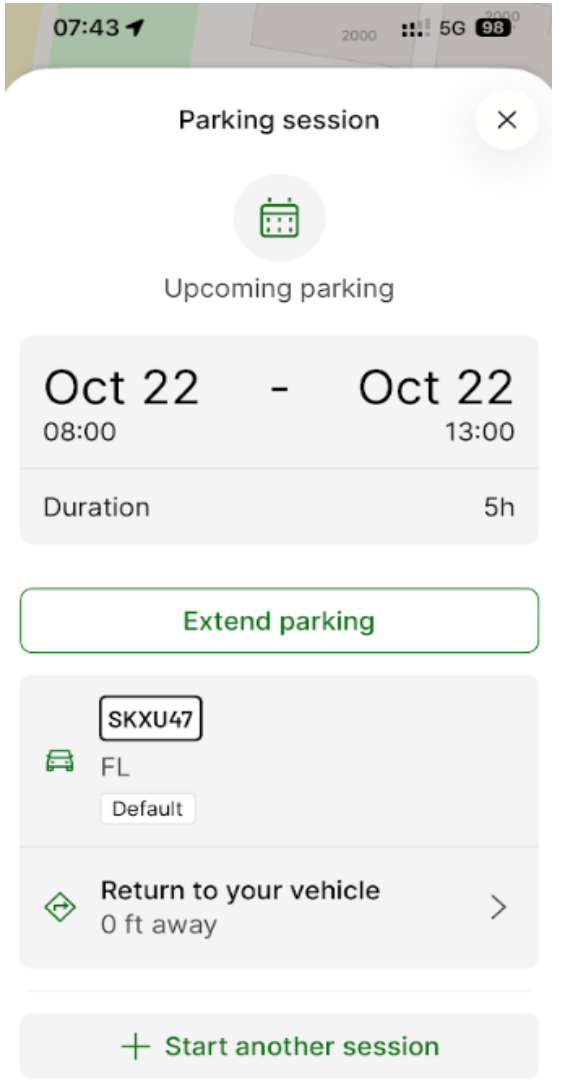
-IRB's Zones begin with 489__ __





PAID PARKING - SOFTWARE





PAID PARKING - SOFTWARE

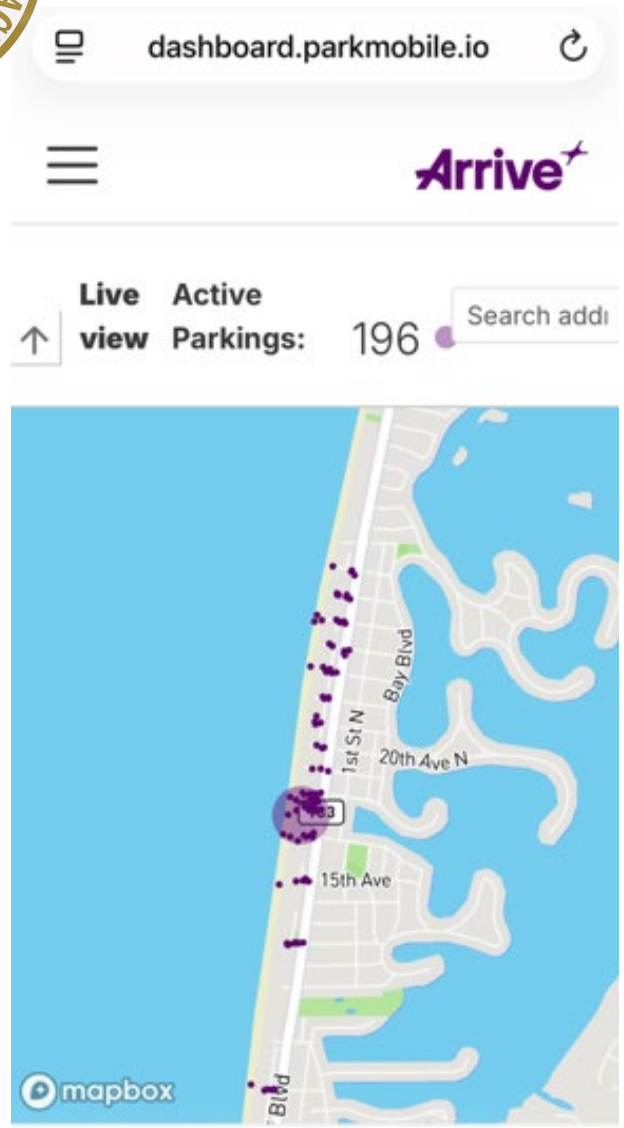
- 20 zones – street end, County lot, golf cart spaces
- 489__ __
- 48907 – County Lot
- 48906 – Central Ave
- 48927 – 27th Ave
- 277 spaces

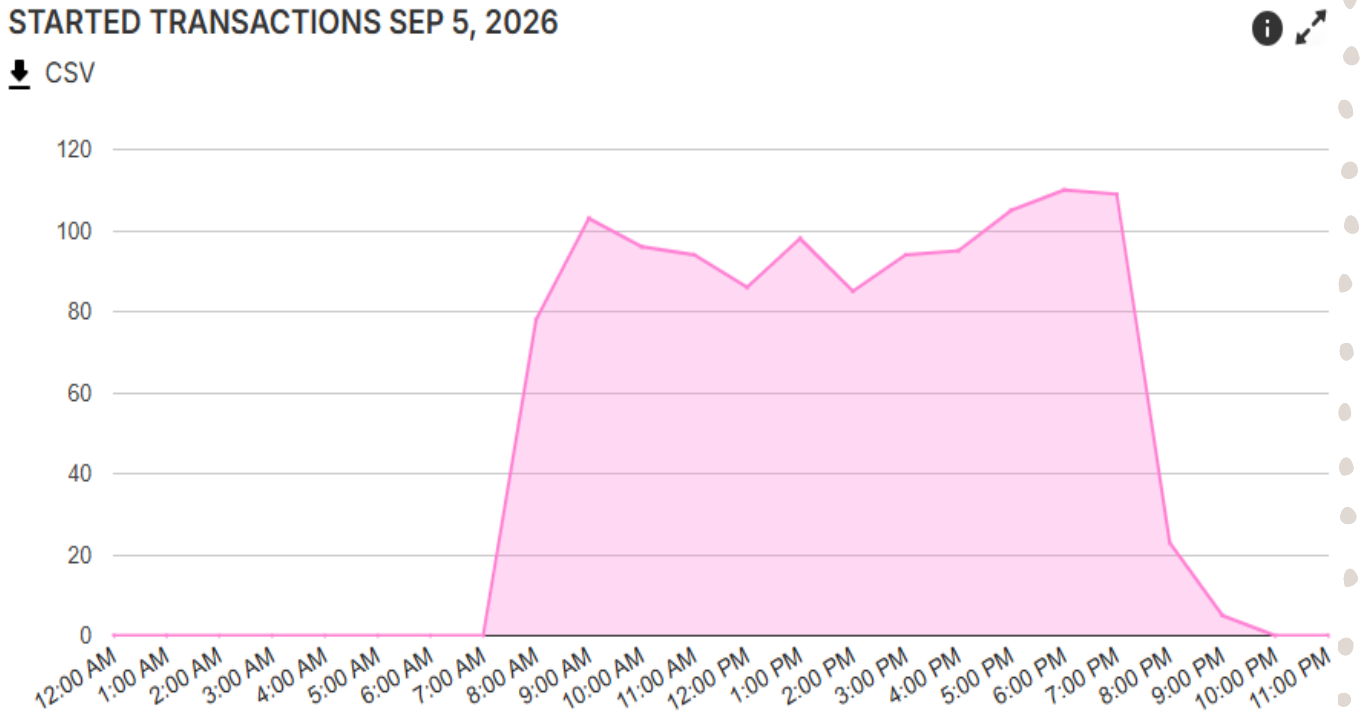
ParkMobile Zone	STREET/AVENUE	# of PAY Spaces	# of Golf Cart Spaces*
48927	27th Access	**5**	**4**
48926	26th Access	**12**	1
48925	25th Access	**12**	2
48924	24th Access	**13**	0
48923	23rd Access	**13**	0
48922	22nd Access	**13**	**4**
48921	21st Access	**13**	**2**
48920	20th Access	**10**	3
48919	19th Access	**5**	**1**
48916	16th Access	**14**	1
48915	15th Access	**11**	**2**
48912	12th Access	**11**	2
48908	8th Access	**11**	**4**
48904	4th Access	**5**	0
48903	3rd Access	**4**	**0**
48902	2nd Access	**9**	0
48901	1st Access	**11**	0
48906	Central Access	**6**	0
Street Ends/Beach Access - **Sub-Total**		**178**	
48907	Pinellas County/Indian Rocks Beach Access Park	**73**	
48930	***Golf Cart Spaces-all**		**26**
***require customer to enter space number to pay**			
	TOTAL SPACES:	**251**	**277**

PAID PARKING - SOFTWARE

- Back Office – Live View, Search Parkings, $$
- View revenue every hour
- Paid parking sessions every 15 minutes
- Search each day:
  - by Plate back to May 18
  - By Zone

PAID PARKING - SOFTWARE

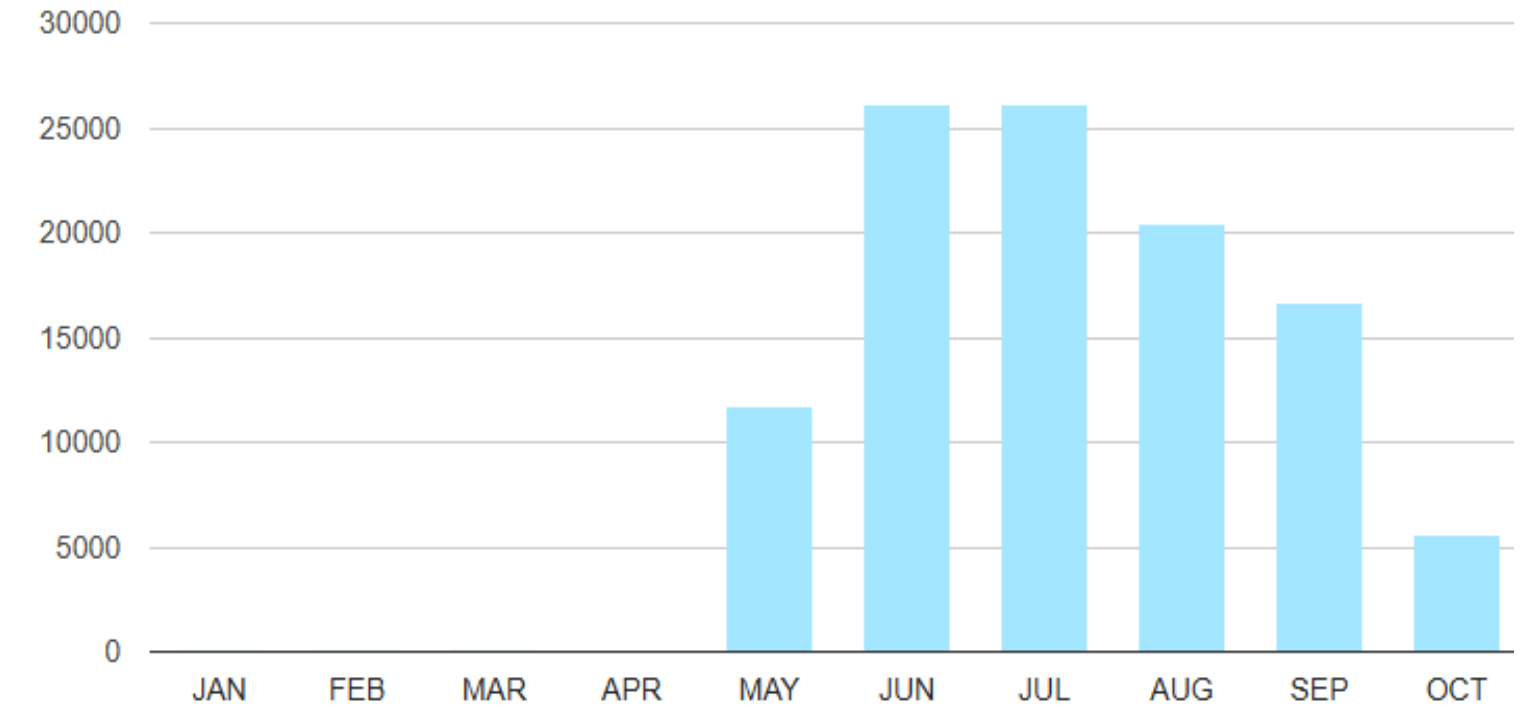




PAID PARKING - SOFTWARE

TRANSACTIONS

CSV

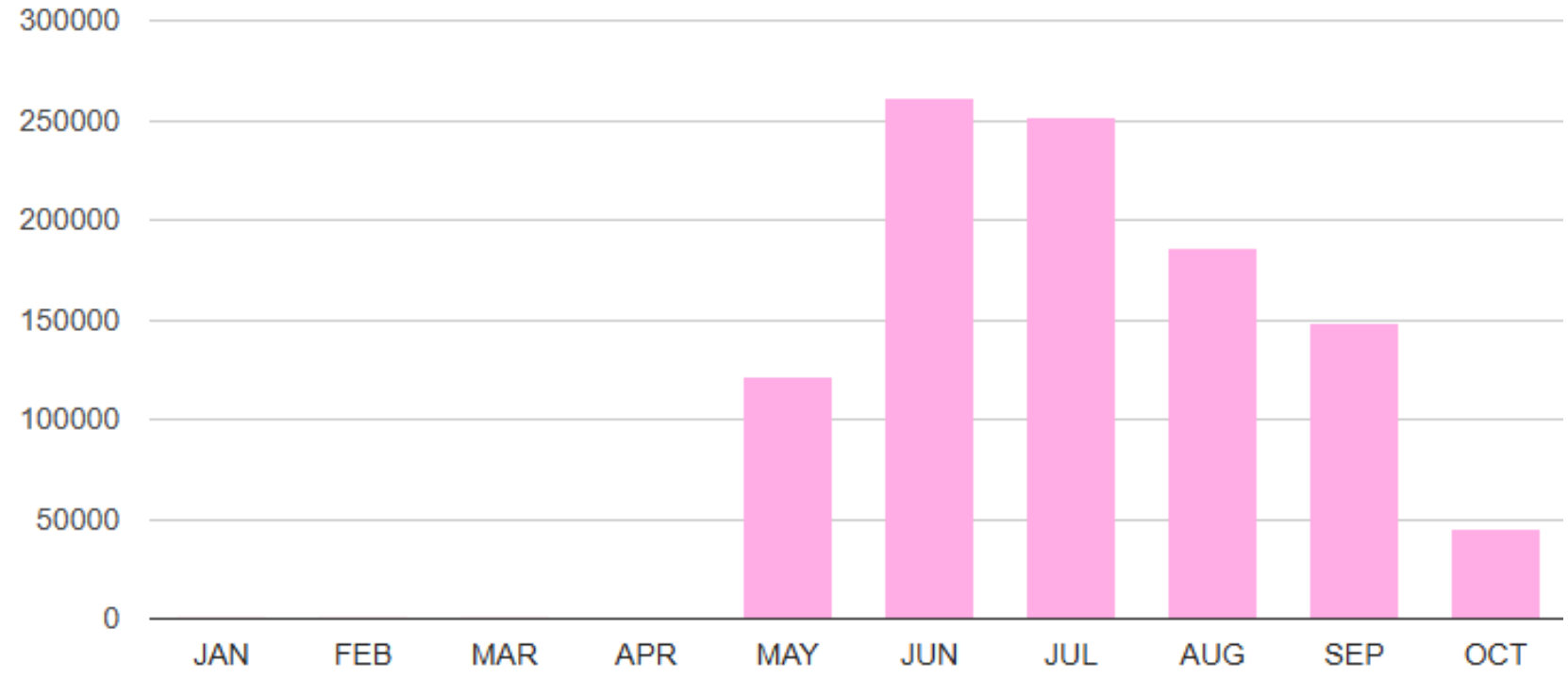


Total 106 615

PAID PARKING - SOFTWARE

NET PARKING REVENUE

CSV



Total 1 015 659 USD

PAID PARKING - REVENUE

FY 2026 - by Month

# of DAYS	MONTH	# of Transactions	GROSS REVENUE	Cumulative Revenue	AVG/PER TRANS	Avg Park Session	Daily Avg TRANSACTNS for the Month	Daily Avg REVENUE for the Month
14	MAY	11,735	$121,645		$10.37	2 hr 17 min	838	$8,688.93
30	JUNE	26,121	$261,701	$383,346	$10.02	2 hr 14 min	871	$8,723.37
31	JULY	26,098	$251,479	$634,825	$9.64	2 hr 9 min	842	$8,112.23
31	AUG	20,417	$186,516	$821,341	$9.14	2 hr 2 min	659	$6,016.65
30	SEPT	16,682	$148,844	$970,185	$8.92	1 hr 59 min	556	$4,961.47
FY 26 TOTAL		101,053	$970,185		$9.60	2 hr 8 min	743	$7,133.71
136	Daily Avg	743	$7,133.71					

PAID PARKING - REVENUE

FY 2027 - by Month								
# of DAYS	MONTH	# of Transactions	GROSS REVENUE	Cumulative Revenue	AVG/PER TRANS	Avg Park Session	Daily Avg TRANSACTNS for the Month	Daily Avg REVENUE for the Month
31	OCTOBER	12,151	$98,191	$1,068,376	$8.08	1 hr 48 min	392	$3,167.45
	NOVEMBER							
	DECEMBER							
CY 26 TOTAL		113,204	$1,068,376		$9.44	2 hr 6 min		
167	Daily Avg	678	$6,397.46					

PAID PARKING - REVENUE

FY 2026 Per Space Activity (40% of max)

DAILY - 5 hrs 43 min/space

- $25.75/day x 277 spaces = $7,133

  $63/day = $17,451 max

MONTHLY – 30 days

- $7,133/day x 30 days = $213,990

  $17,451/day (for all spaces) = $532,530 max

FY 2026 - 136 days

- $970,185 $6.39M max

PAID PARKING - REVENUE

- Transactions by Zone – top 4

Location	# of spaces	# of T	% of T
48907-County Park	73	29,340	29%
48912-12th Ave	11	6,308	6%
48926-26th Ave	12	6,232	6%
48915-15th Ave	11	5,548	5%

PAID PARKING - REVENUE

- Transactions by Zone – bottom 4

Location	# of spaces #	of T	% of T
48903-3rd Ave	4	1,008	1%
48919-19th Ave	5	1,450	1%
48906-Central Ave	6	1,681	2%
48920-20th Ave	10	2,426	2%

PAID PARKING - REVENUE

Transactions by license plate:

FLORIDA	77,728	77%
GEORGIA	3,500	3.5%
OHIO	1,602	1.6%
NORTH CAROLINA	1,420	1.4%
TENNESSEE	1,338	1.3%
TEXAS	1,276	1.26%

PAID PARKING - REVENUE

Transactions by license plate:

PENNSYLVANIA	1,192	1.2%
ILLINOIS	1,149	1.1%
VIRGINIA	1,059	1.05%
CALIFORNIA	307	0.30%
CANADA	237	0.23%
ALASKA & HAWAII	39	

PAID PARKING - REVENUE

- Merchant processing fees, 10-12%
- Lower rates w/ ParkMobile, 5%
- Lowest through City's Bank, Truist

COUNTY PARKING LOT

- 1700 Gulf Blvd, between 17th & 18th
  - Same # of spaces – 73, Revenue share,

    City 60%
  - Rate increase from $2.50/hr to $4.50/hr
  - New pay option via ParkMobile-can pay from anywhere via app or online

COUNTY PARKING LOT

- Easier pay access vs prior pay n display
- Additional signage on paying & reminders
- All nearby spaces are pay-park near bathroom
- Of interest: Days w/ at least 300 paid transactions,

2025 – 3 2026 - 24

COUNTY PARKING LOT

Increased Usage & Revenue: June - Sept

	2025	2026	2025 vs 2026	
MONTH	**TRANSACTIONS**		**DIFFERENCE**	**DIFF %**
JUNE	6,482	7,362	880	13.6%
JULY	6,695	7,805	1,110	16.6%
AUG	4,918	6,017	1,099	22.3%
SEPT	3,903	4,767	864	22.1%
TOTALS	**21,998**	**25,951**	**3,953**	**18.0%**
MONTH	**REVENUE**		**DIFFERENCE**	**DIFF %**
JUNE	$46,202.50	$80,527.50	$34,325.00	74.3%
JULY	$48,037.50	$81,819.00	$33,781.50	70.3%
AUG	$32,880.00	$61,317.00	$28,437.00	86.5%
SEPT	$25,355.00	$47,340.00	$21,985.00	86.7%
TOTALS	**$152,475.00**	**$271,003.50**	**$118,528.50**	**77.7%**

18% transactions increase

+3,953

78% revenue increase

+$118,528.50

PAID PARKING - ENFORCEMENT

- Existing City (3) staff & PCSO Deputies
- Pay by Plate - verify license plate for payment
- Review all information & exercise discretion prior to issuing
- Handwrite parking citation/ticket – placed on windshield, image recorded
- Leniency for paying wrong license plate

PAID PARKING - ENFORCEMENT

- Encourage hourly pay
- # of Citations issued:
  - PCSO 330
  - City 230
  - Revenue: $32,546
  - Citations processed thru

  Pinellas County Clerk of CC
  - City receives $85.00/citation



PAID PARKING - OBSERVATIONS

- $4.50/hr rate
- 1 hr Increment
- Hours 8 am to 10 pm
- Existing Resident permit only spaces
- Neighborhood resident only spaces
- Free existing spaces
- ParkMobile software

PAID PARKING - OBSERVATIONS

- **ADDITIONAL PAID SPACES:**
  - **Nature Preserve – 1st 8 spaces on left**



PAID PARKING - OBSERVATIONS

- **Potential to add 90 paid spaces:**
  - **Triangle Section 1st St to 5th Ave:**

1. 1st St – **14** public spaces on ROW, East side of 1st (one way access, South to North)
2. 2nd Ave N – **3** public spaces on ROW, North side of 2nd; **3** public motorcycle spaces

TOTAL PARKING SPACES:

	ROW	LOT	RESID	MUSEUM*	MCYCLE
Page 1:	17				
Page 2:	39	19	3	5	3
Page 3:	15				

*Wed-Sat, 10 am to 2 pm

TOTALS 71 + 19 = 90 Public Spaces

PAID PARKING - OBSERVATIONS

- 1st St and 2nd Ave:



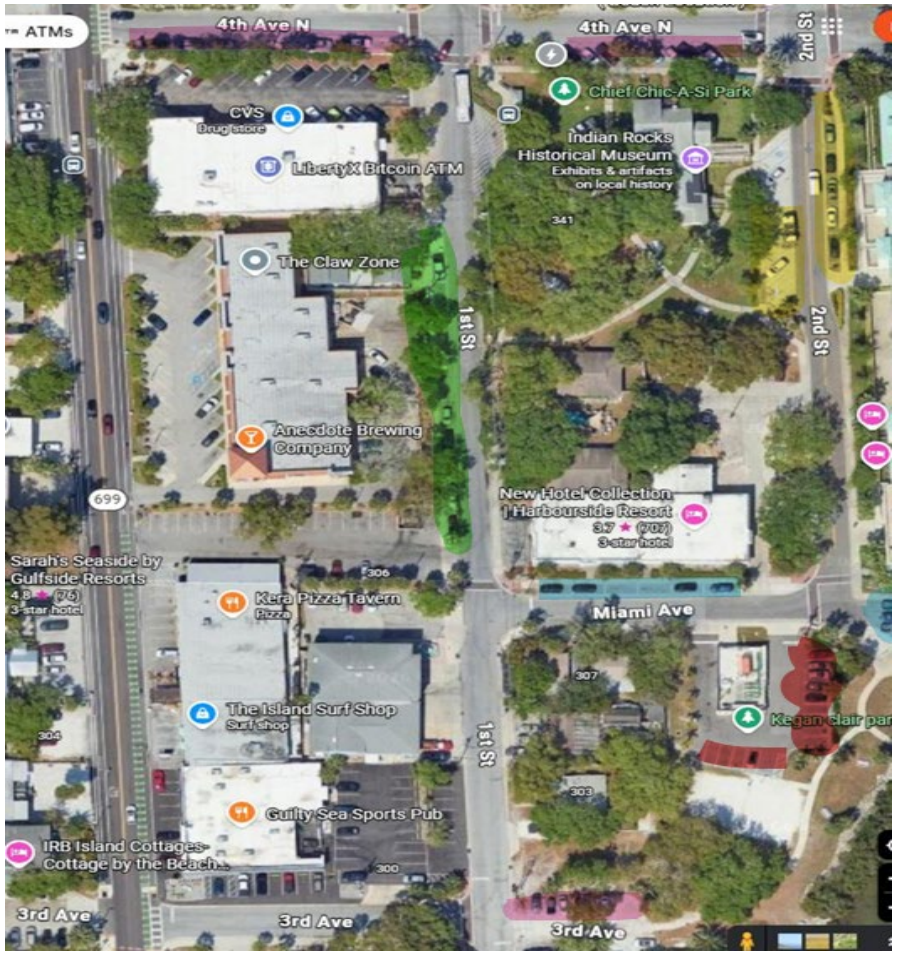
PAID PARKING - OBSERVATIONS

- **Keegan Clair Park to 4th Ave:**

1. Keegan Clair Park shell lot (off 1st St) – **8** public spaces (in shell lot)
2. Miami Ave – **8** public spaces in ROW plus **3** public spaces in ROW at East end in front of docks
3. Keegan Clair Park parking lot **11** public spaces; **3** Resident Only
4. 2nd St, Nbound – **5** public spaces in ROW, East side of street
5. 2nd St, Sbound – **4** public spaces in ROW, West side of street; **5** museum only spaces 10-2, W-S
6. 1st St, Sbound – **8** public spaces in ROW
7. 4th Ave, between 1st and 2nd, **7** public spaces in ROW; 1 EV Parking only space ??
8. 4th Ave, between Gulf and 1st, **4** public spaces in ROW; 2 public motorcycle spaces

PAID PARKING - OBSERVATIONS

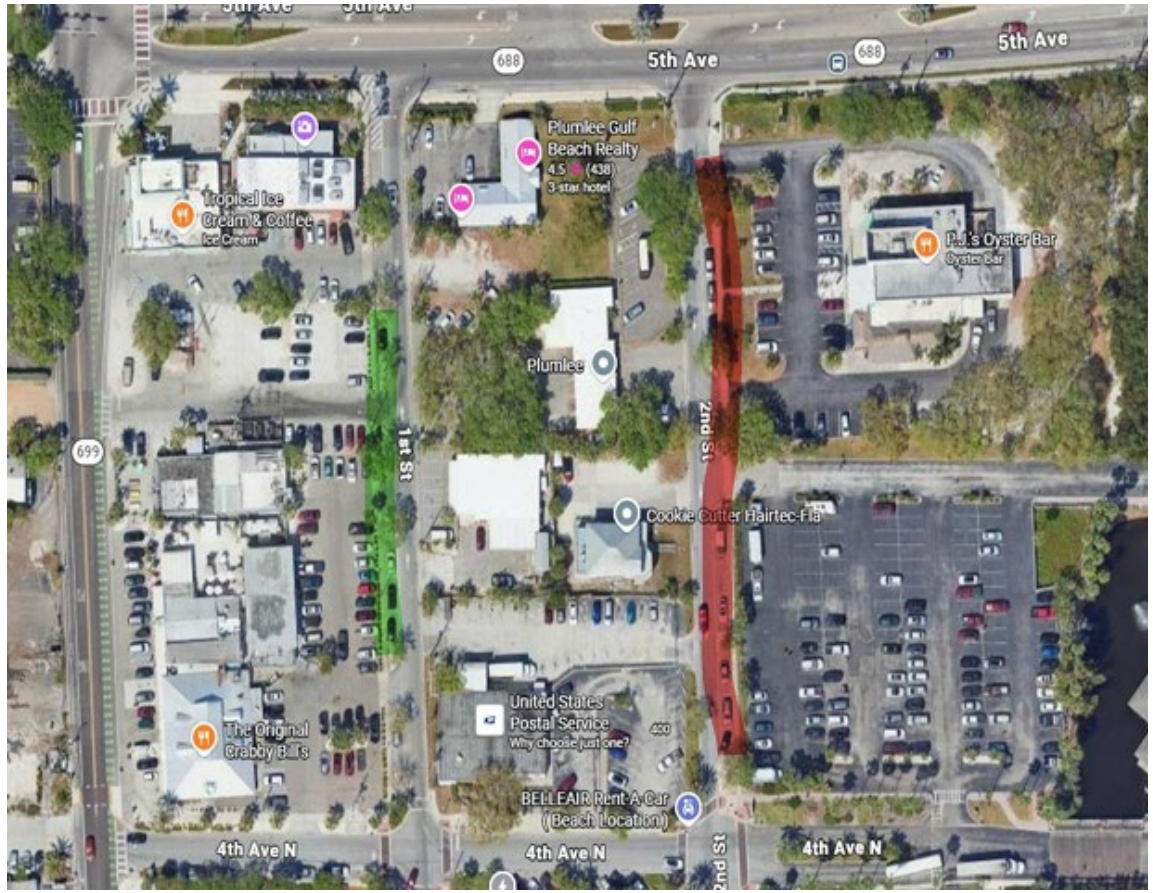
- **Keegan Clair Park to 4th Ave:**



PAID PARKING - OBSERVATIONS

- **1st St and 2nd St:**

1. 2nd St South (one way), **10** public spaces on ROW (east side)
2. 1ST St North (one way), **5** public spaces on ROW (west side)



PAID PARKING - OBSERVATIONS

- **ENFORCEMENT – no change, keep existing enforcement, PCSO & 3 City staff** (1 new in FY 27)

- **NEIGHBORHOODS - Monitor peak late Feb to early May period in neighborhoods (E of Gulf Blvd) – no changes at this time such as adding Resident Parking only areas/zones**

PAID PARKING - OBSERVATIONS

- KOLB PARK – keep existing usage – paid spaces will likely create challenges for park users
- Other City Parks – 10th Ave, Brown

PARKING MANAGEMENT PROGRAM

- Budget – funding source for improvements & capital
- Potential for additional revenue
- Program Improvements
- Questions ??

Thank you !



AGENDA ITEM NO. 4.2

WORK SESSION

Indian Rocks Beach Reserves Policy

INDIAN ROCKS BEACH CITY COMMISSION
AGENDA MEMORANDUM

MEETING OF: November 10, 2026 **AGENDA ITEM:** 4.2

ORIGINATED BY: Robin Gomez, Administrative Director

AUTHORIZED BY: Ryan Henderson, City Manager

SUBJECT: **City Reserves**

BACKGROUND:

The City of Indian Rocks Beach is committed to responsible and prudent fiscal practices and maintaining adequate General Fund reserves to ensure consistent, uninterrupted city services in the event of unexpected temporary revenue shortfalls, extreme weather or events, and/or unpredicted one-time expenditures. Currently the City's charter, Section 10.5, and code of ordinances Sec 2.301, incorporate the establishment of general fund emergency/contingency reserves specifically the designation of a $100,000 fund. Cities typically document the details of their financial reserves in a written policy adopted by the governing body (Commission/Council). The City Commission wishes to discuss the City's reserves and potential uses of those reserves.

ANALYSIS:

Reserves provide protection from risk. Indian Rocks Beach like other Florida cities faces risks such as revenue shortfalls during recessions and losses from extreme events, like the 2024 Hurricanes that caused significant flood damage. A reserve policy describes how much the City will try to retain in its reserve and list acceptable uses of reserves. Enclosed is a draft of a Financial Reserves policy recommending a reserve of at least $3.5M, or 60% of the FY 27 proposed General Fund expenditures. Typically, cities tend to maintain a reserve of around 15-20%, however smaller cities tend to maintain a larger amount/range from 30-60%.

The City has responsibly increased its financial reserves from $3.4M at the start of FY 2020 to $6.2M (over 100% of its General Fund expenditures) at the start of FY 2026.

As of October 31, 2026, the City's invested portfolio funds totaled $4,176,030.95. Additionally, the City's operating (bank) account contained $4,412,083.37, for a total operating and invested funds amount of $8,588,114.32. In the prior five years, the City's operating account has maintained an average of approximately $1.5M.

In FY 26, the City's operating account grew with the addition of 2024 storm insurance payments totaling $645,000 (storm insurance payments in FY 25 and FY 26 totaled: $2,678,345) and the new paid parking (net) fees totaling $765,027 (paid parking fees starting in FY 27 will be recorded in a new Parking Fund).

The City will continue pursuing the reimbursement of remaining 2024 storm costs (from FEMA/FDEM) of approximately $1.8M. Through Sep 30, 2026, the city had been obligated $377,000 of that amount and received $60K.

FINANCIAL IMPACT:

The City of Indian Rocks Beach will continue to responsibly manage its expenditures to maintain adequate reserves as adopted by the City Commission with staff recommendations and public input.

CITY OF INDIAN ROCKS BEACH
FINANCIAL RESERVES POLICY

Part 1. PURPOSE:

The City of Indian Rocks Beach is committed to responsible and prudent fiscal practices and maintaining adequate General Fund reserves to ensure consistent, uninterrupted city services in the event of unexpected temporary revenue shortfalls, extreme weather or events, and/or unpredicted one-time expenditures. The General Fund Reserve Policy establishes the appropriate level of unassigned fund balance in the general fund, sets conditions warranting its use, and outlines a plan to replenish should the balance fall below policy level.

Part 2. WHY A RESERVE POLICY IS IMPORTANT

A reserve provides protection from risk. Indian Rocks Beach like other Florida cities faces risks such as revenue shortfalls during recessions and losses from extreme events, like the 2024 Hurricanes that caused significant flood damage. Reserves help make sure that Indian Rocks Beach can respond quickly and decisively to extreme events. Reserves also support vital public services during revenue declines. A reserve policy describes how much the City will try to retain in our reserve. It also describes acceptable uses of reserves.

The General Fund is the City's primary operating fund not connected to any one revenue source that pays for the general services contracted by or provided directly by the City including public safety, general public works, library, administration, and code enforcement. A key attribute of a financially stable organization is managing and maintaining an appropriate level of reserves that allows the City to mitigate current and future financial risks resulting from economic instability or catastrophic loss.

Part 3. INDIAN ROCKS BEACH – RESERVE POLICY

The City shall establish and maintain adequate financial reserves to prepare for the impact economic cycles and physical disasters have on essential services to the public and assure annual fluctuations in revenue do not impede the City's ability to meet expenditure obligations. The policy incorporates requirements of the City Charter and Code and is consistent with City Commission direction regarding the use of one-time and ongoing sources of revenue to fund City services. General Fund reserves shall be comprised of an emergency reserve and as a determined designated revenues reserve:

1. **Emergency Reserve** – to sustain General Fund operations in the case of a public emergency such as a natural disaster or other unforeseen catastrophic event. The Emergency Reserve will not be accessed to meet operating budget shortfalls or to fund new city programs, services, or personnel. This Emergency Reserve amount will only be expended if an event is determined to be a public emergency by a majority vote of the City Commission, when such expenditures are necessary to ensure the safety of the City's residents and their property.

2. **Designated Revenues Reserve** – the City Commission may designate certain one-time revenue received from non-operating activities outside the City's normal/daily operations. These Designated Revenues may include proceeds from the sale of City property, a legal settlement, a contribution/donation, or a

one-time project and/or transaction. The Designated Revenues could only be committed/spent by a formal action of the City Commission.

Part 4. INDIAN ROCKS BEACH – RESERVE AMOUNTS

The City of Indian Rocks Beach will make every effort to hold the following minimum amount in reserves:

Emergency Reserves: $3,500,000

The $3,500,000 reserves comprise approximately 60% of the FY 2027 General Fund proposed expenditures budget, or the equivalent of 7 months of City general fund operations.

Part 5. ACCEPTABLE USES OF RESERVES

Reserves are meant to address unexpected, nonrecurring costs. Reserves should not be used for recurring annual operating costs. An exception is poor economic conditions or events that disrupt revenues. In such cases, reserves may be used to provide short-term relief so that the City of Indian Rocks Beach can restructure its operations in an orderly manner.

Part 6. AUTHORITY TO USE RESERVES

The City Commission may authorize the use of reserves for purposes consistent with this policy.

Part 7. REPLENISHMENT OF RESERVES

If the City of Indian Rocks Beach uses its reserves and those reserves are below the listed amounts in Part 4, then the City Manager will propose a plan for the replacement of the reserves to begin no later than 1 year from the year of the appropriation and to be completed within 5 years.

CITY CHARTER & CODE OF ORDINANCES – FINANCIAL RESERVES

Section 10.5. - Establishment of reserves; transfer of funds; and authorization for loans; when permitted.

(a) *Establishment of reserves:*

(1) *General fund:* The city commission shall, by ordinance, establish and maintain a General Fund Emergency/Contingency Reserve. Funds within this reserve shall be used for purposes of an emergency as declared by at least three (3) affirmative commissioner votes. Funds shall not be transferred or expended for nonemergencies without at least four (4) affirmative votes of the city commission.

(b) *Transfer of funds:* The city commission shall have the authority, whenever it is deemed necessary, to increase or decrease any particular fund contained in said budget. No transfer shall be made out of any sinking fund or funds.

(c) *Authorization for loans:* If the city commission should deem it wise and appropriate, they may authorize the city manager to effect a loan or loans from any source under such terms and provisions as the city commission may authorize, pledging the credit of the city for such purpose or purpose.

(Ord. No. 2017-11, § 1, 11-14-2017/3-13-2018)

Sec. 2-301. - Emergency reserve fund.

(a) *Established; balance.*

(1) A fund shall be established and maintained to be designated as the "general fund emergency reserve." The balance for the fund shall be $100,000.00. The $100,000.00 shall be reserved in the general fund reserve out of the available cash reserves in the general fund.

(2) The fund shall be maintained at the current balance throughout the budgetary year, except in the case of an emergency, as defined in subsection (b) of this section.

(3) If there is any payment from the emergency fund, the balance shall be replenished no later than the next fiscal year as reflected in the passage of the next fiscal budget.

(4) These reserve funds shall be carried forward to subsequent year budgets.

(b) *"Emergency" defined.* For the purpose of this section, an emergency is defined as a natural disaster such as a hurricane or tornado, declarations of such by the governor or President, or other sudden and unexpected occurrences causing extensive damage to the essential infrastructure of municipal operation or unanticipated costs to the community, provided it shall be recommended as such by the city manager, and concurred with by recorded vote of a majority of the city commission present at a meeting thereof, and voting on the matter.

(c) *Use of funds.* Funds within this reserve shall be used for purposes of an emergency as declared by at least three affirmative commissioner votes. Funds shall not be transferred or expended for nonemergencies without at least four affirmative votes of the city commission.

(Code 1989, § 2-2; Ord. No. 532, § 1, 4-21-1993; Ord. No. 555, § 1, 6-15-1994)

CITY OF INDIAN ROCKS BEACH

OPERATING BANK & INVESTMENT ACCOUNTS, 10-31-2026

The following represents the current operating and investment portfolio funds as of August 31, 2026. Per policy all operating and investments holdings of the city are invested in a manner which provides the highest investment return with maximum security while meeting the daily cash flow demands of the city.

Safety of principle continues to be the foremost objective of the operating and investment portfolio funds. Operating funds are maintained within a checking account at Truist Bank. Truist is a Qualified Public Depositors (QPD) bank meeting all the requirements of Florida State Statute, ch 280 requiring the City place all public deposits in a qualified public depository unless exempted by law. In addition to QPD protection, funds at Truist are covered by Federal Deposit Insurance (FDIC) insurance providing additional principle protection.

In total, **$8,588,114.32** operating and surplus funds are invested as of October 31, 2026. In addition to the operating funds held at Truist bank, surplus funds are invested with the following three (3) firms:

1. **Florida Surplus Asset Fund Trust (FLSAFE)** – formed in December 2007, is a local government investment pool developed by Florida local governments for Florida local governments. FL SAFE has no association with the State of Florida. Its sole purpose is to serve FL government entities to meet their daily cash management needs with an emphasis on safety, liquidity, transparency, and competitive yields.
   Balance: $1,029,768.82

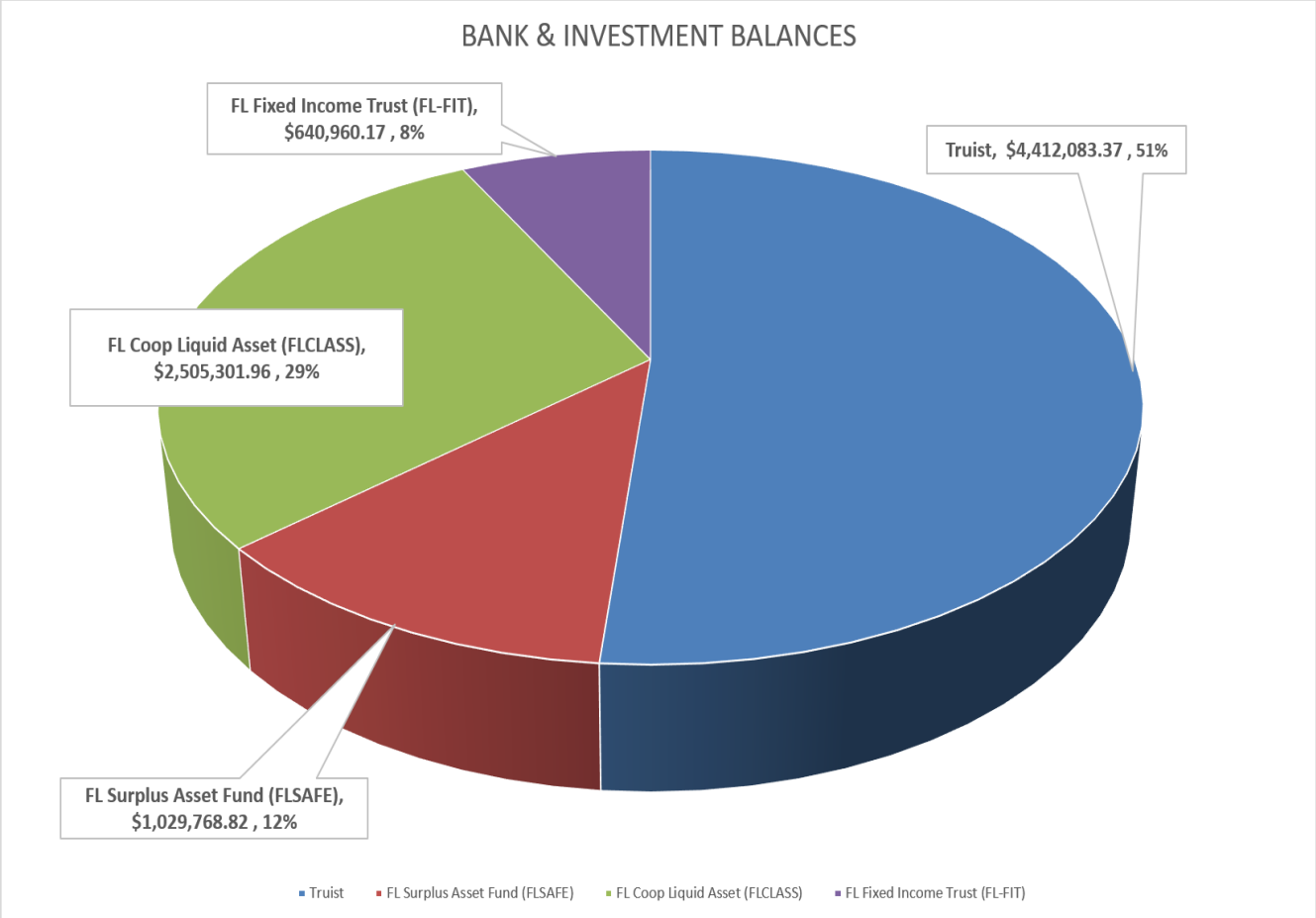
2. **Florida Cooperative Liquid Asset Securities System (FLCLASS)** - an intergovernmental investment pool authorized under Section 218.415, Florida Statutes and was created via an interlocal agreement by and among state public agencies as described in Section 163.01, Florida Statutes. FLCLASS provides Florida governmental entities with a convenient method for investing in high-quality, short- to medium-term securities carefully chosen to provide for safety and liquidity while still prioritizing interest earnings.

   FLCLASS strives to minimize risk by managing our portfolios in a manner that emphasizes the preservation of principal and only invests in securities that are permitted pursuant to the laws of the state of Florida, Florida's Investment of Local Government Surplus Funds Act, Florida Statutes, Chapter 218.415, and the FLCLASS Investment Policies. **Balance: $2,505,301.96**

3. **Florida Fixed Income Trust (FL-FIT)** - an investment solution designed specifically to fit the needs of Florida's local governments that as an inter-local government agreement, complies with state statutes and nearly all government investment policy requirements. Each pool is diversified and tailored specifically for an investment horizon, thereby allowing participants to choose the appropriate pool to meet specific cash flow needs. **Balance: $640,960.17**

Each of the above investment funds are either AAAm rated or are FDIC insured, providing the utmost in safety of principle for the City's investments. Efforts to diversify the investment portfolio of the City through investment of funds with FLSAFE continue to provide additional returns and needed diversification of investment funds.

Total operating and investment portfolio funds for the illustration below are based on $8,588,114.32:



$4,412,083.37 – Truist Bank Checking Account (51%)

$2,505,301.96 – Florida Cooperative Liquid Asset Securities System – FLCLASS (29%)

$1,029,768.82 – Florida Surplus Asset Fund-FLSAFE (12%)

$ 640,960.17 – Florida Fixed Income Trust-FLFIT (8%)

$8,588,114.32 balances on October 31, 2026

CITY CHARTER & CODE OF ORDINANCES – FINANCIAL RESERVES

Section 10.5. - Establishment of reserves; transfer of funds; and authorization for loans; when permitted.

(a) *Establishment of reserves:*

(1) *General fund:* The city commission shall, by ordinance, establish and maintain a General Fund Emergency/Contingency Reserve. Funds within this reserve shall be used for purposes of an emergency as declared by at least three (3) affirmative commissioner votes. Funds shall not be transferred or expended for nonemergencies without at least four (4) affirmative votes of the city commission.

(b) *Transfer of funds:* The city commission shall have the authority, whenever it is deemed necessary, to increase or decrease any particular fund contained in said budget. No transfer shall be made out of any sinking fund or funds.

(c) *Authorization for loans:* If the city commission should deem it wise and appropriate, they may authorize the city manager to effect a loan or loans from any source under such terms and provisions as the city commission may authorize, pledging the credit of the city for such purpose or purpose.

(Ord. No. 2017-11, § 1, 11-14-2017/3-13-2018)

Sec. 2-301. - Emergency reserve fund.

(a) *Established; balance.*

(1) A fund shall be established and maintained to be designated as the "general fund emergency reserve." The balance for the fund shall be $100,000.00. The $100,000.00 shall be reserved in the general fund reserve out of the available cash reserves in the general fund.

(2) The fund shall be maintained at the current balance throughout the budgetary year, except in the case of an emergency, as defined in subsection (b) of this section.

(3) If there is any payment from the emergency fund, the balance shall be replenished no later than the next fiscal year as reflected in the passage of the next fiscal budget.

(4) These reserve funds shall be carried forward to subsequent year budgets.

(b) *"Emergency" defined.* For the purpose of this section, an emergency is defined as a natural disaster such as a hurricane or tornado, declarations of such by the governor or President, or other sudden and unexpected occurrences causing extensive damage to the essential infrastructure of municipal operation or unanticipated costs to the community, provided it shall be recommended as such by the city manager, and concurred with by recorded vote of a majority of the city commission present at a meeting thereof, and voting on the matter.

(c) *Use of funds.* Funds within this reserve shall be used for purposes of an emergency as declared by at least three affirmative commissioner votes. Funds shall not be transferred or expended for nonemergencies without at least four affirmative votes of the city commission.

(Code 1989, § 2-2; Ord. No. 532, § 1, 4-21-1993; Ord. No. 555, § 1, 6-15-1994)

AGENDA ITEM NO. 4.3

WORK SESSION

Property Acquisition (2300/2301 Gulf Boulevard)

INDIAN ROCKS BEACH CITY COMMISSION
AGENDA MEMORANDUM

MEETING OF: November 10, 2026 **AGENDA ITEM:** 4.3

ORIGINATED BY: Ryan Henderson, City Manager

AUTHORIZED BY: Ryan Henderson, City Manager

SUBJECT: Discussion on Property Acquisition (2300/2301 Gulf Boulevard)

BACKGROUND:
At the September 8 City Commission meeting, the City Commission discussed a work session item on the potential purchase of the vacant property located between 23rd and 24th Avenue along Gulf Boulevard.

State law requires two separate appraisals for municipal purchases exceeding $500,000. The City has obtained both appraisals which are attached to this item.

The work session item is to discuss next steps should the City Commission choose to negotiate for the purchase of the property.

ATTACHMENT:
1. Tod Marr & Associates Appraisal
2. Robert Emil Keller Appraisal

TOD MARR & ASSOCIATES, LLC

Real Estate Appraisers & Consultants
4735 94th Street North, Unit A
St. Petersburg, Florida 33708

Office: 727.399.9118
Email: tmarr@todmarr.com

APPRAISAL REPORT

A 36,000 Sq. Ft. Commercial Parcel
East Side of Gulf Boulevard,
North Side of 23rd Avenue,
South side of 24th Avenue
Indian Rocks Beach, Florida 33785

Marr File #10264956



PREPARED FOR

Mr. Robin Gomez
Administrative Director
City of Indian Rocks Beach
1507 Bay Palm Boulevard
Indian Rocks Beach, Florida 33785

EFFECTIVE DATE

October 14, 2026

By

Brian DeMuth
Cert Gen RZ2473

Tod Marr, MAI, CCIM
Cert Gen RZ1237

Tod Marr and Associates, LLC

4735 94th Street North, Unit A
St. Petersburg, Florida 33708
Telephone (727) 399-9118
Email: tmarr@todmarr.com

Real Estate Appraisers
and Consultants
Tod Marr, MAI, CCIM
Cert Gen RZ 1237

October 22, 2026

Mr. Robin Gomez
Administrative Director
City of Indian Rocks Beach
1507 Bay Palm Boulevard
Indian Rocks Beach, Florida 33785

Re: An appraisal of a commercial site located on the east side of Gulf Boulevard, north side of 23rd Avenue, south side of 24th Avenue within the city limits of Indian Rocks Beach, Pinellas County, Florida 33785. It consists of three adjacent tax parcels, which are being valued together. Marr File #10264956

Dear Mr. Gomez:

At your request, we have prepared an appraisal report of the above referenced property. The purpose of the appraisal is to provide an opinion of the market value of the fee simple interest of the property described herein. The date of the on-site inspection, October 14, 2026, is the effective date of the valuation.

The following report contains a summary of the data, analysis, assumptions and limiting conditions on which we have based our value conclusions. Your attention is directed to the general assumptions and limiting conditions and certificate of appraisal which are considered typical for this type of assignment and have been included within the text of this report. This report has been prepared in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP).

The intended user of this report is the City of Indian Rocks Beach. This report is intended to be used by the City for possible acquisition of the property. The appraisal was prepared for the sole use and benefit of City of Indian Rocks Beach. The appraisers are not responsible for unauthorized use of this report and only the intended user may rely on its conclusions.

Based on the available market data and the following analysis, as of the effective date of appraisal, October 14, 2026, our opinion of the market value of the fee simple interest of the subject is estimated at

THREE MILLION TWO HUNDRED FORTY THOUSAND DOLLARS
($3,240,000).

Respectfully Submitted,

Digitally signed by Tod Marr
Date: 2026.10.22 15:40:57 -04'00'

Tod Marr, MAI, CCIM
Cert Gen RZ1237

Digitally signed by Brian DeMuth
Date: 2026.10.22 15:41:41 -04'00'

Brian D. DeMuth
Cert Gen RZ2473

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

Location:	The subject consists of three adjacent tax parcels located on the east side of Gulf Boulevard, north side of 23rd Avenue and south side of 24th Avenue, within the city limits of Indian Rocks Beach, Pinellas County, Florida 33785.
Parcel Numbers:	01-30-14-42030-043-0010, 0030 & 0040
Owner of Record:	Ariyana J. Saint Jennings, Trust; Ariyana J. Saint Jennings, Trustee
Property Rights Appraised:	Fee Simple Interest
Effective Date of Valuation:	October 14, 2026
Typing Date of Report:	October 22, 2026
Highest and Best Use:	Development of the parcel with a good quality commercial building or mixed-use type development.
Improvements:	The subject site is currently vacant and cleared. The perimeter of the site has split pole vinyl fencing.
Land Area:	36,000 square feet, or 0.83 acre, mol
Zoning Classification:	B, Business, by the City of Indian Rocks Beach
Future Land Use Designation:	CG, Commercial General
Census Tract:	276.03
Estimated Marketing Time:	6 Months

OPINION OF VALUE

Sales Comparison Approach:	$3,240,000
Final Value Estimate:	$3,240,000

SUBJECT PHOTOGRAPHS



VIEW OF PROPERTY, FACING NORTHEAST
FROM GULF BOULEVARD



VIEW OF PROPERTY, FACING SOUTHEAST
FROM GULF BOULEVARD



VIEW OF PROPERTY FACING SOUTH
FROM 24TH AVENUE



VIEW OF PROPERTY FACING SOUTHWEST



VIEW OF PROPERTY FACING NORTHWEST



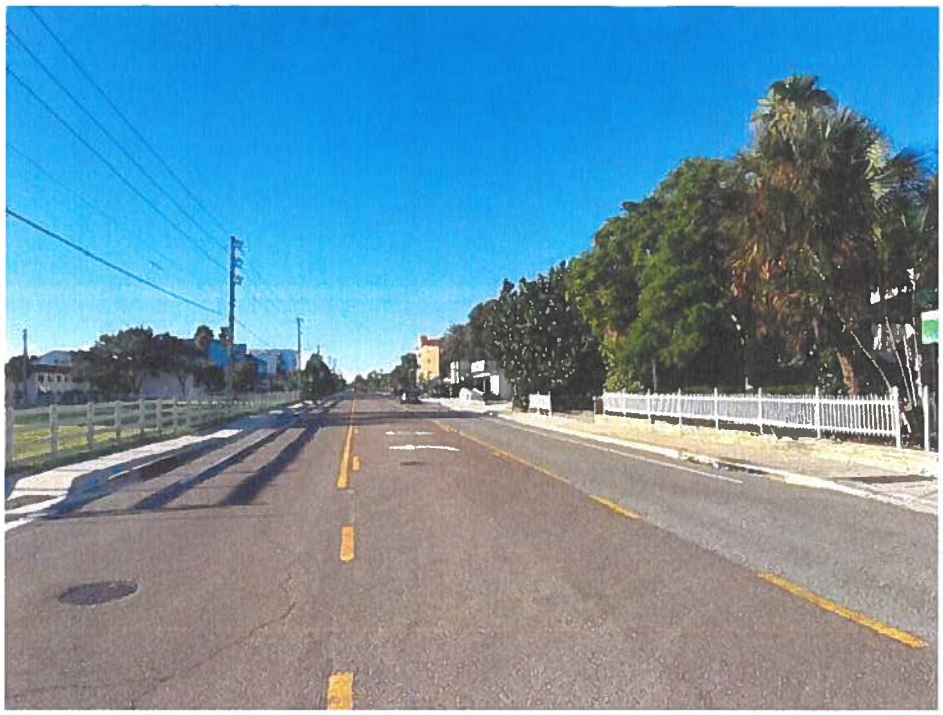
STREET SCENE, 23RD AVENUE FACING WEST,
SUBJECT ON RIGHT SIDE OF PHOTOGRAPH



STREET SCENE, 24TH AVENUE FACING WEST
SUBJECT ON LEFT SIDE OF PHOTOGRAPH



STREET SCENE, GULF BOULEVARD FACING NORTH
SUBJECT ON RIGHT SIDE OF PHOTOGRAPH



STREET SCENE, GULF BOULEVARD FACING SOUTH
SUBJECT ON LEFT SIDE OF PHOTOGRAPH

AERIAL IMAGE (GOOGLE EARTH)



FACING NORTHWEST

APPRAISAL REPORT
A 36,000 Sq. Ft. Commercial Parcel
East Side of Gulf Boulevard,
North Side of 23rd Avenue,
South side of 24th Avenue
Indian Rocks Beach, Florida 33785
Marr File #10264956

SCOPE OF WORK

In preparing this appraisal, we

- Inspected the subject site and surrounding neighborhood. Brian DeMuth made the site inspection on October 14, 2026, which is the effective date of the appraisal. The appraiser was unaccompanied at the time of inspection. The site size is based on information taken from the tax maps. The listing agent, Brad Meinck, was contacted for information regarding the property. Tod Marr made a prior inspection of the property.
- Gathered and reviewed specific data provided, as well as public record information, zoning code, and market data relative to the analysis of the subject.
- Gathered relevant data pertaining to the neighborhood from a personal inspection of the surrounding area as well as local publications and real estate journals.
- Discussed market conditions and trends with local brokers, managers, financial institutions and/or appropriate governmental agencies.
- Estimated the property's most probable and likely utilization under the basic real estate valuation principle of highest and best use.
- Gathered market information pertaining to land sales for the analysis of the subject. The sales comparison approach to value has been used. Sales and listings of vacant parcels and parcels with limited improvements were researched through Micro Base Plus, County Property Appraiser's website, Crexi and MLS. The primary area researched was the subject's immediate market area and along the Pinellas County Gulf Beaches. Verification of the comparables was through public records and/or a knowledgeable source.

This appraisal report is intended to comply with the reporting requirements set forth under the Uniform Standards of Professional Practice. As such, it presents summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated.

The sales comparison approach was used in the analysis. This method provides a credible estimate of value for the subject property. Sales of similar parcels were researched and used in the analysis. The sales were compared on a price per unit and per square foot of site area using a sales comparison chart. Because the subject is vacant, the

cost and income approaches are not considered applicable. The subject consists of three adjacent parcels which are being appraised together.

CLIENT

Mr. Robin Gomez
Administrative Director
City of Indian Rocks Beach
1507 Bay Palm Boulevard
Indian Rocks Beach, Florida 33785

APPRAISERS

Brian D. DeMuth
Cert Gen RZ 24

Tod Marr, MAI, CCIM
Cert Gen RZ 1237

PURPOSE OF APPRAISAL

The purpose of the appraisal is to provide an opinion of the "as is" market value of the fee simple interest of the subject property described herein. This appraisal is valuing the real estate only.

DATE OF APPRAISAL

The date of the on-site inspection was October 14, 2026, and is therefore, the effective date of the "as is" valuation. The typing date of this report is October 22, 2026.

INTENDED USER AND USE OF THE APPRAISAL

The intended user of this report is the City of Indian Rocks Beach. This report is intended to be used by the City for possible acquisition of the property. The appraisal was prepared for the sole use and benefit of City of Indian Rocks Beach. The appraisers are not responsible for unauthorized use of this report and only the intended user may rely on its conclusions.

INTEREST APPRAISED

The fee simple interest of the property described herein has been appraised. Liens and encumbrances, if any, have been disregarded and the property has been analyzed as though free and clear.

DEFINITION OF FEE SIMPLE ESTATE

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. Source: The Dictionary of Real Estate Appraisal, 6th edition, page 90

DEFINITION OF MARKET VALUE

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated.
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. Source 12 CFR part 34 subpart C-Appraisals 34 42 (g) Federal Register 34696

Important elements affecting market value include the time element, neighborhood and economic changes, as well as anticipation thereof. Market prices do not necessarily follow all of these concepts and are often affected by salesmanship and the urgency and need of the buyer and/or the seller.

The market value of the property appraised in this report is estimated as of the effective date of appraisal. Constantly changing economic conditions have varying effects upon real property values. Even after the passage of a relatively short period, property values may change substantially and require a review of the appraisal and re-certification.

LEGAL DESCRIPTIONS

LOTS 1 and 2, BLOCK 43, RE-REVISED MAP OF INDIAN BEACH, as recorded in Plat Book 5, Page 6, of the Public Records of Pinellas County, together with all mineral rights, development rights, easements, riparian and littoral rights.

LOT 3, BLOCK 43, RE-REVISED MAP OF INDIAN BEACH, as recorded in Plat Book 5, Page 6, of the Public Records of Pinellas County, together with all mineral rights, development rights, easements, riparian and littoral rights.

LOTS 4 and 5, BLOCK 43, RE-REVISED MAP OF INDIAN BEACH, as recorded in Plat Book 5, Page 6, of the Public Records of Pinellas County, together with all mineral rights, development rights, easements, riparian and littoral rights.

The above legal descriptions were obtained from tax records. They are assumed correct, and no warranty is made as to their accuracy.

TAX INFORMATION

Parcel Numbers:	01-30-14-42030-043-0010, 0030 & 0040
Owner of Record:	Ariyana J. Saint Jennings, Trust; Ariyana J. Saint Jennings, Trustee
Assessed Value (2025):	$1,897,200 (total)
Millage Rate:	15.8672
Ad Valorem Taxes:	$30,103.24
Non Ad Valorem Taxes:	$285.00
Gross Real Estate Taxes:	$30,388.24

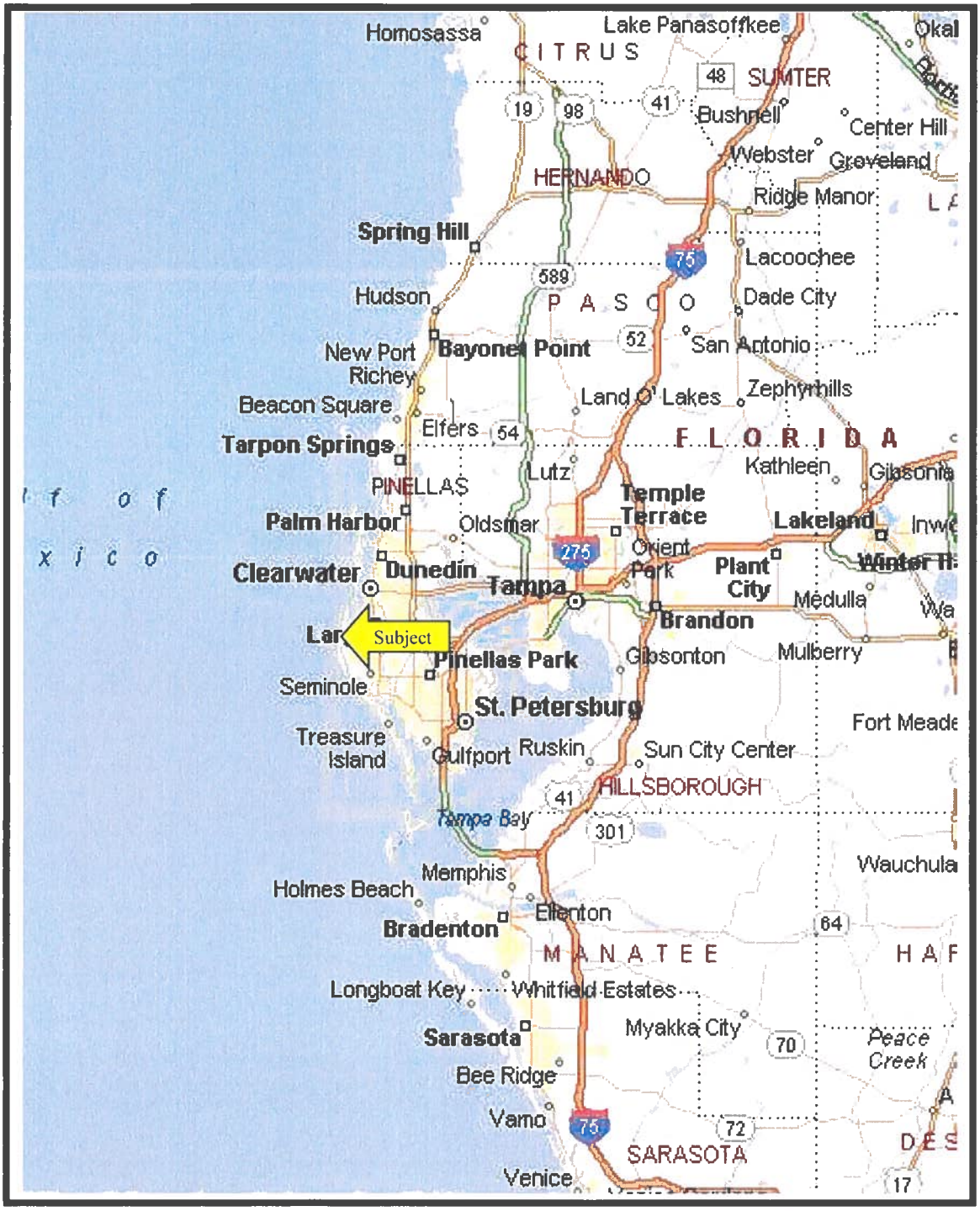
The 2025 taxes have been paid and there are no delinquencies. The subject 2026 total proposed assessed value is $1,958,400. Based on the analysis, in our opinion the assessed value is low and could increase, resulting in an increase in the real estate taxes.

SALES HISTORY OF THE SUBJECT PROPERTY

The subject has not transferred ownership in the past three years. The property is currently listed for sale with Brad Meinck of Asset and Key. The current asking price is $3,900,000, reduced from the original price of $5,000,000. It has been on the market for roughly seven months. Mr. Meinck indicated there was an early offer of roughly $4,500,000, however, after the prospective buyer met with the City, the contract fell through. There was also a recent offer of $2,500,000; however, it was not accepted. Based on the analysis, in our opinion, the listing price is above the property's current market value.

HIDDEN CONDITIONS

We assume that there are no hidden or unapparent conditions of the property, subsoil or structures, which would make it more or less valuable than otherwise apparently comparable property. We assume no responsibility for such or for engineering which might be required to discover such conditions.



REGIONAL MAP

NEIGHBORHOOD DESCRIPTION

A neighborhood can be a portion of a city, community or an entire town. It is usually considered to be an area that exhibits a fairly high degree of homogeneous, as to use, tenancy and certain other characteristics. Homogeneity is a state of uniform structure or composition throughout. Therefore, in real estate terminology, a homogeneous neighborhood is one in which the property types and uses are similar. A neighborhood is more or less a unified area with somewhat different boundaries.

The subject is located in west-central Pinellas County, within the city limits of Indian Rocks Beach, Florida. The neighborhood boundaries could be defined as the Intracoastal Waterway to the east, the Gulf to the west, Indian Shores to the south and Belleair Beach to the north. Indian Rocks Beach is a beach-front community with a heavy concentration of beach-front condominiums, townhomes, hotels, cottages, single-family homes and commercial buildings. The neighborhood is heavily tourist and recreation oriented due to the long expanse of beach frontage.

The area is fully developed with a good mix of residential and commercial properties. The main traffic artery, Gulf Boulevard, runs in a north-south direction through the neighborhood. It connects Clearwater Beach to the north, with St. Pete Beach to the south. Belleair Beach is located to the immediate north of Indian Rocks Beach and Indian Shores is located to the immediate south. Gulf Boulevard is lined with a mix of commercial and residential properties. The improvements in the neighborhood are generally maintained in average to good condition.

In 2024, Pinellas County's beaches were heavily impacted by Hurricane Helene and Hurricane Milton, which occurred in September and October, respectively. The strongest effects were felt along barrier island beaches between Clearwater Beach and St. Pete Beach, including Indian Rocks Beach. The storm surge and waves from Hurricane Helene caused extensive sand erosion, damaged dunes, and flooded coastal roads and properties. Hurricane Helene was roughly 100 miles offshore and ultimately made landfall well north of the Tampa Bay area; however, it pushed historic storm surge levels into Tampa Bay and onto the barrier islands. Most properties along the barrier islands were flooded. These impacts were compounded later by Hurricane Milton, which brought destructive winds and additional surge that worsened erosion and structural damage. Although many properties have been subsequently repaired, there are still numerous properties which are still storm damaged.

In response, Pinellas County and local municipalities launched a large-scale recovery effort that included debris removal, emergency dune stabilization, and major beach renourishment projects. Using tourism tax revenue and state assistance, millions of cubic yards of sand have been replaced and work has begun to restore protective dunes. Most restaurants, retail establishments and hotel/motels have been reopened.

There is some new construction occurring in the subject market area. Numerous new single-family homes are being constructed throughout the neighborhood. Two adjacent commercial zoned parcels at the southeast corner of Gulf Boulevard and 3rd Avenue are

being developed with a six-unit short-term rental property, with ground floor parking. New residential development is occurring at the southwest corner of Gulf Boulevard and 23rd Avenue. The restaurant and bar located at 125 Gulf Boulevard, Indian Rocks Beach, recently closed. It was formerly Monstah Lobster/JD's. It is being redeveloped with a multi-level restaurant with a rooftop bar (same owner).

The Florida Association of Realtors reported a decrease of 1.4% in statewide sales activity of existing single-family homes in the August year-to-year comparison. August sales of existing townhouse-condos statewide decreased by 1.8% for the same time period. The Tampa Bay area has seen a decrease in sales of single-family homes of 7.6%. Sales of condos and townhomes were down by 7.9% in the year-over-year report. The median statewide sale price for single family homes was up by 1.2% and townhouse-condos median sale prices increased by 2.8% for the same time period. The medium sale price for single family homes in the Tampa Bay area was up by 2.5% and the median sale price for townhomes/condos saw and increase of 4.1%, year over year. The inventory of single-family homes for sale in Florida was down 13.0% and the month's supply inventory was down 18.9%. The inventory of townhouses and condos for sale in Florida decreased by 11.5% and the month's supply decreased 17.2%.

The Bureau of Labor Statistics reported the August 2026 unemployment rate for Florida at 4.5%, which is higher than its historic low of 2.8% in February 2020, and down significantly from 14.1% in May 2020. In an effort to quell the spread of Covid-19, the Florida Governor issued a statewide stay-at-home order, effective on April 3, 2020. The number of people applying for unemployment benefits subsequently increased significantly, but as the state began to open back up, the unemployment rate continued to decrease. Pinellas County had an unemployment rate of 2.9% in December 2019, which spiked to 14.7% in April 2020. As the county started to open back up, the unemployment rate dropped and was reported at 4.3% in August 2026.

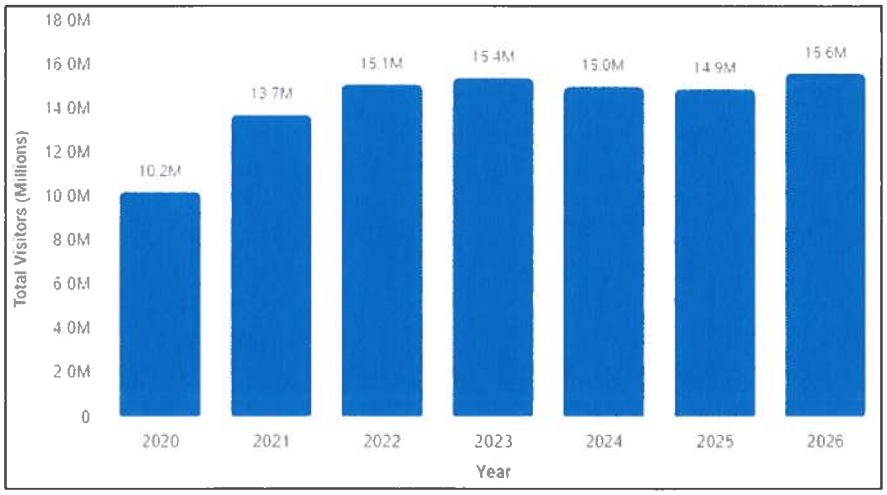
The Federal Reserve economic report for economic activity in the Sixth District released in August 2026 includes the subject area. The economy of the Sixth District continued to grow at a modest pace over the reporting period. Employment levels were unchanged, on balance, and wages continued to grow by low single digits. Prices and input costs rose moderately. Consumer spending, travel and tourism, and residential real estate sales increased modestly. Commercial real estate, manufacturing, and energy saw moderate growth and demand for transportation grew slowly. Loan growth was modest and driven by specialized lending and construction activity.

The Consumer Price Index for All Urban Consumers (CPI-U) rose 0.4% in August 2026, on a seasonally adjusted basis. The annualized inflation rate rose by 3.4% over the past 12 month period. As a result of high inflation, the Federal Reserve had been increasing rates. The Fed raised the federal funds rate numerous times between March 2022 and the third week of July 2023; however, it remained unchanged for the following year. As inflation has begun to decrease, the Fed made its three cuts in 2024, a 0.25% rate cut in September 2025 and a 0.25% rate cut in December 2025. As inflation began to rise again, the Fed made another rate hike of 0.25% in September 2026.

The area is well served by local utilities and government services. The Pinellas County mainland is located within close proximity to the east. It is accessed by Walsingham Bridge to the north of the neighborhood and by Park Boulevard to the south of the neighborhood. Recreational and social amenities are abundant in the area. The area is fully developed, and new development is through razing of older existing structures.

Data from Visit St. Pete-Clearwater indicates that visitation to Pinellas County in 2026 is experiencing a significant increase compared to 2025. In 2025, Pinellas County welcomed nearly 15 million overnight visitors, generating over $10 billion in economic impact, despite the slowdown following the late-2024 hurricanes. The 2026 data shows that the tourism industry has rebounded, outpacing the prior records set in 2023. It has been driven by increased hotel occupancy, stronger vacation rental performance, and a surge in domestic and returning international travelers. Four of the first five months of 2026 established new monthly records. The traditional spring peak season (February through April) drew 4.7 million visitors, generating $36.15 million in Tourist Development Tax (TDT) collections, surpassing April 2025 bed tax revenue by 14%. By May 2026, the county recorded 3.1 million monthly visitors (a 9.7% year-over-year increase) and reached over $71 million in cumulative fiscal year-to-date TDT collections, tracking roughly 1.5% higher than the county's previous best historical timeline.

Pinellas County Annual Overnight Visitors (2020 - 2026)



In summary, the neighborhood is located on the barrier islands of Pinellas County. Recreational and social amenities are abundant in the area. The area is 100% developed and new development is through the razing of older existing structures. Existing properties are typically adequately maintained. After several years of increasing property values, they appear to have leveled off. As inflation and interest rates have risen, additional pressure has been placed on the market.



NEIGHBORHOOD MAP

SITE DESCRIPTION

Location

The subject consists of three adjacent tax parcels located on the east side of Gulf Boulevard, north side of 23rd Avenue, south side of 24th Avenue, within the city limits of Indian Rocks Beach, Pinellas County, Florida 33785. It is one block east of the beach, which can be accessed from 23rd and 24th Avenues. The subject is located north of an office building, west of residential properties, south of a restaurant/bar and east of multi-tenant retail building and two single-family homes.

Size and Shape

The site is rectangular and contains a gross area of 36,000 square feet, or 0.83 acre, mol. It has 300' of frontage on the east side of Gulf Boulevard, 120' on the south side of 24th Avenue and 120' on the north side of 23rd Avenue. See tax map and aerial photograph at the end of the site description for a visual depiction.

Ingress/Egress (Access)

The subject is accessed from three public roads, Gulf Boulevard, 23rd and 24th Avenues. Gulf Boulevard is the main north-south road along the Pinellas County Gulf Beaches. It runs from St. Pete Beach, north to Clearwater Beach. In the area of the subject, it is a two-lane road with a center median. The 2025 average annual daily traffic count for Gulf Boulevard in the area of the subject was 17,000. 23rd and 24th Avenues are two-lane roads which provide access to the residential area to the east. They have limited traffic flow. There is a 10'wide unimproved alley along the east side of the subject site. Access to the subject site is considered good.

Topography and Soil

The site is generally level, above street grade and is cleared. No on-site water retention is provided. Storm water drainage is assumed to be adequate. An environmental audit was not provided. Based on a visual inspection, there did not appear to be any adverse environmental conditions regarding the soil or subsoil. We are not experts in this field and give no warranty as to soil or subsoil conditions. This appraisal is valuing the subject as though it is clean with no soil contamination.

Utilities

All utilities are currently available to the site. Electric service is available from Duke Energy and telephone service is available by private providers. Public water and sewer services are provided by the City of Indian Rocks Beach.

Nuisances and Hazards

No nuisances or hazards were observed at the time of the physical inspection. Per FIRM community panel number 12103C 0113H, map dated August 24, 2021, the subject is

located in flood hazard AE. The minimum elevation is 8 feet. Flood insurance is typically required for structures located within this flood designated area. See flood map at end of site description. The flood zone should be confirmed by a flood certification.

Easements and Encroachments

There appears to be a utility easement running along the east side of the subject site. No easements or encroachments, which would adversely affect the subject, were observed at the time of the physical inspection or review of survey and plat map. It is assumed that none are present.

Zoning/Future Land Use Designation

The subject property is zoned B, Business, by the City of Indian Rocks Beach. It has a compatible CG, Commercial General, future land use designation. The purpose of this district is to provide for retail shopping areas. The Business district correlates with the Commercial General Category of the countywide plan. Permitted uses include the following:

- Retail and personal services
- Business and financial service uses
- Offices
- Service stations
- Restaurants
- Public land and buildings
- Dwelling, single-family on the floors above commercial
- Dwelling, two-family on the floors above commercial
- Dwelling, multifamily on the floors above commercial
- Hotels, motels and motor lodges
- Bed and breakfast establishments in accordance with section 110-592
- Mixed use of commercial and residential
- Temporary lodging use
- Craft/microbrewery, winery, or distillery
- Paid parking lots shall be a permitted use solely in the business district triangle overlay zone

The minimum site area is 5,808 sf. Setback requirements are 25' for front yard, 15' for rear yards and 20' for north/south streets. The maximum allowed density is 18 units per acre for permanent dwelling units and 15 units per acre for temporary lodging. The minimum unit size is 200 sf. The maximum building height is 25' above pilings and a total 0f 35'. The maximum floor area coverage is 0.55. First floor residential use is a special exception use.

Concurrency

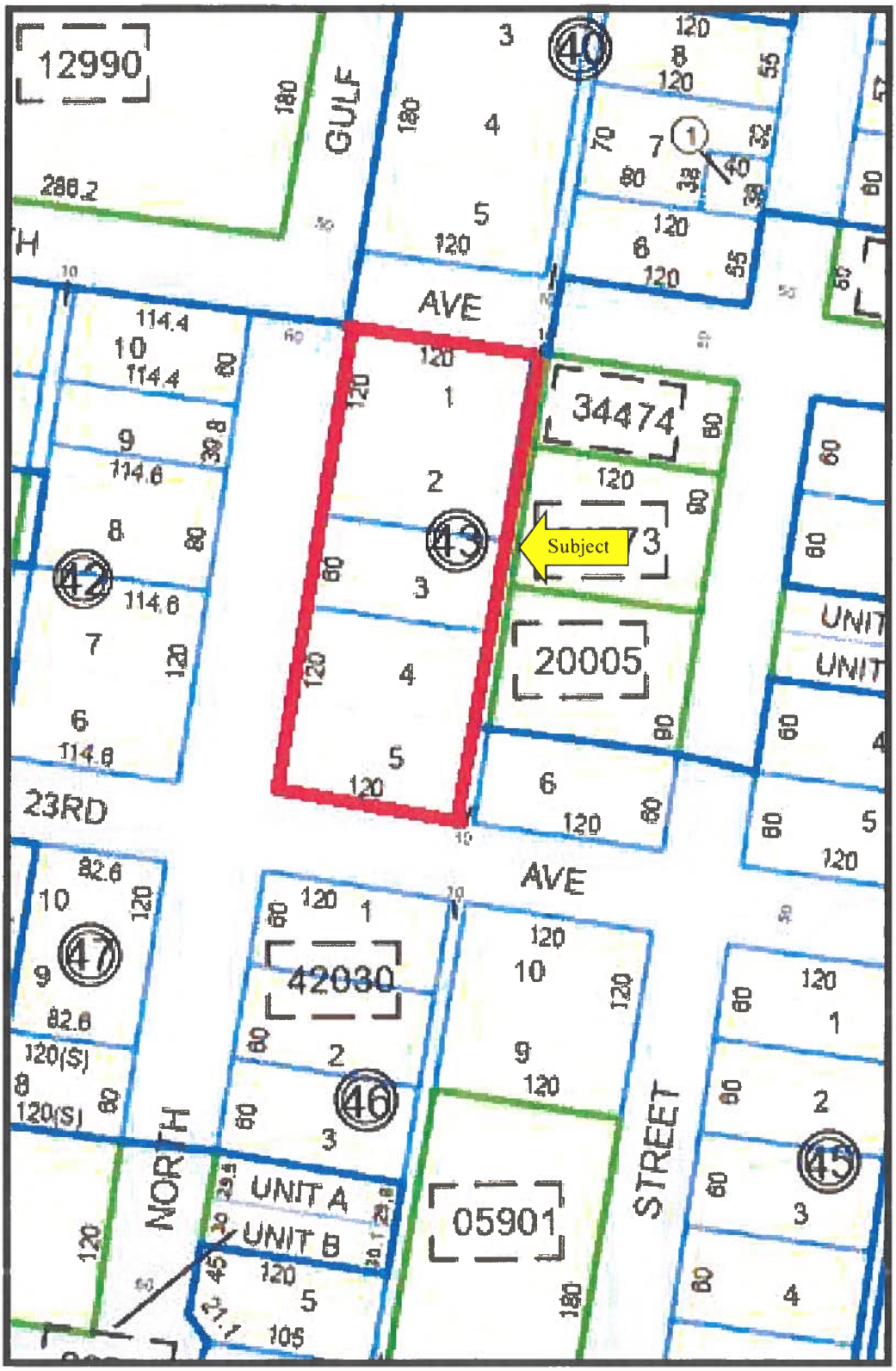
The January 1990 enactment of Concurrency Laws in the state of Florida directly impacts the use of a site. Concurrency is part of the 1985 Growth Management Act, which states

in part that all of an area's infrastructure, which are or will be affected by the development of a property must be in place or concurrent with development and must be adequate.

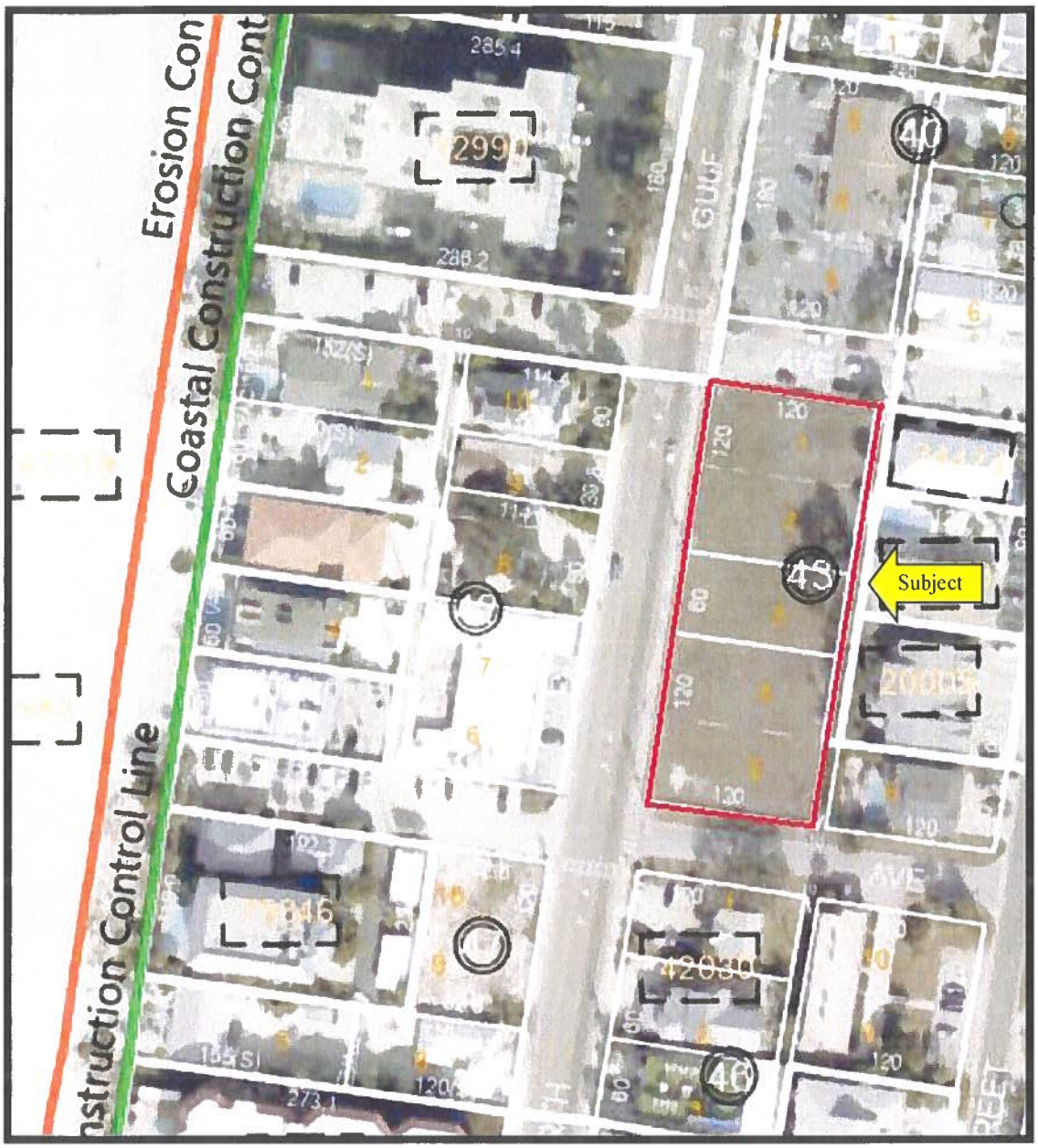
In mid-2011 the Florida legislature made major changes to the growth management laws. The act was changed from the "Local Government Comprehensive Planning and Land Development Regulation Act" to the "Community Planning Act". This reflected a change from State oversight to local government control of the planning and growth management process. The Act's purpose moves from "control future development" to "manage future development consistent with the proper role of local government". The new statement focuses on recognizing and protecting "the traditional economic base of the state, agriculture, tourism and military presence" while also encouraging "economic diversification, workforce development and community planning". Concurrency does not appear to affect potential development of the subject property.

Summary

In summary, the subject consists of three adjacent tax parcels located on the east side of Gulf Boulevard, north side of 23rd Avenue, south side of 24th Avenue within the city limits of Indian Rocks Beach. It is located one block east of the Gulf. It is rectangular and contains 36,000 square feet, with a good amount of road frontage. The site is cleared, generally level and above street grade. The site is zoned B, Business, by the City of Indian Rocks Beach. It has a compatible CG, Commercial General, future land use designation.


12990
GULF
AVE
34474
Subject
20005
23RD
AVE
42030
UNIT A
UNIT B
05901
STREET
NORTH
UNIT
UNIT

TAX MAP



AERIAL PHOTOGRAPH WITH TAX MAP OVERLAY


12103C0111H
eff. 8/24/2021
City of Indian Rocks Beach
125117
Zone AO
(DEPTH 2)
Zone AE
(EL 8)
12103C0113H
eff. 8/24/2021

FLOOD MAP

HIGHEST AND BEST USE

The highest and best use is defined as: The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility and maximum productivity. Alternatively, the probable use of land or improved property-specific with respect to the user and timing of the use-that is adequately supported and results in the highest present value.

The highest and best use of land or site as though vacant is defined as: Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made of labor, capital, and coordination. The use of a property based on the assumption that a parcel of land is vacant or can be made vacant by demolishing any improvements.

The highest and best use of property as improved is defined as: The use that should be made of a property as it exists. An existing property should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one. Source: The Dictionary of Real Estate Appraisal, 5th Ed pg 93

Implied within these definitions is recognition of the contribution that specific use to community environment or to community development goals in addition to wealth maximization of individual property owners. Also implied is that the determination of highest and best use results from the appraiser's judgment and analytical skill, i.e., that the use determined represents an opinion, not a fact to be found.

In appraisal practice, the concept of highest and best use represents the premise upon which value is based. In the context of most probable selling price (market value) another appropriate term to reflect highest and best use would be most probable use. In the context of investment value an alternative term would be most profitable use." The four tests that a use must meet to qualify as the highest and best use are:

1. Physical Possibility
2. Legal Permissibility
3. Financial Feasibility
4. Maximum Profitability

Highest and Best Use as Though Vacant

Physical Possibility

Physical possibility or physically possible uses are those uses, which could be physically put on the subject site. These uses change with the size, shape, soil, and terrain of the property. This test also considers whether public utilities are available to the site.

The subject is located on the east side of Gulf Boulevard, north side of 23rd Avenue, south side of 24th Avenue within the city limits of Indian Rocks Beach. It is one block east of the Gulf, which can be accessed from 23rd and 24th Avenues. It is located in an area of residential and

commercial type development. The site is 36,000 sf or 0.83 acre with a good amount of street frontage. The site is rectangular and is considered adequate for development. All typical utilities are available to the site. Based on the subject's location, size, shape and topography, it is well suited for development.

Legal Permissibility

Legal permissibility or legally permissible uses are those uses, which are legally allowed on the subject site. These uses vary with the type of zoning, building codes, deed restrictions, and environmental restrictions imposed on the subject site.

The subject is zoned Business by the City of Indian Rocks Beach, with a compatible Commercial General future land use designation. Permitted uses include retail and personal services, business and financial service uses, offices, service stations, restaurants, public land and buildings, dwelling, single-family on the floors above commercial, dwelling, two-family on the floors above commercial, dwelling, multifamily on the floors above commercial, hotels, motels and motor lodges, bed and breakfast establishments in accordance, mixed use of commercial and residential, temporary lodging use, craft/microbrewery, winery, or distillery, paid parking lots shall be a permitted use solely in the business district triangle overlay zone.

The minimum site area is 5,808 sf. The maximum allowed density is 18 units per acre for permanent dwelling units and 15 units per acre for temporary lodging. The minimum unit size is 200 sf. The maximum building height is 35' and 25' above pilings and the maximum floor area coverage is 0.55. Considering the subject's site size and zoning classification it appears that most all the permitted uses would be physically possible and legally permissible.

Financial Feasibility

The test of financial feasibility or financially feasible considers those uses, which are both physically possible and legally permissible. It determines among them; which uses, if any, would generate a positive return to the property. Considering current market conditions, the subject zoning, location and other physical characteristics, in our opinion, the development of the site with a good quality commercial, short term-rental property, and/or mixed use type development would be financially feasible. Multi-residential development would only be allowed by special exception.

Maximally Productive

Among the financially feasible uses, the use that provides the highest rate of return or value is the use that is maximally productive and therefore, the highest and best use of the property. In our opinion, the highest and best use of the subject is development of the subject site with an average to good quality commercial building, short term rental property and/or mixed use type development.

THE VALUATION PROCESS

The estimate of market value for real property involves a systematic process in which the problem is defined, the work necessary to solve the problem is planned, and the data required; is acquired, classified, analyzed and interpreted into an estimate of value. In this process, three approaches are used by the appraiser to estimate value. They are:

THE COST APPROACH
THE SALES COMPARISON APPROACH
THE INCOME CAPITALIZATION APPROACH

The cost approach is a method in which the value of a property is derived from creating a substitute property with the same utility as the subject property. In the cost approach, the appraiser must estimate the market value of the subject site as if vacant, by using the direct sales comparison approach, then estimate the reproduction cost new of the improvements. Depreciation from all sources is estimated and subtracted from the reproduction cost new of the improvements. The depreciated reproduction cost of all improvements is then added to the estimated site value with the results being an indicated value by the cost approach.

The sales comparison approach also referred to as the market approach involves the comparison of similar properties that have recently sold or similar properties that are currently offered for sale, with the subject property.

The income capitalization approach is a process which discounts anticipated income streams (whether in dollar income or amenity benefits) to a present worth figure through the capitalization process. The appraiser is again faced with obtaining certain data related to the subject and comparing it to similar physical, functional and economic properties. Comparable rental information is analyzed to estimate potential gross income (actual and/or comparative) to determine a projected net income stream. The appraiser must estimate a capitalization rate, either through extraction from the market or using other available techniques. The net income stream is capitalized into an indicated value by this approach.

The sales comparison approach was used in the analysis. This method provides a credible estimate of value for the subject property. Sales of vacant and redevelopment parcels were researched and compared on a price square foot basis, using a sales comparison chart. Because the subject is vacant, the cost and income approaches are not considered applicable.

THE SALES COMPARISON APPROACH

The sales comparison approach involves a comparison of the subject property with similar properties that have recently sold in the same or competitive market. This approach is based primarily on the principle of substitution. This principle states, when several commodities or services with substantially the same utility are available, the lower price attracts the greatest demand and widest distribution. In other words, a prudent investor/purchaser would not pay more to acquire a given property in the market, considering that an alternative property may be purchased for less. The five basic steps in this analysis are listed below:

1. Research the market to identify similar properties for which pertinent sales listings offerings and/or rental data is available.
2. Qualify the data as to terms, motivating forces, or bona fide nature.
3. Analyze the salient characteristics of the comparable properties in relation to the property being appraised, particularly those items relating to date of sale, location, physical characteristics, and condition of sale.
4. Consider all dissimilarities and the probable effect on the price of each sale and derive individual market value indications for the property being appraised.
5. Formulate an opinion of market value from the pattern developed from the foregoing analysis.

A market investigation was conducted in the subject's area to find sales of properties comparable to the subject. The sales used were among the most pertinent transactions found and have been presented on the following pages.

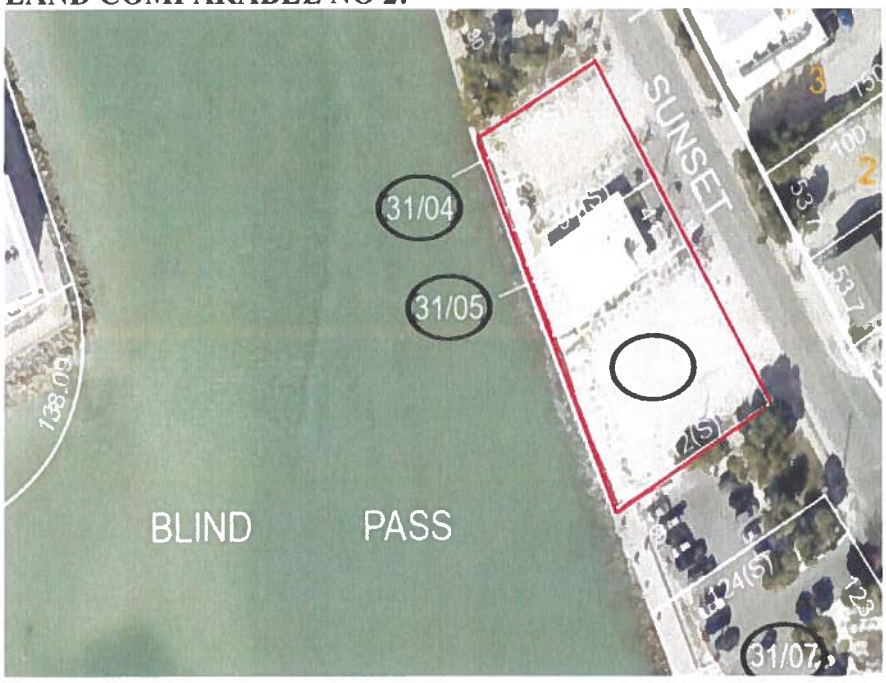
LAND COMPARABLE NO 1:



Address:	7210 Gulf Boulevard, St. Pete Beach, Florida 33706
Location:	West side of Gulf Boulevard, north side of 72nd Avenue and south side of 73rd Avenue
Parcel Number:	36-31-15-59152-000-0010
Date of Sale:	July 2026
Grantor:	Bay Area Lending Services, LLC
Grantee:	Ellie Mae FL, LLC
O.R. Book/Page:	23638/1664
Zoning/Future Land Use:	CC-2, Commercial Corridor
Topography:	Generally Level, Improved
Shape:	Rectangular
Utilities:	Available
Sale Price:	$2,700,000
Size:	24,515 sf or 0.56 acre, mol
Price Per Sq. Ft.:	$110.14
Financing:	Cash to Seller

Comments: This is the sale of a property located on Gulf Boulevard in a heavily tourist orientated area of St. Pete Beach. It is located proximate to the Gulf beaches. A portion of the property was improved with an apartment building built in 1935 and in poor condition. The improvements were indicated to have no contributory value. The property was purchased for redevelopment with a coffee shop and additional retail space. It was listed for sale for $2,975,000 and was on the market for two months. The sale was verified with the listing agent, Joe Stagliano.

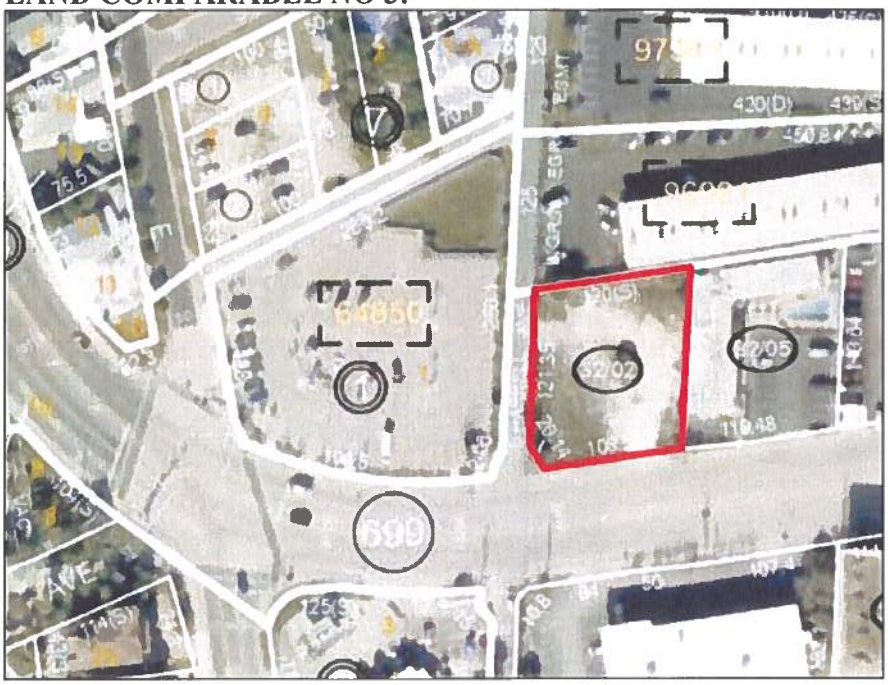
LAND COMPARABLE NO 2:



Address:	7308 Sunset Way, St. Pete Beach, Florida 33706
Location:	West side of Sunset Way, south of Corey Avenue, adjacent to Blind Pass, a deep water canal accessing the Gulf.
Parcel Number:	36-31-15-00000-310-0500, 0400 & 0600
Date of Sale:	January 2026
Grantor:	MSG Land, LLC
Grantee:	7308 Sunset, LLC
O.R. Book/Page:	23427/2262
Zoning:	CG-2, Commercial District
Topography:	Generally Level, Improved
Shape:	Rectangular
Utilities:	Available
Sale Price:	$2,400,000
Size:	21,059 sf or 0.48 acre, mol
Price Per Sq. Ft.:	$113.97
Financing:	Cash to Seller

Comments: This is the sale of three adjacent tax parcels located in St. Pete Beach. The site abuts Blind Pass and has an open view of the Gulf of Mexico. It is located in the area of restaurants and bars. The property sold improved with Woody's, a small restaurant (1,536 sf) which had been severely damaged by a hurricane in 2024. The property was indicated to have sold for land value. It was purchased by a local investor who would like to open a restaurant/bar. It was listed for sale for $3,850,000 and was on the market for three months. The sale was verified with the listing agent, Brad Kuskin.

LAND COMPARABLE NO 3:



Address:	9650 Gulf Boulevard, Treasure Island, Florida 33706
Location:	Northeast corner Gulf Boulevard/Blind Pass and Harrell Ave.
Parcel Number:	25-31-15-00000-320-0200
Date of Sale:	May 2024
Grantor:	9650 Gulf, LLC
Grantee:	9650 Gulf Blvd TI, LLC
O.R. Book/Page:	22798/2592
Zoning/Future Land Use:	CG, Commercial General
Topography:	Generally Level
Shape:	Rectangular
Utilities:	Available
Sale Price:	$850,000
Size:	16,479 sf or 0.38 acre, mol
Price Per Sq. Ft.:	$51.58
Financing:	Cash to Seller

Comments: This is the sale of a property located on the Blind Pass portion of Gulf Boulevard, in the southern portion of Treasure Island. The site is surrounded by a parking lot and older commercial and residential properties. It is located proximate to the Gulf beaches. The property sold vacant. It was purchased for possible townhouse development; however, it was indicated that due to density issues and cost of development, no construction has begun. The site has a commercial zoning and residential dwellings require a special exception. The property was listed for sale for $1,400,000, reduced to $995,000 and was on the market for seven months. The sale was verified with the listing agent, Debbie McGinty.

LAND COMPARABLE NO 4:



Address:	215 Gulf Blvd. & 214 1st St., Indian Rocks Beach, FL 33785
Location:	East side of Gulf Boulevard, west side of 2nd Street and south side of 3rd Avenue.
Parcel Numbers:	12-30-14-42858-005-0010 & 0150
Date of Sale:	May 2023
Grantor:	Aqua Prime Real Estate, LLC
Grantee:	STR Development, LLC
O.R. Book/Page:	22468/1507
Zoning/Future Land Use:	Business
Topography:	Generally Level, Improved
Shape:	Rectangular
Utilities:	Available
Sale Price:	$2,100,000
Size:	20,000 sf or 0.46 acre, mol
Price Per Sq. Ft.:	$105.00
Financing:	Cash to Seller

Comments: This is the sale of two adjacent tax parcels located on Gulf Boulevard in the commercial district of Indian Rocks Beach. It is located one block from the Gulf. The property was improved with a small drive-thru restaurant (708 sf) and an older (1926) residential cottage (810 sf) at the time of sale. The improvements had no value and the property was purchased for redevelopment with a six unit short-term rental property with ground floor parking. The property was listed for sale for $2,550,000 and was on the market for two weeks prior to contract. The sale was verified with the listing agent, Cheryl Crawford.



COMPARABLE LOCATION MAP

LAND COMPARABLE COMPARISON CHART

NAME	SUBJECT	COMP. #1	COMP. #2	COMP. #3	COMP. #4
SALE PRICE		$2,700,000	$2,400,000	$850,000	$2,100,000
LOCATION	Gulf Blvd. Indian Rocks	Gulf Blvd. St. Pete Beach	Sunset Way St. Pete Beach	Gulf Blvd. Treasure Island	Gulf Boulevard Indian Rocks
LAND SIZE (SQ FT.)	36,000	24,515	21,059	16,479	20,000
LAND SIZE (ACRES)	0.83	0.56	0.48	0.38	0.46
PRICE/SQ FT.		$110.14	$113.97	$51.58	$105.00
DATE OF APPRAISAL/SALE	Oct-26	Jul-26	Jan-26	May-24	May-23
MONTHS SINCE SALE		3	9	29	42
ADJUSTMENTS					
FINANCING/CONDITIONS OF SALE		0%	0%	0%	0%
FIN/COND OF SALE ADJ PRICE		$2,700,000	$2,400,000	$850,000	$2,100,000
MARKET CONDITIONS					
% ADJUSTMENT		0%	0%	0%	0%
TIME ADJUSTED SALE PRICE		$2,700,000	$2,400,000	$850,000	$2,100,000
PROPERTY CHARACTERISTICS					
OVERALL LOCATION	Average-Good	Superior	Far Superior	Inferior	Superior
TOPOGRAPHY	Adequate	Adequate	Adequate	Adequate	Adequate
LAND SIZE (SQ FT.)	36,000	24,515	21,059	16,479	20,000
SHAPE	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular
ZONING	Business	CC-2	CG-2	CG	Business
UTILITIES	Available	Similar	Similar	Similar	Similar
OTHER	None	None	None	None	None
OVERALL LOCATION	Average-Good	-15%	-25%	15%	-15%
TOPOGRAPHY	Adequate	0%	0%	0%	0%
LAND SIZE (SQ FT.)	36,000	0%	0%	0%	0%
SHAPE	Rectangular	0%	0%	0%	0%
ZONING	Business	0%	0%	0%	0%
UTILITIES	Available	0%	0%	0%	0%
OTHER	None	0%	0%	0%	0%
NET PROPERTY ADJUSTMEN		-15%	-25%	15%	-15%
ANALYSIS					
ADJUSTED PRICE		$2,295,000	$1,800,000	$977,500	$1,785,000
ADJUSTED PRICE/UNIT		$93.62	$85.47	$59.32	$89.25

EXPLANATION OF ADJUSTMENTS

Where appropriate, adjustments have been made to the comparables to account for material differences from the subject. The adjustment categories include financing/ conditions of sale, market conditions (time), location, topography, size, shape, zoning, utilities and other. The following is an explanation of the various adjustments.

Financing/Conditions of Sale

All sales were verified with the grantee, grantor, an informed party and/or public records. No under-market financing or any special considerations which may have influenced the comparable's selling price was discovered, therefore, no adjustments were made.

Market Conditions (Time)

Market conditions refer to the appreciation or depreciation of a property over a period of time. The effective date of the appraisal is October 14, 2026. Comparables 1 and 2 sold in 2026 and no adjustments were warranted. Comparables 3 and 4 are older sales, occurring in 2024 and 2023. Based on the analysis and a review of the comparables, no time adjustments were warranted.

Location

The factor included in this adjustment category is the general location of the comparables when compared to the subject. The subject is located on Gulf Boulevard in Indian Rocks Beach. Comparable 1 is located on Gulf Boulevard, St. Pete Beach, in an area of heavy tourist type development. It has a superior location and was adjusted downward for the difference. Comparable 2 is located on Sunset Way in a commercialized area of St. Pete Beach. If fronts on the water (Blind Pass), has a far superior location to the subject and was adjusted downward accordingly. Comparable 3 is located on Gulf Boulevard/Blind Pass Road in Treasure Island. It has an inferior location and based on a review of the sales, an upward adjustment was warranted. Comparable 4 is located on Gulf Boulevard and 3rd Avenue in Indian Rocks Beach. This is an area of heavy commercial development and proximate to newly developed Gulf front residential properties. It's location is superior to the subject and it was adjusted downward for the difference.

Topography

The subject site is vacant and generally level. The comparables sold with similar topographies; therefore, no adjustments were required.

Size

Size/shape adjustments were made on the basis of the comparables size/shape in relation to the subject. Typically, larger parcels or irregular shaped parcels tend to sell at a lower price per unit. Furthermore, smaller parcels are more affordable to a larger number of buyers indicating more demand and higher prices for smaller parcels. However, when larger parcels are scarce, making assemblage necessary, larger parcels typically sell at a higher price per unit. The subject is 36,000 square feet. The comparables are between

16,479 sf and 24,515 sf. They are relatively similar in size to the subject and compete in the same market segment. Based on a review of the sales, no adjustments were required.

Shape

The subject is rectangular and has adequate utility. The comparables have adequate shapes and no adjustments were warranted.

Zoning

The subject has a Business zoning classification by the City of Indian Rocks Beach. Comparable 4 has an identical Business zoning and no adjustment was warranted. Comparables 1, 2 and 3 have similar commercial zoning classifications and no adjustments were warranted.

Utilities

The subject and all four comparables have similar utilities available; therefore, no adjustments were warranted.

CORRELATION AND CONCLUSION

The comparables have adjusted prices between $59.32 and $93.62 per square foot, with a central tendency of $81.92. Comparable 1 is the most recent sale. Comparable 4 is located in Indian Rocks Beach and has an identical zoning. These two sales have been given primary weight. They have adjusted sale prices of $93.62 and $89.25 per square foot, respectively. Comparables 2 and 3 support these value indications and have been given secondary weight. They have adjusted sale prices of $85.47 and $59.32 a square foot.

Based on the analysis and the above comparables, as well as other sales and listings in this market area, the market value of the fee simple interest of the subject property is estimated at $90.00 per square foot and can be calculated follows:

$90.00	x	36,000 sf	=	$3,240,000

RECONCILIATION AND FINAL VALUE ESTIMATE

Reconciliation is defined as the last phase in the development of a value opinion in which two or more value indications derived from market data are resolved into a final value opinion in relation to a benchmark or a single point estimate. (The Dictionary of Real Estate Appraisal, 6th edition, pg 91) The following is a summary of the value conclusions obtained from the applicable approaches.

SALES COMPARISON APPROACH	$3,240,000

The sales comparison approach involves comparing similar properties that have recently sold, or similar properties that are currently offered for sale, with the subject. The basic principle of substitution underlies this approach, and it is considered a reliable value indicator. The four comparables used were considered the most pertinent found and are considered to provide a reliable indication of market value. Additional sales and listings in the area were also considered. The comparables were compared on the basis of price per square foot.

Based on the analysis, the market value of the fee simple interest of the subject, in "as is" condition, as of the effective date of October 14, 2026, in our opinion, is estimated at

THREE MILLION TWO HUNDRED FORTY THOUSAND DOLLARS ($3,240,000).

ESTIMATED MARKETING AND EXPOSURE TIME

Marketing time is an opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time. Source: The Dictionary of Real Estate Appraisal, 6th edition, page 140

Exposure time is the time a property remains on the market. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is always presumed to precede the effective date of an appraisal. Source: The Dictionary of Real Estate Appraisal, 6th edition, page 83

We have reviewed the marketing and exposure time for vacant and/or redevelopment parcels in the subject market area, as well as discussed it with real estate brokers. Most properties are on the market for about 3 to 9 months. Thus, in our opinion, if appropriately priced and properly marketed, a marketing time of about 6 months seems reasonable. As mentioned, exposure time is always presumed to occur prior to the effective date of the appraisal. An exposure time of about 6 months would have seemed reasonable.

ASSUMPTIONS AND LIMITING CONDITIONS

The market value estimate of the property or properties appraised is subject to the following assumptions and limiting conditions:

1. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.

2. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.

3. Responsible ownership and competent property management are assumed unless otherwise stated in this report.

4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.

5. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.

8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined and considered in this appraisal report.

9. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.

10. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for the reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report.

11. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

12. We are not experts in determining the presence or absence of hazardous substances, defined as all hazardous or toxic materials, wastes, pollutants or contaminants (including, but not limited to, asbestos, PCB, UFFI, or other raw materials or chemical(s) used in construction, or otherwise present on the property. We assume no responsibility for the studies or analyses which would be required to determine the presence or absence of such substances or for loss as a result of the presence of such substances. The value estimate is based on the assumption that the subject property is not so affected.

13. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.

14. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.

15. The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and improvements must not be used in conjunction with any other appraisal and is invalid if so used.

16. Possession of this report, or copy thereof, does not carry with it the right of publication or reproduction nor may it be used by anyone but the applicant without prior written consent of the applicant and the appraiser and in any event only in its entirety.

17. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media without the written consent and approval of the author, particularly as to the valuation conclusions, the identity of the appraiser or firm with which he/she is connected, or any reference to the Appraisal Institute, the MAI designation.

18. Certain data used in compiling this report was given to the appraiser from sources he considers reliable; however, he does not guarantee the correctness of such data, although as far as is reasonably possible the data has been checked and is believed to be correct.

19. The soil and the area of the subject appear to be firm and solid, unless otherwise stated. Subsidence in the area is unknown or uncommon but the appraiser does not warrant against this condition or occurrence.

21. Subsurface rights (mineral and oil) were not considered in making this report, unless otherwise stated.

20. Any riparian rights and/or littoral rights indicated by survey, map or plat are assumed to go with the property unless easements or deeds of record were found by the appraiser to the contrary.

21. The appraiser, by reason of this report, is not required to give testimony in court with reference to the property herein appraised nor is he obligated to appear before any governmental body, board or agent unless arrangements have been previously made thereof.

22. Neither our name nor report may be used in connection with any financing plan which would be classified as a public offering under state or federal securities laws.

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest or bias with respect to the parties involved.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- My analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, Tod Marr, MAI has completed the continuing education program for Designated Members of the Appraisal Institute.
- We have performed no services, as an appraiser or in any other capacity regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

Digitally signed by Tod Marr
Date: 2026.10.22 15:41:15 -04'00'

Tod Marr, MAI, CCIM
Cert Gen RZ 1237

Digitally signed by Brian DeMuth
Date: 2026.10.22 15:41:26 -04'00'

Brian D. DeMuth
Cert Gen RZ 2473

ADDENDUM

QUALIFICATIONS OF APPRAISER TOD MARR, MAI, CCIM

Education
Florida State University, 1985, Tallahassee Florida, Bachelor of Science Degree in Finance and Real Estate. Minor in Accounting.

Courses: Florida State University
Real Estate and Its Legal Environment; Real Estate Appraisal; Real Estate Feasibility Analysis Real Estate Finance; Real Estate Principles; Real Estate Market Analysis

Courses: American Institute of Real Estate Appraisers/Appraisal Institute

1A-1	Real Estate Principles	2-1	Case Studies in Real Estate
1A-2	Basic Valuation	2-2	Valuation Analysis/Report
1B-1	Capitalization Theory and Techniques	4	Litigation
1B-2	Capitalization Theory and Techniques	SPP	Standards Part A, B, & C
520	Highest and Best Use & Market Analysis	710	Condemnation Appraising

Courses: Commercial Investment Real Estate Institute

CI-101	Financial Analysis for Commercial Investment Real Estate
CI-201	Market Analysis for Commercial Investment Real Estate
CI-301	Decision Analysis for Commercial Investment Real Estate

Seminars:

Understanding Limited Appraisals	USPAP-Core Law
Appraisal Review-Income Properties	Accrued Depreciation
Persuasive Style Report Writing	Construction Cost Estimating
The Appraiser's Legal Liability	Sales Comparison Approach
Rates, Ratios & Reasonableness	Understanding Wetlands for
Valuation of a Less than Fee Acquisition	Appraisal Purposes & Mitigation
& Sales Comparison App. in Litigation	Banking as a Highest & Best Use
Appraising Rural Properties	SFWMD Appraisal Seminar
Appraisal Hotels	Residential Subdivision Analysis
Dairy Appraisal	Subdivision Valuation
Critical Issues	Property Tax Assessments
The Appraiser as Expert Witness	Real Estate Finance & Statistics
UAS for Federal Land Acquisitions	Site Valuation & Cost Approach

Valuation of Donated Real Estate, Including Conservation Easements

Professional Affiliations:
Member of the Appraisal Institute, MAI Designation #9440
Member of the Commercial Investment Real Estate Institute, CCIM Designation #7465
Member Pinellas County Realtor Organization & Florida Gulfcoast Commercial Association

Experience:
Owner, Tod Marr & Associates, Clearwater and Seminole, Florida, January 1993 to present
Staff Appraiser, Commercial Division, AppraisalFirst Inc. Clearwater, Fl (1986-1993)
Staff Appraiser, Southeastern Real Estate Appraisal Corp., St. Petersburg, Fl (1985-1986)

Licenses:
State-certified general appraiser RZ 1237
License Real Estate Broker, State of Florida
The Appraisal Institute conducts a program of continuing education for designated members. Designated members who meet the minimum standards of this program are awarded periodic educational certification. Tod Marr, MAI, is currently certified under this program.

QUALIFICATIONS OF APPRAISER **BRIAN D. DEMUTH**

Education:

Florida State University, Tallahassee, Florida 1989
Bachelor of Science Degree; Major - Finance and Real Estate

Professional Education:

Florida State University:
- Real Estate Principals and Practices
- Real Estate Law
- Real Estate Appraisal I
- Real Estate Appraisal II
- Real Estate Finance

Appraisal Institute:
- General Appraiser Report Writing and Case Studies
- Real Estate Appraisals Principles
- Basic Valuation techniques
- Capitalization Theory & Techniques 1B-1
- Capitalization Theory & Techniques 1B-2
- Standards of Professional Practice, Part A
- Standards of Professional Practice, Part B
- USPAP Core Law
- FHA & The Appraisal Process
- Valuation of Donated Real Estate, Including Conservation Easements

Other Courses:
- Residential Construction
- Apartment Appraising

Experience:

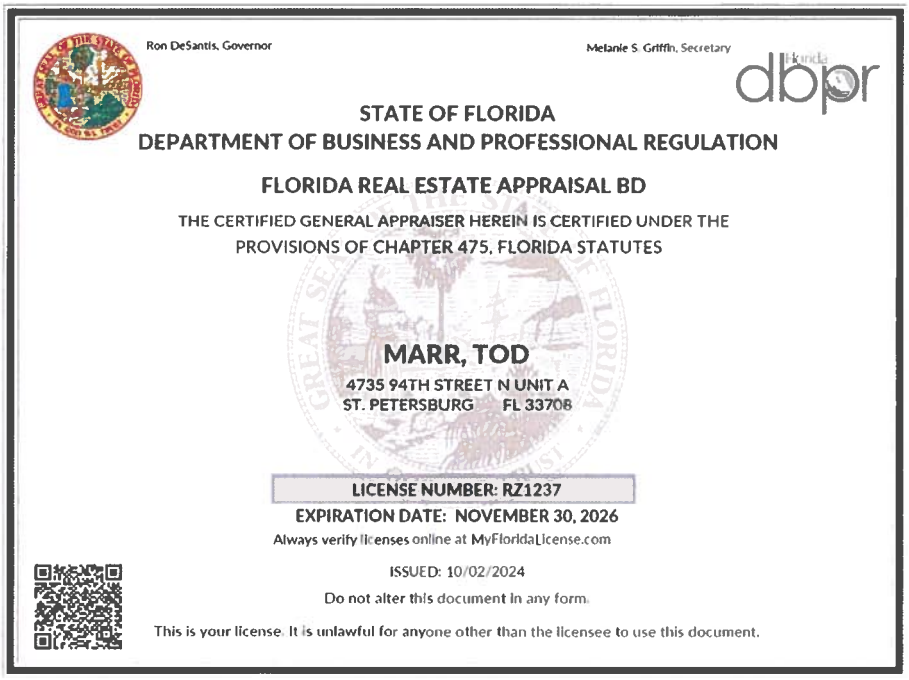
Staff Appraiser; Tod Marr & Associates, Seminole, Florida
Commercial Appraiser (8/00 to Present)

Staff Appraiser; Riggins, Atkinson, Combs & Associates, Clearwater, Florida
Commercial Appraiser (6/94 to 8/00)

Staff Appraiser; AppraisalFirst, Inc., Clearwater, Florida
Commercial & Residential Appraiser (6/89 to 6/94)

License:
State-certified general real estate appraiser RZ2473

COPY OF APPRAISERS' CERTIFICATIONS



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

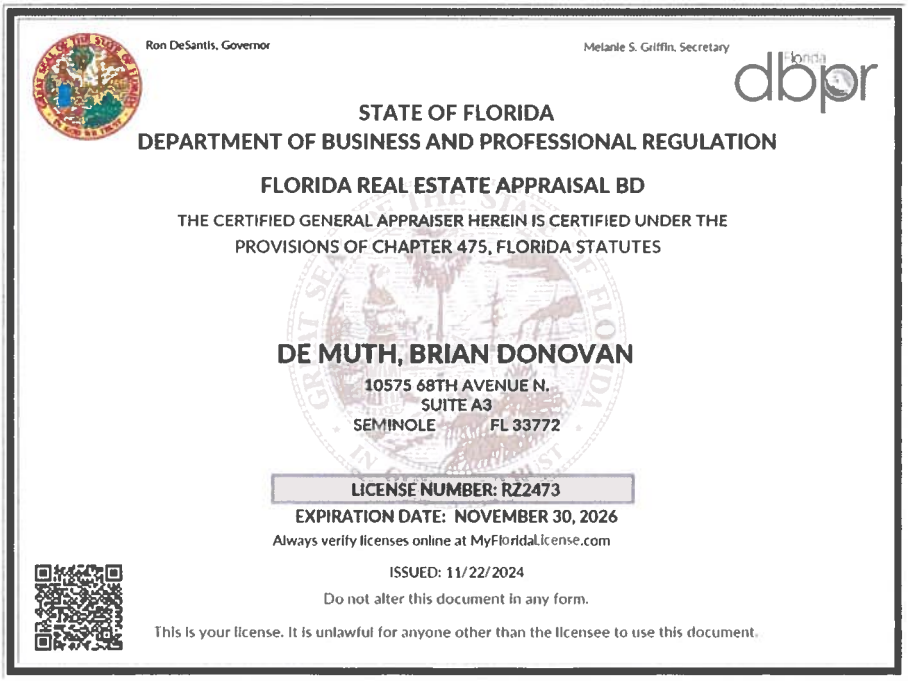
MARR, TOD
4735 94TH STREET N UNIT A
ST. PETERSBURG FL 33708

LICENSE NUMBER: RZ1237
EXPIRATION DATE: NOVEMBER 30, 2026
Always verify licenses online at MyFloridaLicense.com

ISSUED: 10/02/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

DE MUTH, BRIAN DONOVAN
10575 68TH AVENUE N.
SUITE A3
SEMINOLE FL 33772

LICENSE NUMBER: RZ2473
EXPIRATION DATE: NOVEMBER 30, 2026
Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/22/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Business zoning district—B.

A. *Definition; purpose and intent.* The purpose of this district is to provide for retail shopping areas. The B, business district correlates with the CG, commercial general category of the countywide plan. Any use which is not specifically identified as a permitted use, accessory use or special exception use is a prohibited use. Temporary lodging use of dwellings is permitted.

B. *Permitted uses.* The permitted uses in the B, business district are as follows:

1. Retail and personal services.
2. Business and financial service uses.
3. Offices.
4. Service stations.
5. Restaurants.
6. Public land and buildings.
7. Dwelling, single-family on the floors above commercial.
8. Dwelling, two-family on the floors above commercial.
9. Dwelling, multifamily on the floors above commercial.
10. Hotels, motels and motor lodges.
11. Bed and breakfast establishments in accordance with section 110-592.
12. Mixed use of commercial and residential.
13. Temporary lodging use.
14. Craft/microbrewery, winery, or distillery.
15. Paid parking lots shall be a permitted use solely in the business district triangle overlay zone.

C. *Accessory uses.* The accessory uses in the B, business district are as follows:

1. Parking lots.
2. Essential services.
3. Publicly-owned parks or recreation areas.
4. Certain portions of outdoor dining establishments allowing dogs.
5. Home occupations.

D. *Special exception uses.* First-floor residential use.

E. *Minimum building site area requirements.*

1. The minimum building site area requirements in the B, business district is 5,808 square feet.
2. The number of businesses on a lot shall be regulated by sections 110-371 through 110-377 and chapter 86. Where a platted lot exists as of February 1, 1983, having an area of less than 5,808 square feet, that actual area shall be considered the minimum lot size requirement for that lot.
3. Density: The maximum density is 18 units per acre for permanent dwelling units and 15 units per acre for temporary lodging.
4. Minimum unit size: 200 square feet of area exclusive of garage, carport, or open space.
5. Residential equivalent use shall not exceed three beds per dwelling unit with 18 dwelling units per acre.

F. *Setback requirements.* The following minimum setbacks shall apply in the B, business district:

1. Front yard setback in B zoning is 25 feet measured from the property line.
   i. All lots with a front, side or rear yard on Gulf Boulevard shall have a minimum of 25 feet from Gulf Boulevard as measured from the property line, unless elsewhere provided.
2. Rear yard:
   i. Lots with an alley on the rear shall be setback 15 feet.
   ii. Lots with no alley on the rear shall be setback 15 feet.
   iii. Minimum rear setback on a north/south street 20 feet
3. Side yard:
   i. Total side setback of 20 feet with a minimum of ten [feet] per side.
   ii. If the property is a corner lot (fronts on two bisecting streets), the side setback shall be a minimum of 15 feet on the street and a minimum of ten feet on the other side.

G. *Maximum building height.* For buildings constructed on pilings, the maximum height of pilings is ten feet. The maximum height of a building above pilings is 25 feet.

H. *Maximum floor area ratio.* Maximum floor area ratio in the B business district for non-residential use is 0.55.

I. *Impervious surface ratio (ISR).* Maximum impervious surface ratio (ISR) in the B business district for non-residential use is 0.70.

J. *Construction on substandard lots.* A single-family home may be constructed on a lot of record existing on May 11, 1981, as a permitted use in accordance with section 110-211.

Restricted Appraisal Report

Prepared for:
CITY OF INDIAN ROCKS BEACH

Subject Property:
2301 Gulf Blvd.
Indian Rocks Beach, Florida 33785

Effective Date of Value: October 1, 2026

Date of Report: October 28, 2026

By:
Robert Emil Keller
Lic. Real Estate Broker
BK3137346

October 28, 2026

Robin Gomez
Administrative Director
City of Indian Rocks Beach
1507 Bay Palm Blvd.
Indian Rocks Beach, FL 33785

RE: Property Identified as Vacant land on the East side of Gulf Blvd, South of 24th Ave and North of 23rd Ave, Owned by Saint Jennings, Ariyana J Trust AKA 2301 Gulf Blvd. Indian Rocks Beach, FL 33785.

Mr. Gomez

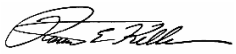
Pursuant to our engagement, the above-referenced property is being appraised in accordance with recognized appraisal principles appropriate for this property type. The effective date of value is October 1, 2026, and the date of this transmittal letter is October 28th 2026. At the request of the City of Indian Rocks Beach, the appraisal will be prepared in a Restricted Appraisal Report format, as defined under USPAP Standards Rule 2. This format provides a summary of the appraisal process, subject and market data, and valuation analyses. The purpose of this appraisal is to develop an opinion of the "As-Is" market value of the subject property's fee simple interest as of the effective date.

The subject property is valued at **$3,225,000**.

The subject consists of a 0.826-acre (36,000 square foot) site located at 2301 Gulf Blvd, Indian Rocks Beach, FL 33785

The analyses, opinions, and conclusions in this appraisal were developed in compliance with the current Uniform Standards of Professional Appraisal Practice (USPAP). The opinion of value reflects market conditions and the likely actions of market participants as of the effective date. It is based on the information available and presented in this report and does not represent a forecast of future value. Changes in market or property conditions may affect the subject's value.

Restricted appraisal report will follow, this transmittal letter was provided at your request to accommodate meeting deadlines, final value will not change and will reflect the above-mentioned value and As-Of date of October 1, 2026. This appraisal report is not and shall not be considered a Certified Appraisal and is an appraisal report performed by a Licensed Real Estate Broker and not a Certified General Appraiser, as per engagement letter.



Robert Emil Keller
Lic. Real Estate Broker
BK3137346
REK Realty

APPRAISAL ENGAGEMENT AGREEMENT

This Appraisal Engagement Agreement ("Agreement") is entered into as of October 1, 2026 ("Effective Date"), by and between:

- **ROBERT E. KELLER, Licensed Real Estate Broker, hereinafter referred to as "Broker," and**
- **CITY OF INDIAN ROCKS BEACH, a Florida municipal corporation, hereinafter referred to as "Client."**

The Broker and Client may be referred to herein individually as a "Party" and collectively as the "Parties."

1. SCOPE OF SERVICES

1.1 Broker agrees to perform an Appraisal Service for the real property identified in Section 5 ("Subject Property").
1.2 The appraisal shall be conducted in compliance with Florida Statutes, Chapter 475, Part I, and shall be performed under Broker's Real Estate Brokerage license.
1.3 The appraisal shall:

- **Evaluate the property in fee simple estate as of October 1, 2026;**
- **Be prepared solely for the purpose of establishing a market value to assist the Client in evaluating a potential purchase;**
- **Be expressly acknowledged as not a Certified Appraisal prepared by a state-certified appraiser, but rather an appraisal prepared by a Licensed Real Estate Broker.**
  1.4 All supporting data used in the development of the appraisal shall be retained by Broker in Broker's files.

2. LIMITATIONS

2.1 Broker shall not be obligated under this Agreement to provide court testimony, depositions, or appearances.
2.2 If Client requires Broker to provide testimony or appear in court, such services shall be billed at $450.00 per hour, with a four (4) hour minimum.

3. APPRAISAL METHODS

3.1 Broker shall primarily utilize the Sales Comparison Approach to value and shall develop a final Opinion of Value based upon such methodology.

4. COMPENSATION

4.1 Client agrees to pay Broker a total fee of Twenty-Five Hundred Dollars ($2,500.00) ("Fee").

4.2 The Fee shall be paid as follows:

- **due upon delivery of the final appraisal report.**

4.3 Broker shall deliver the completed appraisal report on or before November 3, 2026.

5. SUBJECT PROPERTY

The property subject to this Agreement is:

2301 Gulf Blvd., Indian Rocks Beach, FL 33785

6. TERM AND EFFECTIVE DATE

6.1 This Agreement shall become effective as of the date executed by both Parties.
6.2 This Agreement may not be amended except by written instrument signed by both Parties.

7. MISCELLANEOUS

7.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements.
7.2 If any provision of this Agreement is found to be invalid or unenforceable, the remainder shall continue in full force and effect.
7.3 This Agreement shall be governed by the laws of the State of Florida.

8. EXECUTION

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates written below.

CLIENT:
CITY OF INDIAN ROCKS BEACH

By: _____
Robin Gomez
Date: _____

BROKER:
ROBERT E. KELLER
Licensed Real Estate Broker
Email: Rekrealty@gmail.com

Signature: _____

Date: _____

Identification of Appraisal Assignment

Property Identification

The subject property consists of 5 total lots with 3 legal descriptions

01-30-14-42030-043-0010
01-30-14-42030-043-0030
01-30-14-42030-043-0040

Indian Beach Re-Revised Blk 43, Lots 1 and 2
Indian Beach Re-Revised Blk 43, Lot 3
Indian Beach Re-Revised Blk 43, Lots 4 and 5

Client Identification
This appraisal was prepared for CITY OF INDIAN ROCKS BEACH.

Purpose of the Appraisal
The purpose of this appraisal is to develop an opinion of the As-Is Market Value of the subject property's fee simple interest.

Intended Use
The intended use of this appraisal is to assist the client in evaluating a potential purchase of the subject property.

Intended Users
This appraisal is for the sole use of CITY OF INDIAN ROCKS BEACH. Reliance by third parties or unintended users is not permitted.

Assignment Dates
Date of Report: October 28, 2026
Date of Inspection: October 1, 2026
Valuation Date (As-Is): October 1, 2026

No personal property or intangible assets are included in this valuation.

Property and Sales History

Current Ownership
The subject properties are owned by Saint, Jennings Ariyana J Trust, Saint, Jennings Ariyana J Tre, which acquired the property (See below history Records).

Sale Date	Price	Qualified / Unqualified	Vacant / Improved	Grantor	Grantee	Book / Page
06-Mar-2024	$100	U	V	SAINT JENNINGS ARIYANA	SAINT JENNINGS ARIYANA J TRE	22727/0935
01-Mar-2018	$1,100,000	U	V	PINELLAS COUNTY	SAINT JENNINGS ARIYANA	19969/1608
25-May-2006	$1,680,000	U	I	HAMAOUI PROPERTIES INC	PINELLAS COUNTY	15142/1553
25-May-2006	$100	U	I	HAMAOUI IBRAHIM S	HAMAOUI PROPERTIES INC	15142/1552

Three-Year Sales History
See sale history above.

Current listings
The property most recent offering for sale by Julie Folden of Coastal Properties Group International. Listing history:

MLS# PType-County	Change Type Y Dt	List Price/ Sold Price	Address City	Beds SqFt	List Date Tax ID	Zip Code	Current List Office List Agt
TB8515235 LAND-Pinellas	DECR, 07/12/2026	$3,900,000	2300 GULF BLVD INDIAN ROCKS BEACH		06/05/2026 01-30-14-42030-043-0030	33785	COASTAL PROPERTIES GROUP INTERNATIONAL Julie Folden
TB8515235 LAND-Pinellas	BOM, 07/07/2026	$4,990,000	2300 GULF BLVD INDIAN ROCKS BEACH		06/05/2026 01-30-14-42030-043-0030	33785	COASTAL PROPERTIES GROUP INTERNATIONAL Julie Folden
TB8515235 LAND-Pinellas	PNC, 06/09/2026	$4,990,000	2300 GULF BLVD INDIAN ROCKS BEACH		06/05/2026 01-30-14-42030-043-0030	33785	COASTAL PROPERTIES GROUP INTERNATIONAL Julie Folden
TB8515235 LAND-Pinellas	NEW, 06/09/2026	$4,990,000	2300 GULF BLVD INDIAN ROCKS BEACH		06/05/2026 01-30-14-42030-043-0030	33785	COASTAL PROPERTIES GROUP INTERNATIONAL Julie Folden

Current Contract Status
Unknown

Definitions

Market Value
The most probable price a property should bring in a competitive, open market under fair conditions of sale, with buyer and seller acting prudently, knowledgeably, and without undue stimulus.

Property Rights Appraised
The appraisal considers the fee simple estate, defined as absolute ownership unencumbered by other interests, subject only to governmental powers of taxation, eminent domain, police power.

Value
- As-Is Market Value: The market value of the property in its current physical condition, use, and zoning as of the appraisal date.

Scope of Work

The scope of this appraisal included:

- Examination of the subject's legal and physical characteristics (site size, zoning, easements, floodplain, access, and visibility).
- Highest and Best Use analysis, considering legal, physical, locational, and financial feasibility.

- Application of the Sales Comparison Approach to estimate As-Is Market Value.
- Preparation of a written Restricted Appraisal Report in compliance with USPAP Standard 2.

I understand the Competency Rule of USPAP, and I meet the standards. No significant real property appraisal assistance was provided to Robert E Keller who is signing this report.

This report is being conducted in accordance with USPAP as a Restricted Appraisal Report and is being performed by a Licensed Real Estate Broker and is not and should not be considered a Certified Appraisal Report as per Fs. 475 pt 2. as described in the engagement letter to this report, engagement letter is made part as a reference attached to the report.

Subject Property Analysis

The subject is bound by the following
- North: Belleair Beach
- South: Indian Shores
- East: Intracoastal waterway
- West: Gulf of Mexico

The property is further identified by bounding streets of Gulf Blvd to the West, 23rd Ave to the South and 24th Ave to the North

Access & Visibility
The site has ample frontage and good overall access, with visibility in both directions along Gulf Blvd and access to be determined with development plan.

Site Description

- Land Area: 36,000 SF (0.826 acres)
- Shape: Rectangular
- Topography: Level
- Frontage: 300 feet on Gulf Blvd; 120 mol. feet on North and South sides
- Flood Zone: Zone AE
- Utilities: All available to site
- Zoning: Current map is Business (B)

Other Conditions
Soils are assumed suitable for development. No adverse easements or encumbrances were observed.

Market Analysis

The subject property is considered to offer good buyer appeal and in a competitive environment of beach locations. Based on comparable land sales in the Greater Tampa Bay Market, the following conclusions were made:

- Exposure Time: Six to Twelve months
- Marketing Period: Six to Twelve months

Highest & Best Use Analysis

Legally Permissible: The subject property is identified as Business (B) zoning within the City of Indian Rocks Beach. Commercial and certain mixed-use development opportunities exist under the applicable land-use regulations. Residential townhome development without a commercial component may require governmental approval. The appraiser has considered the reasonable probability of such approval; however, no specific development entitlement is assumed to have been granted.

Physically Possible: The subject is an approximately 36,000-square-foot, generally rectangular vacant tract with substantial Gulf Boulevard frontage, frontage along 23rd and 24th Avenues, and an adjoining alley along its eastern boundary. The property's relatively shallow depth, required setbacks, parking, circulation, stormwater management, and flood-elevation requirements present practical limitations for conventional commercial development. The maximum building-height restriction of 35 feet also influences development utility.

Financially Feasible: The substantial underlying land cost and limitations on achievable commercial building area constrain the economic feasibility of conventional low-intensity retail development. Residential townhome development provides an alternative oriented toward the established second-home and vacation-property market. Comparable land transactions demonstrate market demand for residential redevelopment sites within Indian Rocks Beach and nearby Gulf beach communities.

Maximally Productive: Considering the subject's location, physical configuration, development limitations, and available market evidence, residential townhome development is considered the most probable maximally productive use, subject to obtaining applicable governmental approvals.

Conclusion: The highest and best use of the subject property, as vacant, is residential townhome development oriented toward second-home and vacation-property purchasers, including potential short-term rental investors where legally permitted. This conclusion does not assume a particular unit yield, approved development plan, or guaranteed rental authorization. The appraisal values the existing vacant land and does not include a proposed development.

The intended acquisition by the City of Indian Rocks Beach for public purposes does not alter the market-oriented highest and best use analysis.

Land Valuation

Approach

The Sales Comparison Approach was, comparing five land sales. Adjustments were made for market conditions, location, and physical attributes. The income approach and the cost approach were not used or developed for this assignment as it would not yield meaningful results.

Findings

- Adjusted value range: $51.58 to $94.50/SF
- Median: $88.11/SF
- Average: $82.61/SF

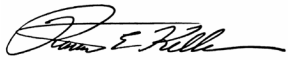
Final Land Value Conclusion

- Land Area: 36,000 SF
- Concluded Unit Value: $89.58/SF
- As-Is Market Value (Fee Simple): $3,225,000.00 (rounded)
- Effective Date: October 1, 2026

Comparable Land Sales

ADJUSTMENTS AS PERCENTAGES — NEGATIVE FOR SUPERIOR COMP, POSITIVE FOR INFERIOR COMP					
Item	**Comp 1- 215 Gulf Blvd**	**Comp 2- 7210 Gulf Blvd**	**Comp 3- 3511 Gulf Blvd**	**Comp 4- 9650 Gulf Blvd**	**Comp 5- 12200 Gulf Blvd**
Sale price	$2,100,000	$2,700,000	$962,500	$850,000	$1,500,000
Land area (SF)	20,000	24,516	10,001	16,479	12,197
Unadjusted $/SF	**$105.00**	**$110.13**	**$96.24**	**$51.58**	**$122.98**
Market conditions	0.0%	0.0%	0.0%	0.0%	0.0%
Location / beach access	0.0%	0.0%	0.0%	0.0%	(5.0%)
Development rights	0.0%	(10.0%)	0.0%	0.0%	(10.0%)
Quantity / parcel size	(10.0%)	(10.0%)	(10.0%)	0.0%	(10.0%)
Physical / site utility	0.0%	0.0%	0.0%	0.0%	0.0%
Demolition / condition	0.0%	0.0%	0.0%	0.0%	0.0%
Other City location	0.0%	0.0%	0.0%	0.0%	0.0%
TOTAL ADJUSTMENT	**(10.0%)**	**(20.0%)**	**(10.0%)**	**0.0%**	**(25.0%)**
Adjusted $/SF	**$94.50**	**$88.11**	**$86.62**	**$51.58**	**$92.24**
Indicated subject value	**$3,402,000**	**$3,171,806**	**$3,118,188**	**$1,856,909**	**$3,320,489**
Weight (total 100%)	35%	30%	10%	5%	20%
Weighted indicated value	**$1,190,700**	**$951,542**	**$311,819**	**$92,845**	**$664,098**
TOTAL WEIGHTS	100%				
WEIGHTED INDICATION	$3,211,004				
$/SF @ weighted indication	$89.19				

Based on the analysis of comparable sales, all sales offered support in the final valuation as noted above. The reconciled land value is $89.58/SF, resulting in an As-Is Market Value of $3,225,000 for the subject property (rounded).



Robert Emil Keller
Lic. Real Estate Broker
BK3137346
October 28th 2026

Assumptions, Limiting Conditions, and Liability Statement

Assumptions and Limiting Conditions

• The appraisers may or may not have been provided with a current survey of the subject property. If verification is required, a survey by a licensed surveyor is recommended.

• No responsibility is assumed for matters legal in nature. Title is assumed to be marketable and free of liens, encumbrances, or assessments, unless otherwise noted.

• Any exhibits, photographs, or maps are included only to assist the reader in visualizing the property. The appraisers have not performed a boundary survey and assume no responsibility in connection with such matters.

• Unless otherwise noted, it is assumed that there are no encroachments, zoning violations, deed restrictions, or other regulatory issues affecting the property.

• No responsibility is assumed for environmental conditions, including but not limited to hazardous substances, toxic waste, or other pollutants. Unless otherwise stated, the appraisers have not conducted testing and make no representation regarding environmental compliance.

• Information used in this report has been obtained from sources deemed reliable; however, no warranty is given for its accuracy.

• This report is intended solely for the stated client and intended use. Possession of this report does not carry the right of publication or distribution.

• The appraisers are not obligated to provide testimony or appear in legal proceedings as a result of this appraisal without prior written agreement.

• The conclusions and value opinions apply only as of the date(s) of valuation stated herein.

• The appraisers certify that they hold no current or contemplated financial interest in the property, unless otherwise disclosed.

• No portion of this report may be disseminated to the public through advertising, sales, or other media without prior written consent of the authors.

• This report must be read and relied upon in its entirety. No individual section or conclusion is intended to stand alone.

• No responsibility is assumed for compliance with the Americans with Disabilities Act (ADA) unless specifically noted.

• The appraisers are not qualified to detect asbestos, mold, or other hazardous materials. Unless otherwise stated, this appraisal assumes none are present.

Limit of Liability

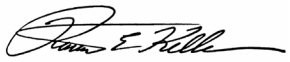
The liability of the appraisers, their firm, officers, employees, and agents are limited to the client only. There is no liability to any third party. The maximum liability for any claim arising from or relating to this appraisal assignment shall not exceed the fee paid for the services rendered. No other liability, whether in contract, tort, or otherwise, shall be assumed.

Appraiser's Certification

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and no (or the specified) personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).
8. No one provided significant real property appraisal assistance to the person(s) signing this certification.
9. I have made a personal inspection of the subject property from street level.
10. I have not provided any other services to the subject property in the last 3 years preceding the acceptance of the assignment.

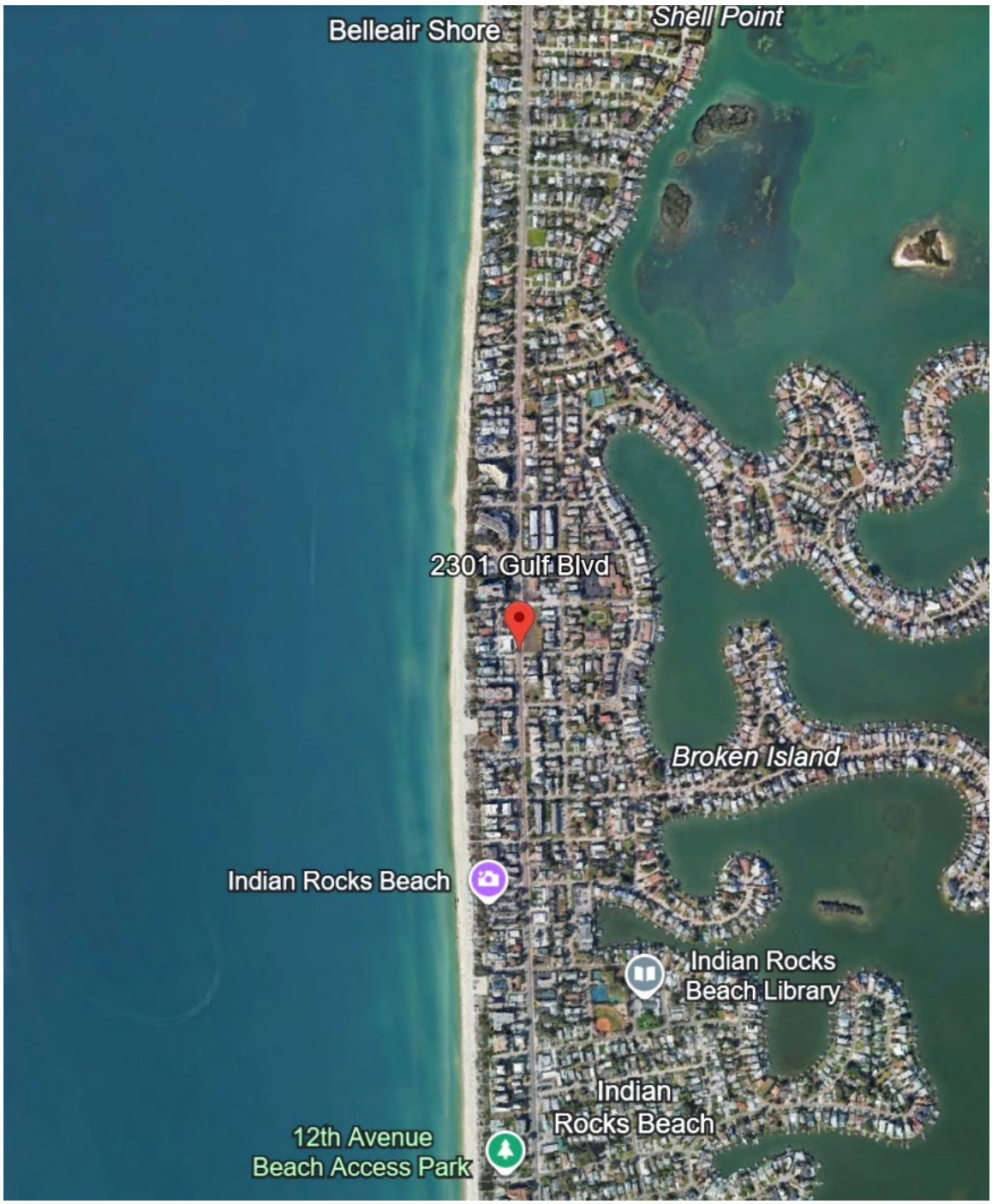
Respectfully submitted,



Robert Emil Keller
Lic. Real Estate Broker
BK3137346

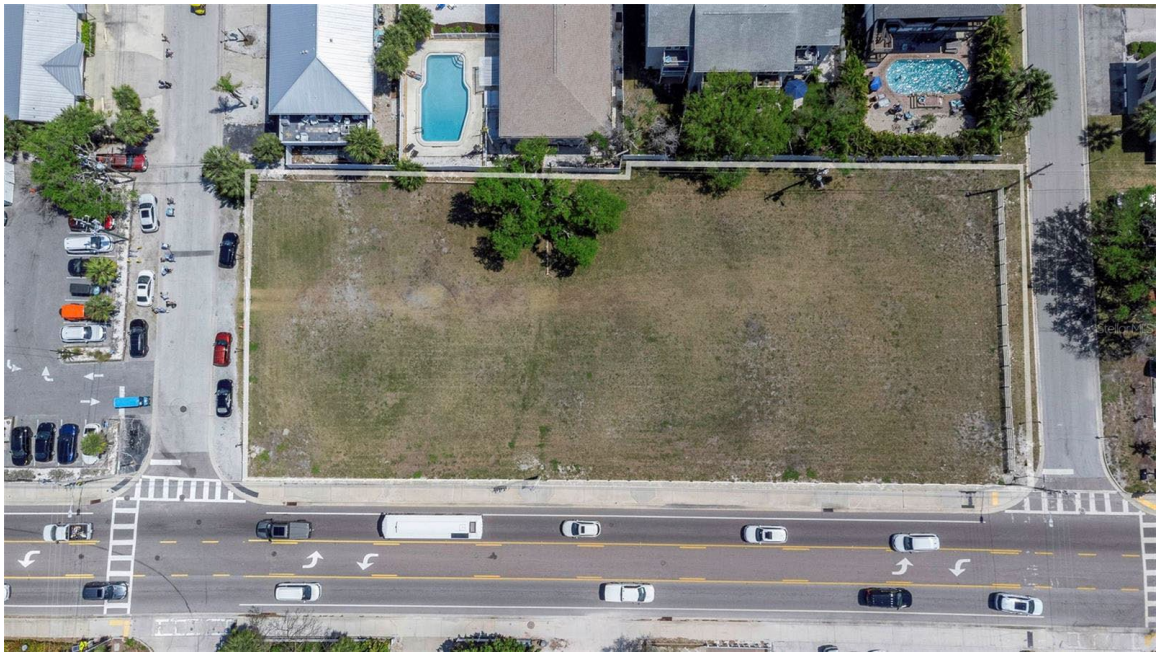
Date: October 28, 2026

Location Map



Subject Photos









AGENDA ITEM NO. 4.4

WORK SESSION

2023 Charter Review- Findings & Recommendations

CITY OF INDIAN ROCKS BEACH
CITY COMMISSION AGENDA MEMORANDUM

FOR MEETING OF: November 10, 2026 **Agenda Item**: 4.4

SUBMITTED BY: Lorin A. Kornijtschuk

AUTHORIZED BY: Ryan Henderson, City Manager

SUBJECT: Charter Review Committee Findings and Recommendations:
Direction on Proposed Charter Amendments for the March 14, 2028 Municipal Election

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BACKGROUND:

Article XV of the City Charter provides that the City Commission, by resolution, shall establish the membership, appointment, and procedures of the Charter Review Committee. On April 9, 2024, the City Commission adopted Resolution No. 2024-05, establishing the Committee and appointing its members.

The Committee met between June and September 2024 to review the Charter. Its findings and recommendations were transmitted to the City Commission in a memorandum from Prior City Attorney Randy D. Mora dated October 1, 2024 (attached).

In the fall of 2024, Hurricanes Helene and Milton caused significant damage in the City, and recovery efforts took priority. The Committee's recommendations were set aside and were not placed on the March 2025 or March 2026 ballots. Staff is now bringing the recommendations back so the City Commission may decide whether to place any of them before the voters at the March 14, 2028 Municipal Election. It is not practicable to place amendments on the March 2027 ballot, as explained under Staff Recommendation below.

Please note that the City Commission is not required to take action on the Committee's recommendations.

ANALYSIS:

The Committee made three recommendations, summarized below. The effective dates in the 2024 draft language (2026) have been updated to 2028. In the proposed language, deleted text is shown in ~~strikethrough~~ and new text is <u>underlined</u>.

<u>1. Terms of Office: Increase from Two (2) to Three (3) Years</u>

The Committee found that a two-year term does not give elected officials enough time to learn and effectively serve in their positions. It also found that the two-year term limits officials' ability to take part in intergovernmental and community organizations alongside their City duties.

The Committee intended for **both the mayor-commissioner seat and the commission seats** to serve three-year terms. The proposed language below reflects that intent.

Charter § 2.2(c), Term of office:

> Term of office of ~~a commissioner~~ the mayor-commissioner and each commissioner shall be for a period of ~~two (2)~~ three (3) years from the first meeting following certification of election to such office, beginning in the year ~~1992~~ 2028. Challenge and recount will be conducted in accordance with provisions of Florida Statutes.

Charter § 3.1(b), Manner of holding elections:

> Elections for the mayor-commissioner shall be held ~~every other year~~ every three (3) years in March; elections for two (2) commissioners shall be held each year in March [seat-by-seat election rotation and transition schedule to be prepared by the City Attorney]. All terms of office, including the mayor-commissioner and commissioners, shall be for ~~two (2)~~ three (3) years.

2. Municipal Elections: Move from March to November

The Committee found that moving City elections to November could save the City money by aligning with the regular cycle for other statewide and national elections, and may increase voter turnout in local elections. The estimated savings are explained under Fiscal Impact below.

Charter § 3.1(a)–(b):

> (a) Municipal elections in the City of Indian Rocks Beach shall be held ~~on the second Tuesday in March~~ on the first Tuesday after the first Monday in November of each year, in alignment with any corresponding county, state, or national elections beginning in ~~1981~~ 2028 for the purpose of electing successors to each elective office.
>
> (b) Elections for the mayor-commissioner shall be held every other year in ~~March~~ November; elections for two (2) commissioners shall be held each year in ~~March~~ November. All terms of office shall be for two (2) years.

If this amendment is approved, the City Commission must also adopt an ordinance amending **Code § 22-34, Time for Qualifying**, and **Code § 22-101(a), Dates of elections**. The Code now sets the qualifying period from the first to the second Monday in December, ahead of a March election, and fixes regular elections on the second Tuesday in March.

3. Appeals: Consistency

The Committee asked the City Commission to consider directing the City Attorney to propose legally sufficient language on appeals, with due regard for due process. It did not propose specific language.

On review, the Prior City Attorney, Randy D. Mora, recommended **removing** both appeal provisions from the Charter because they duplicate, and in part may conflict with, appeal procedures established by state law and the Code of Ordinances; the City Attorney concurs. Appeals are already addressed in at least 13 sections of the Code of Ordinances, including §§ 2-149 and 2-150 (administrative and zoning appeals), § 2-153 (circuit court review of Commission

decisions), § 110-33 (appeals to the City Commission), and § 2-280 (code enforcement). Because these Code provisions do not depend on the Charter text, removing the Charter provisions will not leave a gap. The provisions to be removed are:

- **Charter § 13.3(c):** appeals to the City Commission from decisions of any administrative officer, filed within 30 days and decided within 90 days.
- **Charter § 13.4(d):** petitions to court challenging acts of the City Commission, filed within 30 days, with appeal to the City Commission required before suit.

Items Requiring Commission Direction

Before the ordinances are drafted, staff asks the City Commission to give direction on the following:

1. **Combined language.** Recommendations 1 and 2 both amend § 3.1(b). If both advance, the City Attorney will prepare separate ordinances and ballot questions that do not conflict, with a provision addressing which language controls if only one passes. Each ballot question must have a title of no more than 15 words and a summary of no more than 75 words.
2. **Staggering and transition.** With all five seats (the mayor-commissioner and four commissioners) on three-year terms, the current language electing two commissioners each year will need to be revised. The ordinance should include a schedule showing which seats are elected each year and how current terms convert.
3. **Terms of officials elected March 14, 2028.** Candidates qualify December 6–13, 2027, before voters decide the amendments. The ordinance should state expressly whether officials elected on March 14, 2028 serve two- or three-year terms. Lengthening terms for future officials requires voter approval by referendum.
4. **Moving terms to November.** A March-to-November change shifts terms by about eight months. Current terms would need to be extended or shortened. Under §§ 100.3605(2) and 101.75(3), Florida Statutes, and Attorney General Opinions 2000-61, 2013-05 and 2019-11, the Commission may move the election date and adjust current terms by ordinance without a referendum, or may submit the change to the voters. The City Attorney will advise on the preferred approach.
5. **Odd-year elections.** Florida's statewide and federal general elections are held in November of even-numbered years. Under the proposed "each year" schedule, odd-year City elections would have no county, state, or national election to align with, so cost savings and turnout gains would occur mainly in even years.
6. **Interaction of the recommendations.** Three-year terms combined with November elections will move in and out of the even-year statewide cycle. If cost savings is the main goal, a different term structure may be needed.

Fiscal Impact

Tonight's direction has no direct fiscal impact.

Election cost comparison. The Pinellas County Supervisor of Elections provided 2026 cost estimates for the City (attached). A stand-alone March election was estimated at $4,626.28. Holding the City election together with a countywide election was estimated at $295.00 to $722.58, depending on whether the City's races fit on the county ballot card or need a second card.

Election type	Estimated cost	Savings vs. stand-alone
Stand-alone City election (March)	$4,626.28	—
With countywide election, 2 ballot cards	$722.58	$3,903.70 (84%)
With countywide election, 1 ballot card	$295.00	$4,331.28 (94%)

Source: Pinellas County Supervisor of Elections, 2026 Municipal Election Cost Estimates (Estimates #30, #61 and #62), based on 2,950 registered voters.

Most of the savings come from costs the County already pays when it runs a countywide election. In a stand-alone election, the City pays for 10 poll workers ($2,335.00), mail ballot kits with postage ($516.63), equipment delivery ($217.75), and the polling place and precinct registers ($35.00). The administration fee also drops from $0.40 to $0.10 per registered voter ($1,180.00 to $295.00). If the City's races need a second ballot card, the City also pays to print its ballots ($427.58), which is why that option costs more.

Countywide general elections are held in November of even-numbered years only. If the City holds elections every November, savings of about $3,900 to $4,300 would apply in even-numbered years. In odd-numbered years, the City would still pay for a stand-alone election, similar to today's cost.

These figures are estimates. The Supervisor reconciles actual costs after each election and refunds or invoices the difference. In addition, the City pays $140.00 to publish the sample ballot, which is not included in the estimates. The estimates also exclude bilingual-language compliance, other legal publications, re-printing, re-mailing and petition signature verification.

STAFF RECOMMENDATION:

It is not practicable to put the amendments on the March 9, 2027 ballot. Under Code § 22-63(g), the ordinance and ballot language must be transmitted to the Pinellas County Supervisor of Elections (SOE) no later than 90 days before the election, which is December 9, 2026. Charter amendments must be adopted by ordinance at two readings with published notice, and the City Commission regularly meets once a month.

If the Commission should desire to move forward, staff recommends bringing the charter amendments forward for the **March 14, 2028** Municipal Election, on the following schedule:

November 10, 2026	City Commission direction to the City Attorney
October 12, 2027	First reading of the charter amendment ordinance(s)
November 9, 2027	Second reading and adoption of the ordinance(s)
December 6–13, 2027	Candidate qualifying period (Code § 22-34)

December 8, 2027	Ballot language submitted to the SOE (no later than December 15, 2027 under Code § 22-63(g); to be confirmed with the SOE)
March 14, 2028	Municipal Election

ATTACHMENTS:

1. Memorandum, "IRB Charter Review Committee – Findings & Recommendations," Randy D. Mora, Esq., City Attorney, October 1, 2024
2. Resolution No. 2024-05
3. Email and invoices from the Pinellas County Supervisor of Elections: March 2026 Election Costs (email dated March 31, 2025, with Estimates #30, #61 and #62)

TRASK DAIGNEAULT LLP ATTORNEYS

THOMAS J. TRASK, B.C.S.*
JAY DAIGNEAULT, B.C.S.*
ERICA F. AUGELLO, B.C.S.*
RANDY D. MORA, B.C.S.*
ROBERT M. ESCHENFELDER, B.C.S.*
NANCY MEYER, B.C.S.*
MEGAN HAMISEVICZ

** Board Certified by the Florida Bar in City, County and Local Government Law*

M E M O R A N D U M

DATE: October 1, 2024

TO: City Commission, City of Indian Rocks

FROM: Randy Mora, Esq., City Attorney

CC: City Manager, City of Indian Rocks Beach
City Clerk, City of Indian Rocks Beach

RE: IRB Charter Review Committee – Findings & Recommendations

Article XV of the City of Indian Rocks Beach's (the "City") Charter provides that the City Commission, by resolution, shall establish membership, appointment, and procedures for the City's Charter Review Committee (the "Committee"). On April 9, 2024, the City Commission adopted Resolution No. 2024-05, establishing and appointing officials to the Committee.

Between June and September 2024, the Committee has met to review the City's Charter and determine what changes, if any, the Committee deems appropriate and necessary. Based on the diligent review of the individual members, administrative input, legal advice, and the Committee's deliberation, the Committee recommends the following revisions.

I. COMMISSIONER TERMS OF OFFICE: INCREASED TO THREE (3) YEARS

A. GENERALLY

The Committee recommends the City Commission consider advancing a proposed charter amendment for the City's electors' consideration, increasing the term of office for individual commissioners from two (2) years to three (3) years. The Committee's position was that two years did not provide sufficient time for the City's elected officials to learn and effectively serve in their positions. Additionally, the two-year term limits the elected officials' ability to be involved in intergovernmental and community organizations in tandem with their elected service.

B. CHARTER § 2.2 (C) – CITY COMMISSION CREATED; QUALIFICATIONS; TERMS OF OFFICE; AND VACANCIES.

(c) *Term of office.* Term of office of a commissioner shall be for a period of ~~two (2)~~ three (3) years from the first meeting following certification of election to such office, beginning in the year ~~1992~~ 2026. Challenge and recount will be conducted in accordance with provisions of Florida Statutes.

C. CHARTER § 3.1 (B) – MANNER OF HOLDING ELECTIONS.

(b) Elections for the mayor-commissioner shall be held every other year in March; elections for two (2) commissioners shall be held each year in March. All terms of office shall be for ~~two (2)~~ three (3) years.

II. ELECTIONS: MOVE FROM MARCH TO NOVEMBER

A. GENERALLY

The Committee recommends the City Commission consider advancing a proposed charter amendment for the City's electors' consideration, changing the City's election cycles from March of each year to November. The Committee believes that moving the election to November has the potential to save the City money by aligning the election with the ordinary cycle for other statewide and national elections. Moving the election to the November election cycle may also increase voter turnout in local elections.

Notably, if this provision were to be adopted the City would have to adopt an ordinance amending Section 22-34 of the City's Code of Ordinances governing the qualifying period, as the present language establishes a qualifying period in December, for a March election.

B. RELEVANT CHARTER PROVISIONS

1. Charter § 3.1 (a) – (b)

(a) Municipal elections in the City of Indian Rocks Beach shall be held ~~on the second Tuesday in March~~ in November of each year, in alignment with any corresponding county, state, or national elections beginning in ~~1981~~ 2026 for the purpose of electing successors to each elective office.

(b) Elections for the mayor-commissioner shall be held every other year in ~~March~~ November; elections for two (2) commissioners shall be held each year in ~~March~~ November. All terms of office shall be for two (2) years.

C. RELEVANT CODE PROVISIONS

1. Code of Ordinances § 22-34 – Time for Qualifying

For a regular election, no person may qualify as a candidate prior to noon of the first Monday in **December**, but no later than noon of the second Monday in **December**, preceding the next regular city election.

III. APPEALS: CONSISTENCY

A. GENERALLY

The Committee recommends the City Commission consider advancing a proposed charter amendment for the City's electors' consideration concerning the consistency of references to appellate proceedings. Rather than propose specific language, the Committee recommended that the Commission consider whether to direct the City Attorney to propose language that is legally sufficient with consideration to due process and other similar procedural considerations.

Upon review, the City Attorney recommends removing both referenced appeal provisions in the City Charter as they are inconsistent with state law and other applicable legal principles. Notably, there are numerous provisions within the City's Code of Ordinances alternatively providing for appeals in a manner more consistent with the applicable law.

B. RELEVANT CHARTER PROVISIONS

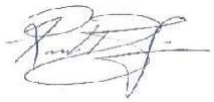
1. **Charter § 13.3 (c)** – **Comprehensive Plan** *Appeals to the city commission.* An appeal to the city commission may be taken by any person aggrieved by the decision of any administrative officer designated or appointed to carry out the rules and regulations prescribed by the city commission. However, such appeals shall be taken within thirty (30) days from the date of the decision of filing with the commission a notice of appeals specifying the grounds thereof. The officers from whose decision the appeal is taken shall forthwith transmit to the city commission copies of all papers constituting the record upon which the action of appeal was taken. The city commission shall fix a time and place for the hearing of appeal giving public notice thereof as well as due notice to the party of interest and decide the same within ninety (90) days. At the time of hearing, any party may appear in person or by attorney.

2. **Charter § 13.4 (d)** - Any person or persons, jointly or severally aggrieved by any act of the city commission under the powers herein granted to said city commission, may present to the appropriate court of law a petition duly verified, setting forth that such act is illegal in full or in part, particularly specifying the grounds of illegality. Such petition shall be presented to said court within thirty (30) days after the act or acts of the city commission upon which the petition is based; or no action, suit or other proceeding in any manner questioning the legality of said act or acts shall lie for any cause whatsoever. Appeal to the city commission is a precondition to suit and a mandatory administrative remedy.

C. RELEVANT CODE PROVISIONS

1. CODE § 2-149: PROCEDURES FOR ADMINISTRATIVE APPEALS, SPECIAL EXCEPTIONS, AND VARIANCES
2. CODE § 2-150: ADMINISTRATIVE APPEALS (BOA BLDG/ZONING APPEALS)
3. CODE § 2-280: APPEALS (CODE ENFORCEMENT)
4. CODE § 2-295: APPEAL (FORECLOSURE/MAINTENANCE PROCEDURES)
5. CODE § 14-183: WAIVERS & REFUNDS (REFUND UPON SUCCESSFUL ADMIN APPEAL)
6. CODE § 14-308: APPEALS (UNSAFE BUILDINGS/CONDEMNATION)
7. CODE § 14-359: APPEAL (MOVING OF BUILDING)
8. CODE § 18-203: APPEALS (VACATION RENTAL REGULATIONS – ENFORCEMENT)
9. CODE § 26-74: APPEALS (FELONY NUISANCE ABATEMENT BOARD)
10. CODE § 38-142: PENALTIES FOR VIOLATION OF ARTICLE (BOAT DOCK APPEAL)
11. CODE § 58-39: DETERMINATION OF CLASSIFICATIONS (LOCAL BUSINESS TAX)
12. CODE § 58-45(C)-(D): APPEAL (LOCAL BUSINESS TAX)
13. CODE § 54-148(D): APPEALS PROCESS (DENIAL OF RIGHT OF WAY PERMIT)

Respectfully submitted,



Randy D. Mora, Esq.
City Attorney, Indian Rocks Beach

CITY OF INDIAN ROCKS BEACH
RESOLUTION NO. 2024-05

A RESOLUTION OF THE CITY OF INDIAN ROCKS BEACH, FLORIDA, ESTABLISHING AND APPOINTING ELECTORS TO SERVE ON THE CHARTER REVIEW COMMITTEE; PROVIDING FOR THE ADOPTION OF RECITALS: PROVIDING FOR THE POWERS AND DUTIES OF THE COMMITTEE; PROVIDING FOR THE APPOINTMENT AND MEMBERSHIP OF THE COMMITTEE; PROVIDING FOR QUORUM REQUIREMENTS; PROVIDING FOR PUBLIC MEETING REQUIREMENTS; PROVIDING FOR THE APPOINTMENT OF A CHAIRPERSON AND VICE-CHAIR; PROVIDING FOR MEETING INTERVALS AND STAFF SUPPORT; PROVIDING FOR VOLUNTEER SERVICE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article XV of the City of Indian Rocks Beach Charter, entitled "General Provisions", in Section 15.4 (a), entitled "Charter Review Committee," provides that the City Commission, by resolution, shall establish membership, appointment, and procedures of the Charter Review Committee (the "Committee"); and

WHEREAS, Section 15.4 (b), of the City of Indian Rocks Beach Charter provides that "[t]he Charter Review Committee will meet no later than thirty (30) days after appointment for the purpose of organization and shall elect a chair and vice chair from among its members," and shall meet when called by the chair; and

WHEREAS, all meetings of the Committee shall be open to the public; and

WHEREAS, Section 15.4 (c), of the City of Indian Rocks Beach Charter provides that the Committee shall "review the Charter of the City and applicable county, state and federal statutes and laws in order to recommend amendments to the City Charter, if any," and complete its review by submitting its report to the City Commission no later than six (6) months after the original appointment of the committee; and

WHEREAS, after reviewing the Committee's report, the City Commission may call for a referendum election on the proposed amendments, if any, in accordance with the general election laws of the State of Florida; and

WHEREAS, passage of amendments shall require approval of a majority of electors voting in said election on such amendment; and

WHEREAS, the City last reviewed its Charter in 2014; and

WHEREAS, the City Commission has expressed a desire to establish and appoint individuals to serve on a Charter Review Committee.

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

SECTION 1 - RECITALS. The above recitals are true and correct and are incorporated herein by reference.

SECTION 2 – POWERS AND DUTIES. A Charter Review Committee (the "Committee") is hereby created to conduct a review of the entire Charter of the City of Indian Rocks Beach and to make non-binding recommendations to the City Commission regarding any suggested changes to the City Charter. The Committee shall complete and submit the report documenting its recommendations to the City Commission on or before October 1, 2024.

SECTION 3 – MEMBERSHIP. The Committee shall consist of a total of five members, each of which shall be appointed by the City Commission. Each member of the City Commission shall separately nominate a qualified elector of the City of Indian Rocks Beach to serve on the Committee. Each of the nominees shall only be appointed upon a majority vote of the City Commission.

The following electors are hereby appointed to serve as members of the Charter Review Committee:

	Appointed Member	Appointing Commissioner
1.	Elizabeth Flynn	Mayor-Commissioner Houseberg
2.	Mark Arnold	Vice-Mayor Wilson
3.	Edward Hoonagle	Commissioner Bond
4.	Kelle J. Watt	Commissioner Bigelow
5.	Allison DeVore	Commissioner Wyant

The terms of the Committee members shall commence May 15, 2024, and expire November 1, 2024. In the event an appointed member vacates their office by resignation, removal, relocation outside of the City, death, or by other means, the City Commissioner who appointed the member to the vacated seat shall have the opportunity to nominate their replacement, subject to the approval of a majority of the Commission.

SECTION 4 - QUORUM. Three out of the five appointed members of the Committee shall constitute a quorum form the purpose of convening and conducting the business of the Committee. A physical quorum shall be required for the Committee to meet and conduct its business.

SECTION 5 – PUBLIC MEETINGS. The Committee shall conduct its meetings in a manner that is open to the public, in accordance with Chapter 286, Florida Statutes.

SECTION 6 – CHAIRPERSON. At the Committee's first meeting, its members shall elect one of its members to serve as the Chairperson and one member to be Vice-Chairperson. The Chairperson shall serve as the presiding officer during any meeting of the Committee, with the full authority to vote on all official acts and decisions of the Committee. The Vice-Chairperson shall serve as the Chairperson in the event of the Chairperson's absence or incapacity to fulfill their duties as the Chair and presiding officer.

SECTION 7 – MEETING INTERVALS. Once appointed, the Committee shall meet at least once a month, or as the business of the Committee shall otherwise require. Either the City Manager or the Committee Chair shall have the authority to call a meeting of the Committee.

SECTION 8 – STAFF SUPPORT. The City Manager, City Attorney, and the City Clerk shall provide administrative support and act as staff to the Charter Review Committee. The records and minutes of the deliberations and decisions of the Committee shall be kept and shall be filed with the City Clerk.

SECTION 9 – NO COMPENSATION. Members of the Committee shall serve without compensation.

SECTION 10 – SEVERABILITY. If any provision or portion of this Resolution is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full effect.

SECTION 11 – EFFECTIVE DATE. This Resolution shall become effective upon adoption by the City Commission of the City of Indian Rocks Beach, Florida.

PASSED AND ADOPTED on this 14 day of May, 2024, by the City Commission of the City of Indian Rocks Beach, Florida.

ATTEST:

Lorin Kornijtschuk, City Clerk

Denise Houseberg
Mayor-Commissioner

AGENDA ITEM NO. 5.1

CONSENT AGENDA

Approval of
October 13, 2026
Regular City Commission Meeting Minutes

MINUTES
CITY OF INDIAN ROCKS BEACH
CITY COMMISSION MEETING
Tuesday, October 13, 2026
6:00 p.m.

The City of Indian Rocks Beach City Commission held a regular meeting at 6:00 p.m. on October 13, 2026, at 6:00 p.m. 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 6:00 p.m., followed by the Pledge of Allegiance and a moment of silence.

Roll Call

City Clerk Kornijtschuk called the roll. A quorum was present

Commission Members Present:

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

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

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

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1. Presentations

1.1 Report of the Pinellas County Sheriff's Office

The Pinellas County Sheriff's Office (PCSO) submitted a written Crime Analysis Report for the month of September 2026.

1.2 Report of the Pinellas Suncoast Fire & Rescue District

Deputy Chief Todd Best reported in place of Chief Grimes. The Pinellas Suncoast Fire & Rescue District presented a report for the month of September 2026.

Fire Chair Commissioner Betsy McKenna thanked the City and summarized district progress, including the rebuild of Station 28, repairs to Station 27 and planning for a permanent Indian

Shores location. She announced a chain-cutting ceremony for Station 75 on October 16 at 3:00 p.m.

1.3 Presentation from Creative Pinellas and Visit St. Pete/Clearwater

Margaret Murray, CEO of Creative Pinellas, congratulated the City on being named Best Beach Town. She described Art Everywhere, a month-long countywide arts celebration supported by $350,000 in arts grants, including a museum week and the County's first theater week. She highlighted Brushes on the Beach in Indian Rocks Beach, with 30 artists painting along the beach, followed by a sunset sale and celebration at the Beach Art Center. Mayor-Commissioner Vaughan confirmed the event date as Saturday, December 5, from 10:00 a.m. to 3:00 p.m. and 5:00 to 7:00 p.m.

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2. Neighbor's Comments

Beth Flynn, 914 Harbor House Drive, speaking for the Friends of the Indian Rocks Beach Library, said volunteers will assist at the Hallow Fest petting zoo and pony ride on October 31, 10:00 a.m. to 1:00 p.m. The Friends have applied for a 2027 McDonald's Foundation grant to continue Florida Explorer Storytime, funded this year by a $10,000 grant. Upcoming story times are November 14 at 11:00 a.m. (with Tampa Bay Watch) and December 12. Speaking as a resident, she asked for an update on the 2024 Charter Review Committee's work and thanked City staff for supporting A2K.

Don House, 2104 Beach Trail, stated that he filed an ethics complaint against the Mayor-Commissioner Vaughan, citing City legal costs related to litigation involving Homes Not Hotels.

John Phanstiehl, 448 Harbor Drive South, thanked residents who have spent personal time and money on legal actions for the benefit of the community, citing former Commissioner Ed Hoofnagle's past action regarding fire district taxes.

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3. Reports

3.1 City Manager

City Manager Henderson announced Hallow Fest on October 31 at Kolb Park beginning at 10:00 a.m., expanded this year as a Touch-a-Truck event. He thanked IRB Homes and A2K for contributing $3,000 each, and the Sheriff's Office and Fire Rescue for providing apparatus. The Neighbor Advisory Board held its first meeting on September 24; the next is Wednesday, October 21, at 6:00 p.m. He introduced Kimberly DeVito of the Beach Art Center and announced a partnership exhibit of artwork in the Commission Chambers beginning in January.

In response to Mayor-Commissioner Vaughan, he said he and Public Works Director Dean Sharmen met with CivilSurv about a speed study. He will bring back a plan of action, including spring speed data collection and alternatives such as speed tables.

3.2 City Attorney

City Attorney Maggard had no updates beyond items on the agenda.

3.3 City Commission

- **Commissioner King** had no report and will raise items under Future Agenda Items.

- **Vice Mayor-Commissioner Wilson** thanked IRB Homes for the putt-putt pub crawl and A2K for Oktoberfest. She reported on the first Florida League of Cities (FLC) Development, Code Enforcement and Redevelopment Policy Committee meeting, noting affordable housing is likely to be a legislative focus. She will be installed as Third Vice President of the Suncoast League of Cities and has been appointed to the FLC Advocacy Committee. She thanked Michelle Hargett for her work on the Best of the Bay Best Beach Town award.

- **Commissioner Watt** reported on the first FLC Natural Resources Policy Committee meeting, focused on stormwater management; the next meeting in November will select policy priorities. She congratulated staff on the Best Beach Town award and thanked IRB Homes and A2K for their events.

- **Commissioner Bigelow** congratulated A2K on Oktoberfest.

- **Mayor-Commissioner Vaughan**, as chair of Oktoberfest, thanked the community, City staff and volunteers. He announced the City won Best of the Bay Best Beach Town and presented the award to the City Manager for display at City Hall, thanking Michelle Hargett. He noted October is Breast Cancer Awareness Month.

4. Work Session Items

4.1 Discussion on Retaining a Lobbyist

City Manager Henderson recommended that, instead of a request for proposals, staff select a lobbyist through an existing piggyback contract and bring an agreement to the November 10 meeting so work can begin before the legislative session. He provided a survey showing monthly rates of roughly $4,000 to $7,500 and estimated about $6,000 per month. The lobbyist would also pursue state appropriations and coordinate with the City's communications firm, Catalyst.

Commissioner King asked to meet the recommended firm before a contract is signed; the City Manager offered one-on-one meetings. Commissioner Watt said FLC lobbyists advised against an RFP and supported a staff recommendation. Commissioner Bigelow asked whether an established or newer firm would be better. Mayor-Commissioner Vaughan supported staff vetting candidates, including for conflicts of interest. Vice Mayor-Commissioner Wilson stressed

the importance of the firm's working relationship with Catalyst. The Commission reached consensus for staff to proceed.

Public comment: John Phanstiehl, 448 Harbor Drive South, supported the effort and suggested engaging the Pinellas County Legislative Delegation. Don House, 2104 Beach Trail, urged the City to partner with other cities for greater impact. Patti Katz, 124 13th Avenue, supported the initiative and spoke in defense of Homes Not Hotels. Mayor-Commissioner Vaughan asked staff to consider firms representing cities with similar challenges.

4.2 Discussion on Residential Outdoor Lighting Ordinance

City Manager Henderson said the City's code has no residential outdoor lighting standards to address light trespass and glare. City Attorney Maggard presented a rough draft compiled by other jurisdictions for Commission feedback. He advised that SB 180 is likely to prevent adoption until its restrictions on new construction expires, so adoption is expected no earlier than mid- to late 2027.

Commission comments:

- Commissioner King asked that the draft go to the Planning and Zoning Board and suggested considering fixture heights, hours of operation and motion sensors. The City Attorney invited Commissioners to email comments for a revised draft.
- Commissioner Watt asked about applicability to residential uses in non-residential districts (confirmed) and whether the draft addresses existing fixtures causing light trespass. The City Attorney is preparing a second draft with a phase-out period for non-conforming lighting and an appeal mechanism.
- Mayor-Commissioner Vaughan supported a "good neighbor" approach protecting homes and wildlife, citing dock lights shining across waterways. He suggested plain-language standards with illustrated diagrams and removing the Community Development Director's extension authority in favor of the Planning and Zoning Board.
- The City Manager noted the land development regulation update kickoff with Kimley-Horn and said the draft would be reviewed with them.

Public comment: Don House, 2104 Beach Trail; suggested that the city pull together with other cities for a common goal. Cathy Gerson, 717 1st Street, Unit A, recommended Dark Sky International; John Thayer, 1819 Bay Boulevard, asked that dock lighting be incorporated, as the current dock lighting provision is minimal; Beth McMullen, 441 Harbor Drive South, noted the turtle lighting ordinance has not been updated since 1999; Beth Flynn, 914 Harbor House Drive, supported the draft.

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5. Consent Agenda

5.1 Approval of September 8, 2026 Regular City Commission Meeting Minutes

5.2 Approval of September 9, 2026 Special City Commission Meeting Minutes

5.3 Approval of September 23, 2026 Special City Commission Meeting Minutes

No items were removed for discussion.

MOTION by Vice Mayor-Commissioner Wilson to approve the Consent Agenda as presented; **SECOND** by Commissioner Watt.

ROLL CALL VOTE: Watt – Yes; King – Yes; Bigelow – Yes; Wilson – Yes; Vaughan – Yes. **Motion passed 5–0.**

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6. Public Hearings

None listed. (The City Attorney noted that Item 7.1, as a second reading, required a public hearing, which was held under that item.)

7. Action Items

7.1 Ordinance No. 2026-05 – Second Reading (Public Hearing)

City Attorney Maggard read the ordinance by title, amending Chapter 58, Taxation, Article II, Local Business Tax, Sections 58-46 and 58-49, revising the initial application fee and fee schedule.

Administrative Director Gomez explained the ordinance increases local business tax receipts by 5%, the first increase since 2015.

Mayor-Commissioner Vaughan opened the public hearing. There were no public comments, and the public hearing was closed.

MOTION by Vice Mayor-Commissioner Wilson to approve Ordinance No. 2026-05 on second reading; **SECOND** by Commissioner Watt.

ROLL CALL VOTE: Watt – Yes; King – Yes; Bigelow – Yes; Wilson – Yes; Vaughan – Yes. **Motion passed 5–0.**

7.2 Ordinance No. 2026-08 – First Reading

City Attorney Maggard read the ordinance by title, appropriating funds for a capital expense and adopting a budget amendment for fiscal year 2025-2026.

Administrative Director Gomez explained the $570,000 amendment records the fiscal 2026 cost of the AquaFence flood barrier equipment and the Florida Department of Environmental Protection grant of $476,250, covering about 85% of the $559,000 equipment cost. The $93,750 balance comes from the Local Option Sales Tax fund balance. Total cost with installation was about $850,000, part of which was paid in 2025.

Mayor-Commissioner Vaughan opened the public hearing. There were no public comments, and the public hearing was closed.

Mayor-Commissioner Vaughan noted City Hall repairs after Hurricane Helene cost $1,136,949.

MOTION by Vice Mayor-Commissioner Wilson to approve Ordinance No. 2026-08 on first reading; **SECOND** by Commissioner Watt.

ROLL CALL VOTE: Watt – Yes; King – Yes; Bigelow – Yes; Wilson – Yes; Vaughan – Yes. **Motion passed 5–0 on first reading.**

7.3 Resolution No. 2026-17 – General Election, March 9, 2027

City Attorney Maggard read the resolution by title, calling a general election to fill two at-large Commission seats for two-year terms, establishing the qualifying period, authorizing a contract with the Pinellas County Supervisor of Elections and establishing the polling place.

Mayor-Commissioner Vaughan opened the public hearing. There were no public comments, and the public hearing was closed.

Mayor-Commissioner Vaughan asked staff to research, for future elections, aligning City elections with county and state elections to reduce costs; the City Manager noted this would require a charter amendment.

MOTION by Vice Mayor-Commissioner Wilson to approve Resolution No. 2026-17; **SECOND** by Commissioner Watt.

ROLL CALL VOTE: Watt – Yes; King – Yes; Bigelow – Yes; Wilson – Yes; Vaughan – Yes. **Motion passed 5–0.**

7.4 Resolution No. 2026-18 – Forward Pinellas Nomination

City Attorney Maggard read the resolution by title, nominating Madeira Beach Mayor-Commissioner Anne-Marie Brooks to the Forward Pinellas Board to represent the BIG-C municipalities (excluding the City of Clearwater).

Mayor-Commissioner Vaughan opened the public hearing. There were no public comments, and the public hearing was closed.

MOTION by Vice Mayor-Commissioner Wilson to approve Resolution No. 2026-18; **SECOND** by Commissioner Watt.

ROLL CALL VOTE: Watt – Yes; King – Yes; Bigelow – Yes; Wilson – Yes; Vaughan – Yes. **Motion passed 5–0.**

7.5 Piggyback Agreement – Deckard Technologies, Inc.

City Manager Henderson recommended replacing the expiring Granicus contract with Deckard Technologies' Rentalscape platform, which identifies short-term rental advertisements and supports code enforcement before the Special Magistrate. The Deckard representative was

unable to attend and will present at a future meeting. The FY budget included $78,000 for STR monitoring; the change saves about $36,000. The STR hotline is not included; neighbors should call the Sheriff's Office for immediate issues and City Code Enforcement for follow-up.

Mayor-Commissioner Vaughan opened the public hearing. There were no public comments, and the public hearing was closed.

MOTION by Vice Mayor-Commissioner Wilson to approve the piggyback agreement with Deckard Technologies; **SECOND** by Commissioner Bigelow.

ROLL CALL VOTE: Watt – Yes; King – Yes; Bigelow – Yes; Wilson – Yes; Vaughan – Yes. **Motion passed 5–0.**

7.6 Piggyback Agreement – Waste Pro of Florida, Inc. (Recycling)

Administrative Director Gomez explained the agreement uses the City of Madeira Beach's contract for weekly residential and multifamily curbside recycling, beginning January 1 for one year, with possible extensions if Madeira Beach renews. New carts will be exchanged in mid- to late December. Resident rates will not change; the residential rate charged to the City is slightly lower, and multifamily rates for the City's 47 customers will be equal or lower. Billing continues through Pinellas County Utilities.

Ed Farmer, Municipal Marketing Manager, introduced Waste Pro's Andrew McKimpsley and Calvin Warren, a former City employee (1998–2018). In response to Commissioner King's question about repeat contamination, the City Manager said staff will work with Waste Pro on tagging and possible cart removal, and a new code officer position is being filled. Waste Pro described monthly tonnage reporting and cart tagging.

Mayor-Commissioner Vaughan opened the public hearing.

Public comment: John Thayer, 1819 Bay Boulevard, asked that lids be closed after collection; Beth McMullen, 441 Harbor Drive South, confirmed residents may label carts with their address; Beth Flynn, 914 Harbor House Drive, thanked the Commission for continuing recycling. The City Manager thanked Administrative Director Gomez and Public Works Director Dean Sharmen.

Mayor-Commissioner Vaughan closed the public hearing.

MOTION by Vice Mayor-Commissioner Wilson to approve the agreement to utilize (piggyback) an existing contract with Waste Pro of Florida, Inc. for the collection, hauling and recycling of recyclable materials from residential and multifamily units; **SECOND** by Commissioner Watt.

ROLL CALL VOTE: Watt – Yes; King – Yes; Bigelow – Yes; Wilson – Yes; Vaughan – Yes. **Motion passed 5–0.**

7.7 Resolution No. 2026-19 – Additional Fees, Nabors, Giblin & Nickerson

City Attorney Maggard read the resolution by title, amending Resolution No. 2026-10 to increase the authorized fee limit for Nabors, Giblin & Nickerson by $10,000 for legal services regarding the City's short-term rental ordinance. He proposed a public workshop with the firm to review findings, risks and options before drafting ordinance revisions. Commissioners supported a separate workshop, preferably in person and before Thanksgiving, possibly during the day. Mayor-Commissioner Vaughan asked for materials at least five days in advance. The workshop will be public, with materials in the agenda package.

Public comment: Beth McMullen, 441 Harbor Drive South, supported the item; Beth Flynn, 914 Harbor House Drive, confirmed the workshop will be public.

MOTION by Vice Mayor-Commissioner Wilson to approve Resolution No. 2026-19; **SECOND** by Commissioner Watt.

ROLL CALL VOTE: Watt – Yes; King – Yes; Bigelow – Yes; Wilson – Yes; Vaughan – Yes. **Motion passed 5–0.**

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8. Neighbor's Feedback

No one spoke.

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9. Future Agenda Items

- **Commissioner King:** (1) a public workshop with Nabors, Giblin & Nickerson on the STR ordinance (addressed under Item 7.7); (2) a workshop on use of reserve funds, combining reserves with grant and appropriation opportunities, including possible acquisition and rehabilitation of distressed properties for long-term rental housing, before further property acquisition; (3) scheduling the Charter Review, including related resolutions, election alignment and policies and procedures. The City Manager will set a date to revisit the Charter Review, which was interrupted by Hurricane Helene.
- **Commissioner Watt:** follow-up on John Thayer's earlier request regarding no motorized vehicles on the beach. Administrative Director Gomez noted neighboring beach cities have adopted micromobility ordinances restricting e-bikes on the sand. The City Manager reported he met with Smoke-Free Pinellas and smoking signs will be added on the beach.
- **Mayor-Commissioner Vaughan:** a review of the sign ordinance, including short-term rentals using real estate signs as permanent advertising.
- **City Manager:** a six-month review of paid parking will be presented at the November meeting.

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10. Noted Items

The City Manager had no noted items.

Adjournment

MOTION by Vice Mayor-Commissioner Wilson to adjourn; **SECOND** by Commissioner Watt. **All in favor.** The meeting adjourned at approximately 8:06 p.m.

_____
Lan Vaughan, Mayor-Commissioner

ATTEST:

Lorin A. Kornijtschuk, City Clerk

Approved: _____

AGENDA ITEM NO. 5.2

CONSENT AGENDA

Approval of
Reschedule Tuesday, March 10, 2027 regular City Commission meeting to Tuesday, March 23, 2027

INDIAN ROCKS BEACH CITY COMMISSION
AGENDA MEMORANDUM

MEETING OF:	November 10, 2026	**AGENDA ITEM:** 5.2
ORIGINATED BY:	Lorin A. Kornijtschuk, City Clerk	
AUTHORIZED BY:	Ryan Henderson City Manager	
SUBJECT:	Rescheduling the March 10, 2027, Regular City Commission Meeting to Tuesday, March 23, 2027, at 6:00 p.m., due to the Municipal General Election.	

STAFF RECOMMENDATION:
Staff recommends rescheduling the March 10, 2027 Regular City Commission Meeting to Tuesday, March 23, 2027, at 6:00 p.m.

BACKGROUND:
On March 10, 2027, the City will hold its Municipal General Election for the purpose of electing, at large, two qualified candidates to fill the vacancy of two Commissioner Seats, for a 2-year term.

City Commission Work Sessions and Meetings are held in the Civic Auditorium, and the Civic Auditorium is also the City's Polling Place for the March 10, 2027, Municipal General Election and the polls are open from 7:00 a.m. to 7:00 p.m.

ANALYSIS:
Section 102.031 of the Florida Statutes states:

(3)(a) No person may enter any polling room or polling place where the polling place is also a polling room, during voting hours except the following:

1. Official poll watchers;
2. Inspectors;
3. Election clerks;
4. The supervisor of elections or his or her deputy;
5. Persons there to vote, persons in the care of a voter, or persons caring for such voter;
6. Law enforcement officers or emergency service personnel there with permission of the clerk or a majority of the inspectors; or
7. A person, whether or not a registered voter, who is assisting with or participating in a simulated election for minors, as approved by the supervisor of elections.

MOTION: I move to approve rescheduling the March 10, 2027 Regular City Commission Meeting to Tuesday, March 23, 2027, at 6:00 p.m.

AGENDA ITEM NO. 6.1

PUBLIC HEARING

Approval of

Ordinance No. 2028-08

Second Reading

INDIAN ROCKS BEACH CITY COMMISSION
AGENDA MEMORANDUM

MEETING OF: November 10, 2026 **AGENDA ITEM:** 6.1

ORIGINATED BY: Robin Gomez, Administrative Director
AUTHORIZED BY: Ryan Henderson, City Manager
SUBJECT: **ORDINANCE NO. 2026-08;** Second & Final Reading, Appropriating funds for a capital expense and Adopting a budget amendment for the FY 2025-2026 budget.

BACKGROUND:
At the September 24, 2025, Commission meeting, the City Commission approved Ordinance 2025-04 appropriating funds for operating and capital expenses and adopting a budget for Fiscal Year 2025-26, totaling $7,806,600, allocating $582,000 to the Local Option Sales Tax Fund. The Local Option Sales Tax Fund recorded expenses for an Aqua Fence purchased by the City in both fiscal years 2024-25 and 2025-26. The proposed budget amendment is to record in FY 2025-26 both the expenses and the revenues related to the Aqua Fence purchase and installation.

ANALYSIS:
The City's planning and purchase of an Aqua Fence to protect City Hall against future flooding events occurred in both fiscal years 2024-25 and 2025-26, with $279,500 paid in FY 2024-25 and through September 28, 2026 (FY 2025-26), $532,806.85, paid for the fence equipment and installation (approximately $31,702 in expenses remains outstanding out of a total cost of $844,009). Additionally, the City requested in FY 2024-25 and received on August 11, 2026, a state appropriation of $476,250, to cover approximately 85% of the cost of the Aqua Fence equipment of $559,000. The remaining revenues, totaling $93,750, will be allocated from the Local Option Sales Tax Fund reserves. The requested budget amendment is to record in FY 2025-26 both the listed expenses and revenues in the City's Local Option Sales Tax Fund totaling $570,000. Please see the enclosed Schedule A - Aqua Fence Barrier System Project Details sheet for additional information. Budget amendments by general ledger code and amount:

FY 2025-26 LOCAL OPTION SALES TAX FUND – BUDGET AMENDMENTS

EXPENSE

Account #	**Amount**
101-539-200-062-102 - City Hall Aqua Fence	$570,000

REVENUE

Account #	**Amount**
101-334-300-000-000 - State Revenue FDEP Grant	$476,250
101-334-900-000-000 – Fund Balance	$ 93,750

MOTION:
APPROVE/DENY: ORDINANCE NO. 2026-08 on Second & Final reading, appropriating funds for a capital expense and adopting a budget amendment for the FY 2025-26 budget.

CITY OF INDIAN ROCKS BEACH
ORDINANCE NO. 2026-08

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF INDIAN ROCKS BEACH, FLORIDA, APPROPRIATING FUNDS FOR A CAPITAL EXPENSE AND ADOPTING A BUDGET AMENDMENT FOR FISCAL YEAR 2025-2026; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 24, 2025, the City Commission approved Ordinance 2025-04, appropriating funds for operating and capital expenses and adopting a budget for the City of Indian Rocks Beach for fiscal year 2025-2026; and

WHEREAS, the total approved budget for fiscal year 2025-2026 was $7,806,600, of which $582,000 as allocated to the City's Local Option Sales Tax Fund; and

WHEREAS, the City has purchased and installed an AquaFence flood barrier system to protect City Hall against future flooding events, at a total project cost of $844,009.21, of which $279,500 was expended in fiscal year 2024-2025 and the remainder in fiscal year 2025-2026; and

WHEREAS, on August 11, 2026, the City received a State appropriation in the amount of $476,250, administered through the Florida Department of Environmental Protection grant process, toward the cost of the flood barrier equipment; and

WHEREAS, the remaining fiscal year 2025-2026 project costs will be funded with $93,750 from Local Option Sales Tax Fund reserves, and the City Commission finds that the project is a permissible use of Local Option Sales Tax proceeds; and

WHEREAS, Section 166.241, Florida Statutes, authorizes the City Commission to amend the budget for a fiscal year within 60 days following the end of that fiscal year, and the City Commission desires to amend the fiscal year 2025-2026 budget to record the expenses and revenues related to the flood barrier system;

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

Section 1. The budget for Fiscal Year 2025-2026 in the City's Local

Option Sales Tax Fund is hereby amended by providing a supplemental appropriation in the amount of $570,000 to account 101-539-200-062-102 (City Hall Aqua Fence), funded by supplemental revenues in the amount of $570,000, consisting of $476,250 in State grant revenue and $93,750 in appropriated fund balance, as further identified in Schedule A attached hereto.

Section 2. This Ordinance shall take effect immediately upon its adoption.

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

ATTEST:

Lorin A. Kornijtschuk, City Clerk

Lan Vaughan, Mayor/Commissioner

PUBLISHED the 21st day of October, 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 the 10th day of November, 2026.

Lan Vaughan, Mayor/Commissioner

ATTEST: _____
Lorin A. Kornijtschuk, City Clerk

Approved as to form and legal sufficiency:

_____

Matthew E. Maggard, City Attorney

AGENDA ITEM NO. 6.2

PUBLIC HEARING

Approval of

BOA Case No. 2026-05

INDIAN ROCKS CITY COMMISSION STAFF REPORT

MEETING OF: November 10, 2026 AGENDA Item: 6.2

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

AUTHORIZED BY: Ryan Henderson, City Manager

BOARD OF ADJUSTMENTS AND APPEALS: The board of adjustments and appeals recommended approval to the city commission by a vote of 5-0.

SUBJECT:BOA CASE NO. 2026-05 –1205 1st St
Variance request from Sec.110-131 (f)(1) of the Code of Ordinances, of 3.5 feet inches into the required 25 foot front setback, resulting in a total front setback of 21.5 feet for the stairs and deck for access to the proposed elevation of the existing home and from Sec. 110-103(a) of .5 ft into the allowed 5ft side setback for deck resulting in a total side setback of 4.5 ft. on the south side for property located at 1205 1st St Indian Rocks Beach, Florida, and legally described as Lot 15, Block 81, First Addition to Re-Revised Indian Beach subdivision recorded in Plat Book 23 Page 11 of the Public Records of Pinellas County.
Property ID # 01-30-14-42048-081-0150

OWNER **Lois A Early Trust**
LOCATION of PROPERTY: 1205 1st St
ZONING: S- Single Family

Direction	Existing Use	Zoning Category
North	Residential	S
East	Residential	S
South	Residential	S
West	Residential	S

BACKGROUND:

The applicant is requesting to encroach 3.5 feet inches into the 25-foot front yard setback to accommodate the stairs and deck for access to the proposed elevated home. The existing home has a front porch that encroached into the front setback but will be removed when elevated. Also, they want to add an elevated deck on the rear, they are allowed to add onto the existing building as long as it doesn't encroach less than 5ft into the side setback. They are requesting to follow the existing house side setback of 4.5ft.

Sec. 2-152. - Variances.

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

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

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

The existing home is at grade and does have a front porch that encroaches into the front setback but will be removed when elevated.

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

The applicant did not create any special conditions or circumstances.

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

Granting the variance would confer special privileges to the applicant.

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

The approval of this variance request would not deprive other owners of use and enjoyment of their properties.

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

This is the minimum variance to allow the owner to add stairs and deck.

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

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

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

LEGAL NOTICE: A legal notice was published in the October 28,2026 -Edition, of the St. Pete Times Section of the Tampa Bay Times. For a public hearing that has been scheduled for November 10, 2026, for BOA Case No. 2026-05.

CORRESPONDENCE: One response in support of the variance has been received.

MOTION:

I move to **APPROVE/DENY BOA CASE NO. BOA CASE2026-05 –1205 1st St** Variance request from Sec.110-131 (f)(1) of the Code of Ordinances, of 3.5 feet inches into the required 25 foot front setback, resulting in a total front setback of 21.5 feet for the stairs and deck for access to the proposed elevation of the existing home and from Sec. 110-103(a) of .5 ft into the allowed 5ft side setback for deck resulting in a total side setback of 4.5 ft. on the south side for property located at 1205 1st St Indian Rocks Beach, Florida, and legally described as Lot 15, Block 81, First Addition to Re-Revised Indian Beach subdivision recorded in Plat Book 23 Page 11 of the Public Records of Pinellas County.

1205 1st St
BOA CASE NO. 2026-05

BOA CASE NO. 2026-05 –1205 1st St

Variance request from Sec.110-131 (f)(1) of the Code of Ordinances, of 3.5 feet inches into the required 25 foot front setback, resulting in a total front setback of 21.5 feet for the stairs and deck for access to the proposed elevation of the existing home and from Sec. 110-103(a) of .5 ft into the allowed 5ft side setback for deck resulting in a total side setback of 4.5 ft. on the south side for property located at 1205 1st St Indian Rocks Beach, Florida, and legally described as Lot 15, Block 81, First Addition to Re-Revised Indian Beach subdivision recorded in Plat Book 23 Page 11 of the Public Records of Pinellas County.

1205 1st St

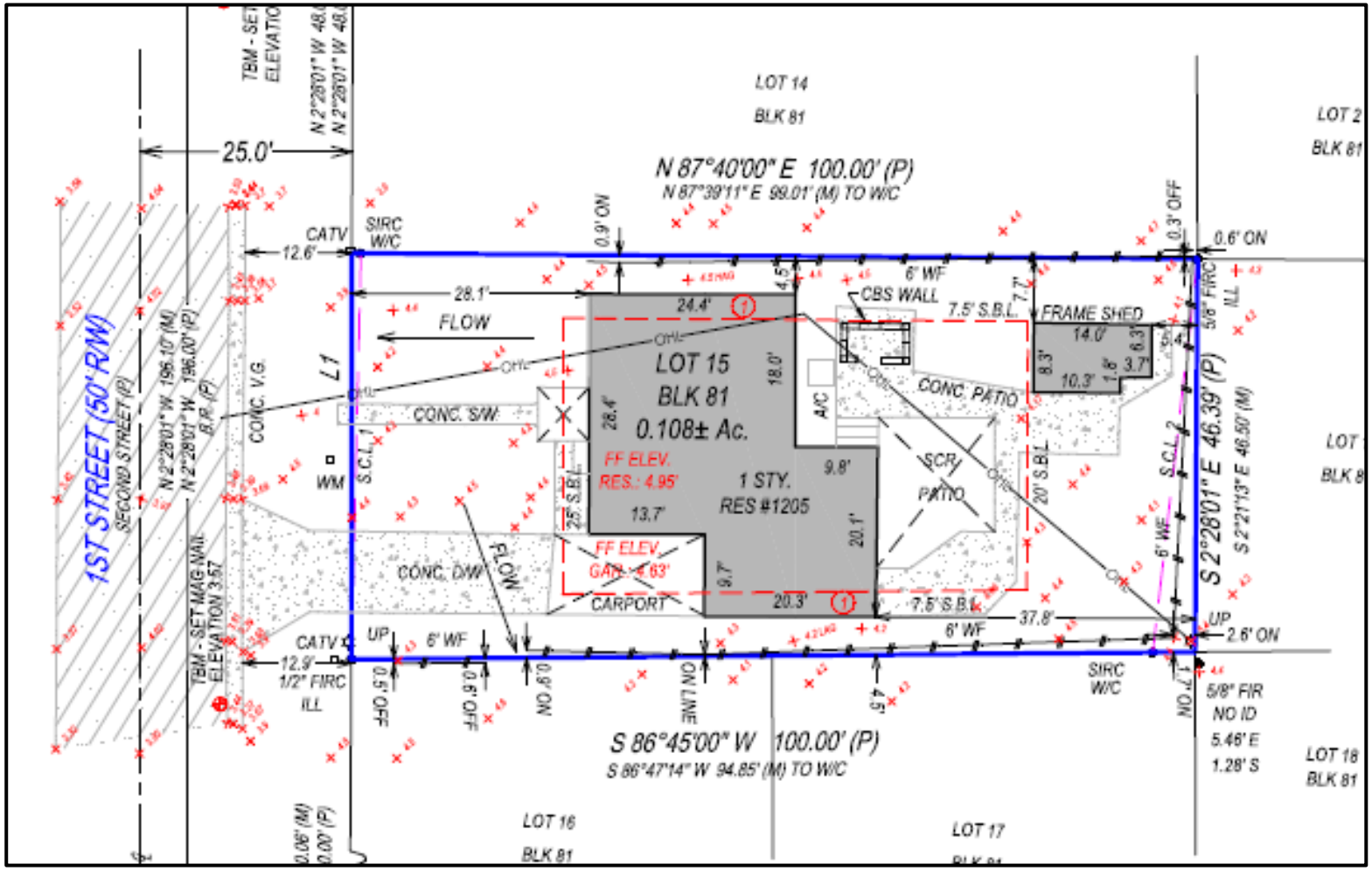


1ST STREET
BAY PALM
VENUE
2048
81
12
13
14
15
16
17
18
19
1
2
3
4
11
100
46.3
48
72
112.5
102.8
102(S)
105.2
68(S)
68.5
75
50

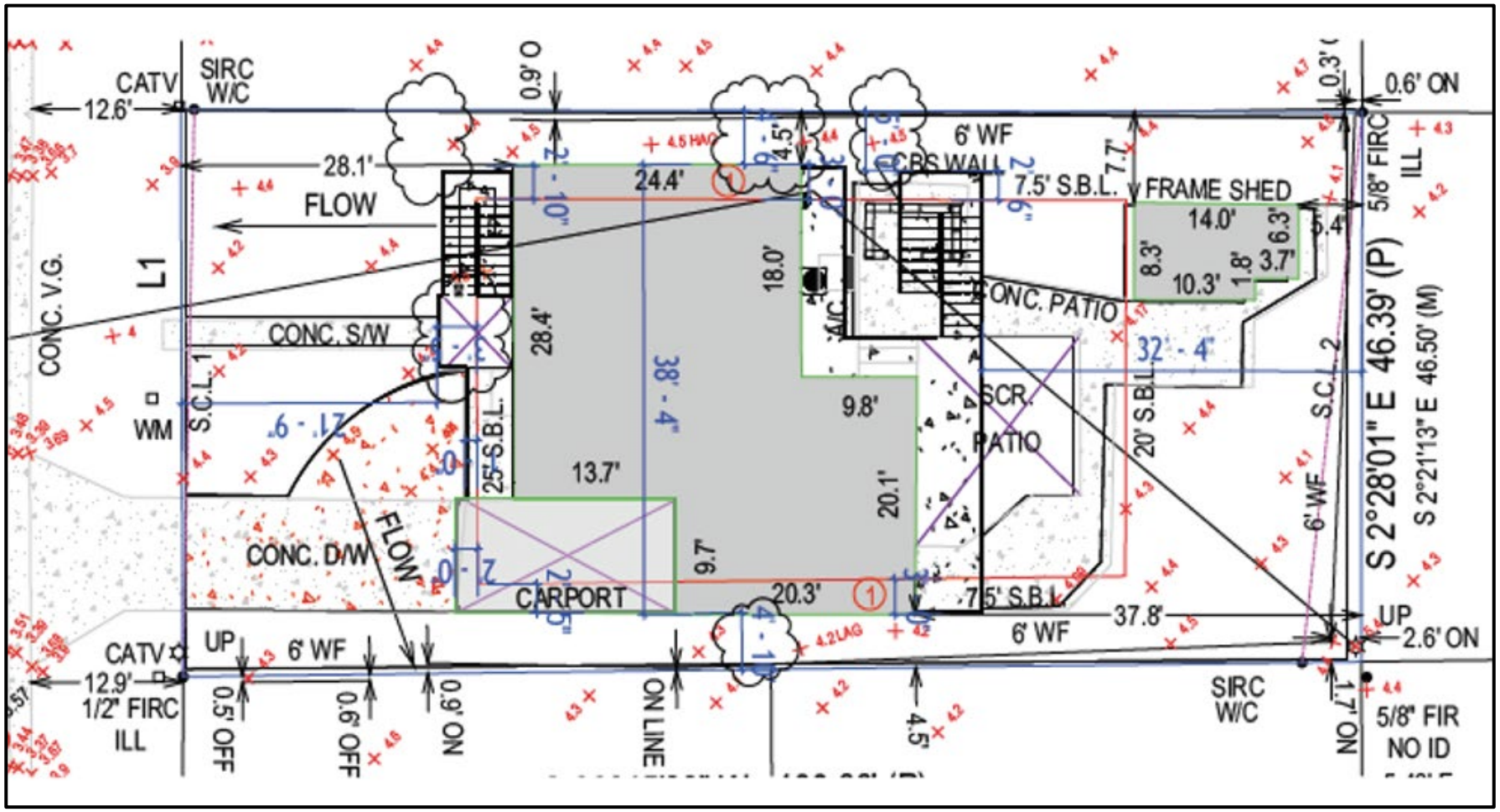
1205 1st St


1205 1st St
Indian Rocks Beach, Florida
Google Street View
Mar 2025
See more dates
Share

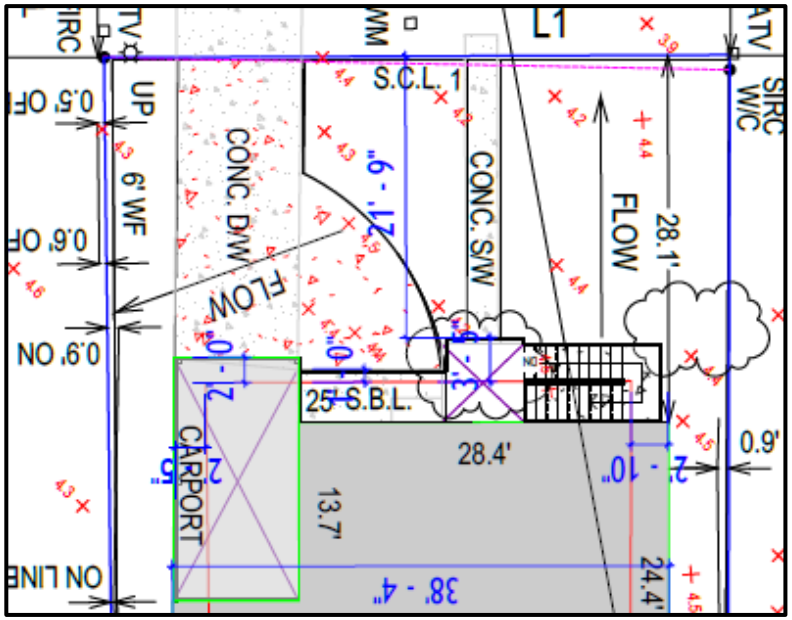
Survey


LOT 14
BLK 81
LOT 2
BLK 81
N 87°40'00" E 100.00' (P)
N 87°39'11" E 99.01' (M) TO W/C
25.0'
1ST STREET (50' R/W)
SECOND STREET (P)
CATV
12.6'
SIRC
W/C
0.9' ON
0.3' OFF
0.6' ON
6" WF
CBS WALL
7.5' S.B.L.
FRAME SHED
14.0'
6.3'
8.3'
3.7'
10.3'
1.6'
28.1'
24.4'
FLOW
L1
LOT 15
BLK 81
0.108± Ac.
18.0'
A/C
CONC. PATIO
CONC. V.G.
CONC. S/W
28.4'
FF ELEV.
RES.: 4.95'
1 STY.
RES #1205
9.8'
SCR.
PATIO
20' S.B.L.
25' S.B.L.
13.7'
20.1'
WM
S.C.L.
FF ELEV.
GAR.: 4.63'
CONC. D/W
FLOW
9.7'
20.3'
CARPORT
7.5' S.B.L.
37.8'
6" WF
UP
2.6' ON
S 2°28'01" E 46.39' (P)
S 2°21'13" E 46.50' (M)
CATV
12.9'
1/2" FIRC
ILL
UP
6" WF
0.5' OFF
0.8' OFF
0.9' ON
ON LINE
9.7'
SIRC
W/C
NO ID
5/8" FIR
NO ID
5.46' E
1.28' S
S 86°45'00" W 100.00' (P)
S 86°47'14" W 94.85' (M) TO W/C
LOT 16
BLK 81
LOT 17
LOT 18
BLK 81
TBM - SET MAG NAIL
ELEVATION 3.57
N 2°28'01" W 196.10' (M)
N 2°28'01" W 196.00' (P)
B.R. (P)

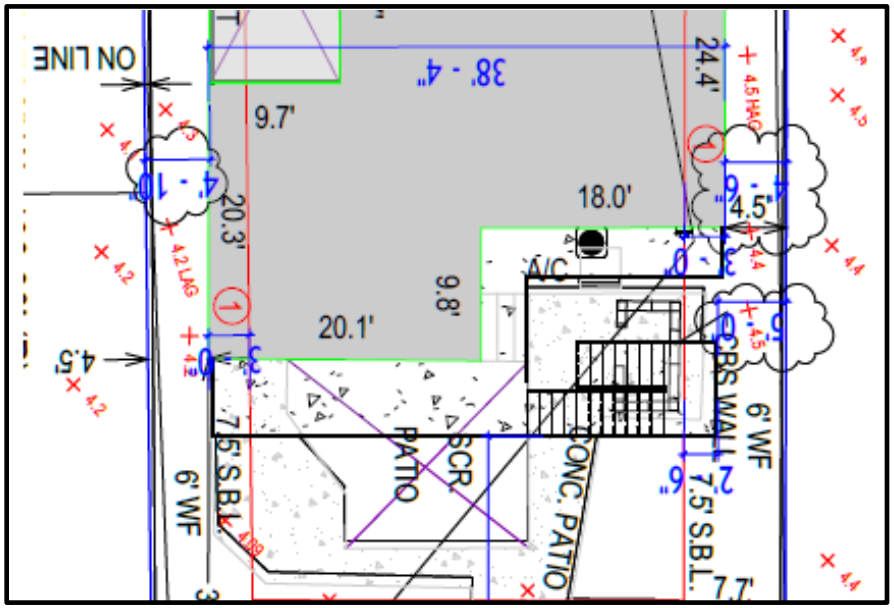
Proposed Site Plan



Proposed Setbacks



Front Setback



Side Setback

Proposed Front Elevation



APPLICATION FOR VARIANCE

CITY OF INDIAN ROCKS BEACH PLANNING AND ZONING

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

Paid $500 ✓

For Office Use Only | Application No. 26-05 | Date Received 9-11-2026

APPLICANT

Name:	Lois Early
Address:	1205 1st Street
City:	Indian Rocks Beach
Zip Code:	33785
Tel:	
Fax:	
Mobile:	301-219-0738
Email:	lois.early236@gmail.com

AGENT/REPRESENTATIVE

Name:	Christine Anderson
Company:	
Address:	1205 1st Street
City:	Indian Rocks Beach
Zip Code:	33785
Tel:	
Fax:	
Mobile:	727-480-2567
Email:	ctanda83@yahoo.com

SITE DETAILS

Address:	1205 1st Street	Parcel ID:	01-30-14-42048-081-0150
City:	Indian Rocks Beach	Zip Code:	33785
Legal Description:	Indian Beach Re-Revised 1st add Blk 81, lot 15		
Zoning:	R10 Single Family Home	Future Land Use:	
Size:	48 x100		

SITE DETAILS CONTINUED...

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

If yes, provide address and legal description:

Have previous applications been filed for this property? ☐ Yes ☒ No

If yes, describe:

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

If yes, describe:

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

If yes, is ownership or interest contigent or absolute:

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

If yes, list all parties on the contract:

Is contract conditional or absolute? ☐ Conditional ☐ Absolute

Are there options to purchase? ☐ Yes ☒ No

VARIANCE REQUEST

Regulation	**Required**	**Proposed**	**Total Requested**
Gulf-front setback (feet):			
Bay-front setback (feet):			
Alley setback (feet):			

VARIANCE REQUEST CONTINUED...

Regulation	Required	Proposed	Total Requested
Rear-no alley setback (feet):			
Rear-north/south street (feet):			
☆ Street-front setback (feet):	25'	21'7"	3'5"
☆ Side-one/both setback (feet):	5'	.5	4.5'
Minimum green space (%):			
Habitable stories (#):			
Minimum lot size (sq. ft.):			
Building height (feet):			
Off-street parking (spaces):			
ISR (%):			
FAR (%):			
Dock length (feet):			
Dock width (feet):			
Signage (#):			
Accessory structure (sq. ft.):			
Accessory structure height (feet):			
Lot size (sq. ft.):			

Other:

What is the proposed use of the property? Primary Residance

HARDSHIP

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

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

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

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

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

HARDSHIP CONTINUED...

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

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

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

1

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

The property has unique existing conditions that create a special circumstance, including the location and configuration of the existing home, front porch/front door and the carport (which all share the same roof) in close proximity to the required front setback. These conditions significantly limit the configuration of the property and existing home (built in 1953) and limits the available space for a safe and functional front entrance stir and the continual use of the carport area when lifted. A 3' wide switchback stair is necessary to accommodate safe access while working within the existing site and building conditions. The proposed stair will utilize substantially the same area as the existing porch and is designed to minimize the requested encroachment. The carport pushes past the front setback due to the carports structural columns that hold the roof that is connected to the existing home. These circumstances are peculiar to this property and make strict compliance with the setback requirement particularly burdensome.

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

The special conditions and circumstances arise from the existing configuration of the property and its front porch/front door and carport access conditions(after it is elevated), and are not a result of an action by the applicant. The front porch/front door and the carport are existing and the proposed 3' switchback stair and walkway to the carport area are necessary to provide reasonable access to the property while maintaining a practical stair configuration and access to the carport area. The carport support columns are structural and hold the roof (which is attached to the existing home) and want to utilized the carport area as it was usable before elevating. The request setback encroachment is attributed to the existing site conditions rather than a hardship created by the applicant.

3

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

Granting this variance is limited to an approximately 3'5" or less encroachment into the front setback to accommodate a 3' wide switchback stair and a 3' wide walkway to the carport area providing access to the existing front porch/front door and carport area. This will not add additional living area or an expansion of the principal structure and is limited to the specific site condition requiring a practical means of access. The requested relief is minimum necessary to allow reasonable use of the home and will not provide a special development advantage over similar situated properties.

4

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

Strict application of the front setback requirement would result in an unnecessary and undue hardship by limiting reasonable access to the existing front porch/front door and carport area. Due to the existing location of the front door and the limited area available for access, a proposed 3' wide switchback stair is necessary to provide safe and practical access and requires only an approximately 3'5" encroachment into the front setback. The walkway to the carport area is less than 3' encroachment and it will enable the utilization of the space after it is elevated as it was utilized prior. Without the variance the property will not have a reasonable means of accessing the existing front porch/front door and carport area while maintaining a practical stair configuration and access to the property.

5

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

The requested variance is the minimum necessary to allow reasonable and safe use of the property. The proposed 3' wide switchback stair is necessary to provide safe and practical access to the existing front porch/front door and requires only a 3'5" encroachment into the front setback and not going beyond what is already existing. The carport area and associated access requires less than 3' of encroachment(smaller in some areas). The relief is the minimum to accommodate the stair and access to the carport area after the elevation. The carport will stay the same without any additional changes from what is already currently existing. A smaller encroachment would not allow a functional stair configuration and limit any access to the carport area.

6

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

The variance should be granted because the requested is the minimum relief necessary to allow safe and practical access to the property. The proposed improvements are necessary to provide safe and practical access to the elevated home. The requested setback relief is limited to the minimum area necessary for the front stair and carport access. The improvements will remain consistent with the existing residential character of the property and surrounding neighborhood. The variance will not create adverse impacts to neighboring properties, obstruct access, or otherwise negatively affect public health, safety, or welfare. The proposed improvements will also maintain the existing location and character of the home and are not intended to create additional development impacts. The requested relief is limited in scope and does not involve any expansion of the principal structure beyond what is necessary to provide access. Granting this variance will allow reasonable use of the property while preserving the intent and purpose of the zoning regulations.

7

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

I respectfully request approval of this variance from the applicable front set back requirement to permit the construction of a 3' wide front switchback stair serving the existing front porch/front door and a walkway to the existing carport area that is connected to the existing home with structural support columns. The variance is necessary to allow safe, practical and reasonable front stair configuration and carport area access on this property while keeping the minimum variance necessary to afford relief. The request is based on unique existing configuration, existing site conditions, does not create a special privilege and will allow reasonable use of the property while maintaining the general intent and purpose of the front setback. Strict enforcement of the front setback would create an unnecessary hardship due to the existing site and building conditions. The proposed 3' wide switchback stair will encroach approximately 3'5" into the front setback, consistent with the location of the existing front porch/front door and the elevated carport area would encroach less than 3' and is the minimum relief necessary to provide safe and functional access to the home. The necessity to lift the home is driven by changing environmental risks, flood plans and wanting to continue to enjoy the community of IRB with my children, grandchildren and great grandchildren. Lifting the existing non-conforming older home will protect it from future storm surges while working with the existing home and the structural support posts. We are strictly seeking a small amount of space to accommodate the geometry of the existing useable space now and after it is elevated. The proposed stair and elevated carport area will remain limited in scale and will be designed to complement the existing residence without changing the existing space. The requested 3'5" or less encroachment is relatively minor in relation to the overall property and will not create a substantial change to the homes character, but will allow all the currently available space still useable after the home is elevated. The variance will not adversely affect neighboring properties, views, privacy, drainage, or the character of the surrounding neighborhood.

CERTIFICATION

Date: 9-7-2026

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

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

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

Before me this date personally appeared:

Name: Lois Early

Signature: Lois A Early

Personally known/Form of Identification _____

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

Sworn to and subscribed before me this: Day: 7 Month: September, 2026

Notary Public State of Florida at Large: Vicki Goonen

Notary Public Commission Expiration: 12/12/26

State of Florida
County: Pinellas

Notary Public State of Florida
Vicki Goonen
My Commission HH 334621
Expires 12/12/2026

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

AGENT OF RECORD

Date: Sept. 2, 2026

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

Name: Christine Anderson Signature: Christine Anderson

My agent of record may be contacted at:

Company: _____

Address: 1205 1st Street

City/State: Indian Rocks Beach Zip Code: 33785

Telephone: 727-480-2567 Fax: _____

Before me this date personally appeared:

Name: Lois Early

Signature: Lois M Early

☐ Personally known/Form of Identification _____

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

Sworn to and subscribed before me this: Day: 7 Month: September, 20 26

Notary Public State of Florida at Large: Vicki Goonen

Notary Public Commission Expiration: 12/12/26

State of Florida
County: Pinellas

Notary Public State of Florida
Vicki Goonen
My Commission HH 334621
Expires 12/12/2026

EXACTA
Land Surveyors, LLC

www.exactaland.com | office: 866.735.1916 | fax: 866.744.2882





PROPERTY ADDRESS:
1205 1ST STREET, INDIAN ROCKS BEACH, FLORIDA 33785

SURVEY NUMBER: FL2602.3326

DATE SIGNED: 02/26/26 | **FIELD WORK DATE:** 2/24/2026

REVISION DATE(S):
(REV.1 2/27/2026)

POINTS OF INTEREST
1. RESIDENCE OVER 7.5' SETBACK LINE

SURVEYORS CERTIFICATE

I hereby certify that this Survey of the lands described hereon was made under my direct supervision, and to the best of my knowledge and belief is a true and accurate representation of said lands and meets the Standards of Practice set forth in Chapter 5J-17.050 through 5J-17.053, Florida Administrative Code, pursuant to section 472.027, Florida Statutes. This survey is not valid without the signature and original raised seal of a Florida licensed surveyor and mapper, except when the electronic signature and seal of a Florida licensed surveyor and mapper is affixed hereto.

C. BOYD ALLEN
CERTIFICATE No 3932
STATE OF FLORIDA
REGISTERED LAND SURVEYOR

C. BOYD ALLEN
State of Florida Professional Surveyor and Mapper
License Number 3932
Exacta Land Surveyors, LLC | LB# 8291

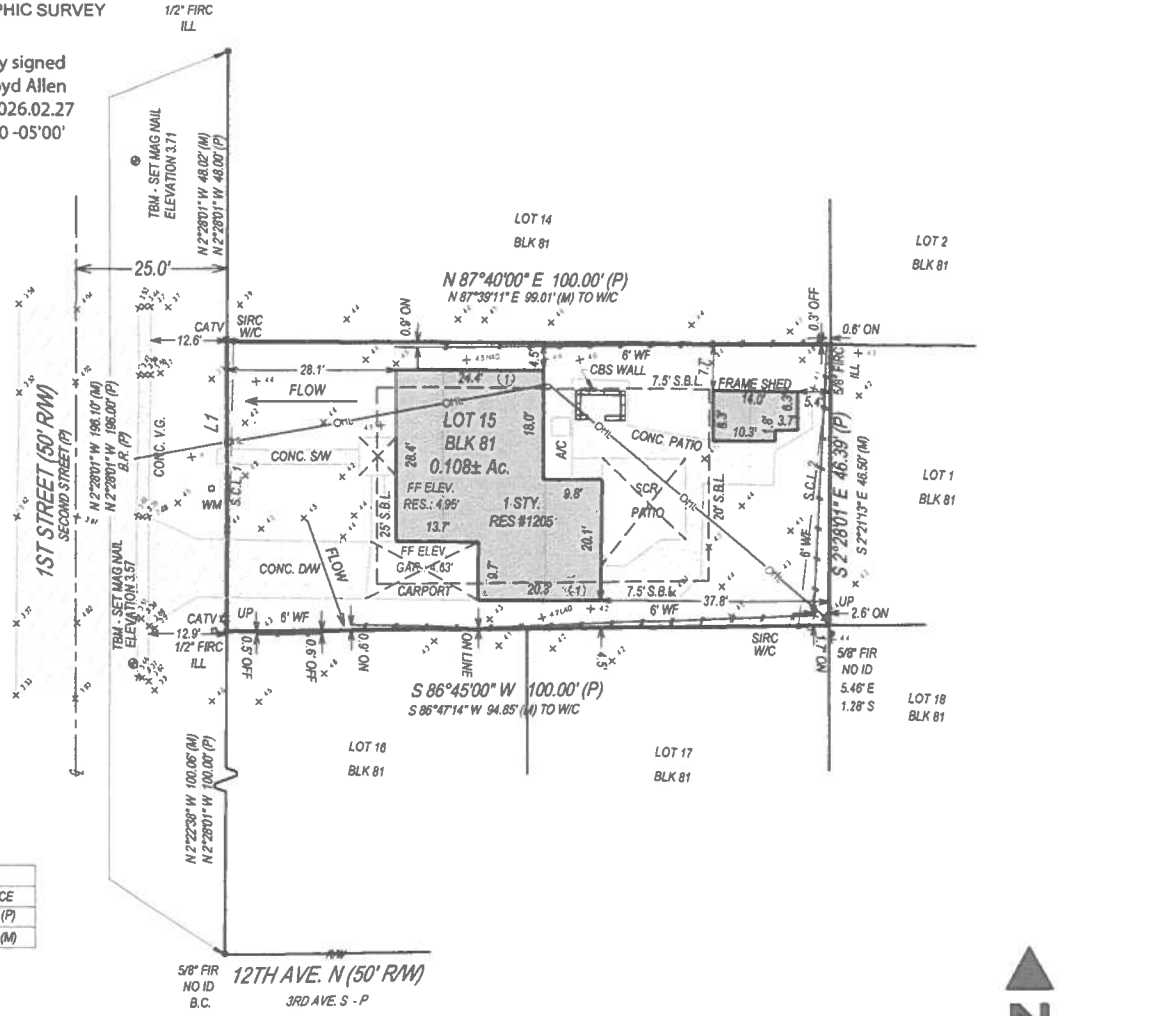
EXACTA
Exacta Land Surveyors, LLC

Exacta Land Surveyors, LLC
LB# 8291
o: 866.735.1916 | f: 866.744.2882
131 West Broadway Street, Suite 1001, Oviedo, FL 32765

Florida Land Title Association
FLTA
AFFILIATE MEMBERS

2602.3326
BOUNDARY & TOPOGRAPHIC SURVEY
PINELLAS COUNTY

C Boyd Allen
Digitally signed by C Boyd Allen
Date: 2026.02.27 07:56:00 -05'00'

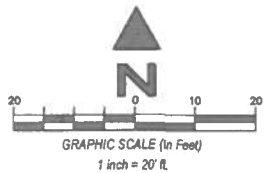


BASIS OF ELEVATIONS SHOWN:
DESIGNATION: HALL J
PID:AG0560
ELEVATION: 4.36
DATUM: NAVD88

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 2°28'01" W	48.00' (P)
	N 2°39'13" W	48.01' (M)

SURVEY CLOSURE LINES:
1. S 1°21'02" E 48.01'
2. S 3°46'23" W 46.85'

SURVEYOR'S NOTES
NOTE: FENCES EXIST; OWNERSHIP NOT DETERMINED
SETBACK INFORMATION PROVIDED BY PINELLAS COUNTY



GRAPHIC SCALE (In Feet)
1 inch = 20' ft.

SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION

PAGE 1 OF 2 - NOT VALID WITHOUT ALL PAGES

PROPERTY ADDRESS:
1205 1ST STREET, INDIAN ROCKS BEACH, FLORIDA 33785

SURVEY NUMBER: FL2602.3326

CERTIFIED TO:
LOIS A EARLY, TRE; JAMES GARLAND EARLY LIVING TRUST

DATE SIGNED: 02/26/26

BUYER: LOIS A EARLY, TRE; JAMES GARLAND EARLY LIVING TRUST

LENDER:

TITLE COMPANY:

COMMITMENT DATE: NOT REVIEWED | **CLIENT FILE NO:**

LEGAL DESCRIPTION:
LOT 15, BLOCK 81, FIRST ADDN. TO RE-REVISED MAP OF INDIAN BEACH SUBN., ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 23, PAGE 11, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

FLOOD ZONE INFORMATION:
BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE AE (WITH A BASE FLOOD ELEVATION OF 8). THIS PROPERTY WAS FOUND IN THE CITY OF INDIAN ROCKS BEACH, COMMUNITY NUMBER 125117, PANEL NUMBER 0113 DATED 08/24/21.

GENERAL SURVEYORS NOTES:

1. The Legal Description used to perform this survey was supplied by others. This survey does not determine nor imply ownership of the lands or any fences shown hereon. Unless the Title Commitment Number and Date is referenced on this survey, an examination of the abstract of title was NOT performed by the signing surveyor to determine which instruments, if any, are affecting this property.
2. Unless otherwise noted, any utility information shown hereon is based on above-ground visible evidence, record drawings, or information provided by others. The surveyor does not certify the existence, absence, depth, size, material, condition, or completeness of underground utilities or service lines that may be shown. No subsurface investigation was carried out as part of this survey.
3. If an onsite sanitary sewer disposal system is shown on this survey, its location is based on information provided by others and/or visible surface indicators observed at the time of field survey. The surveyor did not attempt to uncover, excavate, probe, or otherwise determine the location, size, condition, or extent of the system. Actual field conditions may vary. Verification or exposure of a septic system requires a Florida-licensed Septic Contractor per FDOH (Chapter 64E-6 FAC).
4. This survey is for the exclusive use and reliance of the certified parties. Any other use or reliance without the written consent of the signing Professional Surveyor and Mapper is strictly prohibited.
5. Flood zone information, if shown, is based on published FEMA Flood Insurance Rate Maps (FIRMs) and is provided for reference only. It may not reflect recent revisions, Letters of Map Amendment (LOMAs), Letters of Map Revision (LOMRs), or site-specific evaluations.
6. Survey monuments labeled "SIRC" indicate a Set Iron Rebar, a minimum ½ inch in diameter and 18 inches in length, with a yellow plastic cap stamped "EXACTA LB#8291" set at that location.
7. This survey has been electronically signed and sealed in accordance with F.A.C. 5J-17.062(3) and F.S. 472.025. The electronic signature is unique to the signing Professional Surveyor and Mapper, verifiable, and invalidates if the document is altered. If this document does not display a valid electronic signature, it is not an official copy. The corresponding electronic signature authentication record is prominently displayed on the invoice sent under separate cover for said verification.
8. The symbols reflected in the legend and on this survey may have been enlarged or reduced for clarity. The symbols have been plotted at the approximate center of the field location and may not represent the actual shape or size of the feature.
9. Points of Interest (POIs) are select above-ground features identified because of their proximity to boundary lines, building setback lines, or known recorded easements. POIs are not intended to identify all matters of interest located on the property. Additional improvements may exist that are not visible, accessible or known to the surveyor at the time of the survey.
10. The information shown on this survey was compiled and prepared exclusively by Exacta Land Surveyors, LLC. Exacta is solely responsible for the professional content of this survey. Any third-party names, logos, or references appearing on this survey are provided only for identification purposes and do not imply endorsement or responsibility.
11. Pursuant to F.S. 558.0035, individual employees and agents of Exacta Land Surveyors, LLC shall not be held personally liable for negligence. Responsibility for this survey rests solely with the surveying firm.
12. Building dimensions shown on this survey are approximate and are not intended to be used for design, permitting, or construction, unless specifically contracted and stated otherwise on this survey.
13. Unless otherwise noted, the horizontal datum used for this survey is NAD83(2011), Epoch 2010.00. Coordinates and bearings are referenced to the Florida State Plane Coordinate System, in the applicable Zone. Positions were established using survey-grade GNSS observations processed through the Florida Permanent Reference Network (FPRN) CORS/VRS network and tied to the National Spatial Reference System (NSRS) and expressed in U.S. Survey Feet.
14. Unless otherwise noted, the vertical datum used for this survey is based on the North American Vertical Datum of 1988 (NAVD88), derived from observations processed through the Florida Permanent Reference Network (FPRN) CORS network, adjusted using GEOID18, and expressed in U.S. Survey Feet.

SURVEYORS LEGEND:

LINETYPES
- Boundary Line
- Center Line
- Chain Link or Wire Fence
- Easement
- Edge of Water
- Iron Fence
- Overhead Lines
- Structure
- Survey Tie Line
- Vinyl Fence
- Wall or Party Wall
- Wood Fence

SURFACE TYPES
- Asphalt
- Brick or Tile
- Concrete
- Covered Area
- Water
- Wood

SYMBOLS
- Benchmark
- Center Line
- Central Angle or Delta
- Common Ownership
- Control Point
- Catch Basin
- Elevation
- Fire Hydrant
- Find or Set Monument
- Guywire or Anchor
- Manhole
- Tree
- Utility or Light Pole
- Well

ABBREVIATIONS

(C) - Calculated
(D) - Deed
(F) - Field
(M) - Measured
(P) - Plat
(R) - Record
(S) - Survey
A/C - Air Conditioning
AE - Access Easement
ANE - Anchor Easement
ASBL - Accessory Setback Line
B/W - Bay/Box Window
BC - Block Corner
BFP - Backflow Preventer
BLDG - Building
BLK - Block
BM - Benchmark
BR - Bearing Reference
BRL - Building Restriction Line
BSMT - Basement
C - Curve
C/L - Center Line
C/P - Covered Porch
C/S - Concrete Slab
CATV - Cable TV Riser
CB - Concrete Block
CH - Chord Bearing
CHIM - Chimney
CLF - Chain Link Fence
CME - Canal Maintenance Easement
CO - Clean Out
CONC - Concrete
COR - Corner
CS/W - Concrete Sidewalk
CUE - Control Utility Easement
CVG - Concrete Valley Gutter
D/W - Driveway
DE - Drainage Easement
DF - Drain Field
DH - Drill Hole
DUE - Drainage & Utility Easement
ELEV - Elevation
EM - Electric Meter
ENCL - Enclosure
ENT - Entrance
EOP - Edge of Pavement
EOW - Edge of Water
ESMT - Easement
EUB - Electric Utility Box
F/DH - Found Drill Hole
FCM - Found Concrete Monument
FF - Finished Floor
FIP - Found Iron Pipe
FIPC - Found Iron Pipe & Cap
FIR - Found Iron Rod
FIRC - Found Iron Rod & Cap
FN - Found Nail
FN&D - Found Nail & Disc
FRRSPK - Found Rail Road Spike
GAR - Garage
GM - Gas Meter
ID - Identification
IE/EE - Ingress/Egress Easement
ILL - Illegible
INST - Instrument
INT - Intersection
IRRE - Irrigation Easement
L - Length
LAE - Limited Access Easement
LB# - License No. (Business)
LBE - Limited Buffer Easement
LE - Landscape Easement
LME - Lake/Landscape Maintenance Easement
LS# - License No. (Surveyor)
MB - Map Book
ME - Maintenance Easement
MES - Mitered End Section
MF - Metal Fence
MH - Manhole
MHWL - Mean High Water Line
NR - Non-Radial
NTS - Not to Scale
NAVD88 - North American Vertical Datum 1988
NGVD29 - National Geodetic Vertical Datum 1929
OG - On Ground
ORB - Official Records Book
ORV - Official Record Volume
O/A - Overall
O/S - Offset
OFF - Outside Subject Property
OH - Overhang
OHL - Overhead Utility Lines
OHWL - Ordinary High Water Line
ON - Inside Subject Property
P/E - Pool Equipment
PB - Plat Book
PC - Point of Curvature
PCC - Point of Compound Curvature
PCP - Permanent Control Point
PI - Point of Intersection
PLS - Professional Land Surveyor
PLT - Planter
POB - Point of Beginning
POC - Point of Commencement
PRC - Point of Reverse Curvature
PRM - Permanent Reference Monument
PSM - Professional Surveyor & Mapper
PT - Point of Tangency
PUE - Public Utility Easement
R - Radius or Radial
R/W - Right of Way
RES - Residential
RGE - Range
ROE - Roof Overhang Easement
RP - Radius Point
S/W - Sidewalk
SBL - Setback Line
SCL - Survey Closure Line
SCR - Screen
SEC - Section
SEP - Septic Tank
SEW - Sewer
SIRC - Set Iron Rod & Cap
SMWE - Storm Water Management Easement
SN&D - Set Nail and Disc
SQFT - Square Feet
STL - Survey Tie Line
STY - Story
SV - Sewer Valve
SWE - Sidewalk Easement
TBM - Temporary Bench Mark
TEL - Telephone Facilities
TOB - Top of Bank
TUE - Technological Utility Easement
TWP - Township
TX - Transformer
TYP - Typical
UE - Utility Easement
UG - Underground
UP - Utility Pole
UR - Utility Riser
VF - Vinyl Fence
W/C - Witness Corner
W/F - Water Filter
WF - Wood Fence
WM - Water Meter/Valve Box
WV - Water valve

JOB SPECIFIC SURVEYOR NOTES:
THE BEARING REFERENCE OF N02°28'01"W IS BASED ON THE EASTERLY RIGHT-OF-WAY LINE OF 1ST STREET WITHIN FIRST ADDN. TO RE-REVISED MAP OF INDIAN BEACH SUBN., AS RECORDED IN PLAT BOOK 23, PAGE 11, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

EXACTA
Exacta Land Surveyors, LLC
Exacta Land Surveyors, LLC
LB# 4291
o: 866.735.1916 | f: 866.744 2882
131 West Broadway Street, Suite 1001, Oviedo, FL 32765

SEE PAGE 1 OF 2 FOR MAP OF PROPERTY
PAGE 2 OF 2 - NOT VALID WITHOUT ALL PAGES

1205 1ST ST. INDIAN ROCKS BEACH, FL 33785

PROJECT PARTICIPANTS

OWNER:	LOIS A TRE EARLY & JAMES GARLAND LIV TRUST
ENGINEER:	ROBERT C. BARRILLEAUX (FL LIC. 97952)

PROPERTY INFORMATION

PROPERTY ADDRESS:	1205 1ST ST INDIAN ROCKS BEACH, FL 33785
ZONING:	RM-2
PROPERTY USE:	0110 Single Family Home
PARCEL #:	01-30-14-42840-001-0150

1. THE TERMS "GENERAL CONTRACTOR," "CONTRACTOR," "CONSTRUCTION CONTRACTOR," & / OR "GC" SHALL BE UNDERSTOOD TO BE THE SAME AS GENERAL CONTRACTOR & IDENTIFIED AS GC UNDER THESE DOCUMENTS.
2. CONSTRUCTION DRAWINGS INDICATE ALL AVAILABLE INFORMATION REGARDING THE EXISTING CONDITIONS & ARE PROVIDED FOR THE CONVENIENCE OF THE GENERAL CONTRACTOR (GC) TO EXECUTE THE WORK. A SOUND EFFORT HAS BEEN MADE TO PROVIDE A COMPLETE & ACCURATE REPRESENTATION OF THE EXISTING CONDITIONS USING THE INFORMATION PROVIDED BY THE GC. DIMENSIONS & ELEVATIONS USED IN THE DEVELOPMENT OF THIS PLAN SET ARE PROVIDED TO THE ENGINEER BY THE GC. IT IS THE RESPONSIBILITY OF THE GC TO VERIFY THE ACCURACY OF ALL DIMENSIONS & ELEVATIONS THAT ARE TO BE PROVIDED TO THE ENGINEER PRIOR TO PASSING ALONG THE INFORMATION & ALSO PRIOR TO CONSTRUCTION. IF ANY OF THE DIMENSIONS OBSERVED ON SITE DIFFER FROM THOSE PROVIDED TO THE ENGINEER AT ANY POINT IN THE LIFE OF THE PROJECT, STOP WORK & NOTIFY THE ENGINEER IMMEDIATELY SO THAT REDESIGN MAY OCCUR. IF THE ENGINEER SHOULD NOTICE ANY DISCREPANCIES AMONG THE DATA PROVIDED TO DESIGN THE PLANS, THEY SHALL NOTIFY THE GC SO THAT THEY MAY CORRECT THE INACCURACIES BEFORE DESIGN PROCEEDS. THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OF INFORMATION PROVIDED BY THE GC TO DESIGN THE PLANS & ASSUMES NO LIABILITY THEREOF.
3. GC IS TO VERIFY IN FIELD THE MINIMUM FINISH FLOOR ELEVATION REQUIREMENTS BASED ON THIRD PARTY SEALED BENCHMARK CERTIFICATE & RELEVANT SURVEY ADHERING TO LOCAL, STATE, & FEDERAL JURISDICTIONS.
4. DIMENSIONS ON PLAN SHALL BE USED WHERE AVAILABLE & SCALE SHALL BE USED SECONDARY TO SHOWN DIMENSIONS.
5. IT IS THE GC'S RESPONSIBILITY TO INVESTIGATE & FIELD VERIFY EXISTING CONDITIONS RELATED TO SCOPE OF WORK IN ADVANCE OF PROJECT COMMENCEMENT, TO ENSURE THE ORDERLY PROGRESS OF THE WORK. ANY EXISTING CONDITIONS THAT DIFFER FROM THOSE SHOWN OR ASSUMED IN THIS PLAN SET SHALL BE IDENTIFIED & RELAYED TO THE ENGINEER OF RECORD WHEN THEY ARE DISCOVERED. ENGINEER SHALL HAVE A MINIMUM OF TEN (10) WORKING DAYS TO RESPOND TO ANY NOTIFICATION.
6. THE CONSTRUCTION DOCUMENTS, WITH REGARD TO EXISTING CONDITIONS, IN NO WAY RELEASE THE GC FROM THE RESPONSIBILITY OF VERIFYING COMPLETELY ALL FIELD DOCUMENTS RELATING TO & AFFECTING THE EXECUTION OF THE WORK, WHETHER OR NOT INDICATED IN THE CONSTRUCTION DOCUMENTS.
7. IT IS THE RESPONSIBILITY OF THE GC TO FIELD VERIFY & DOCUMENT ALL EXISTING DIMENSIONS, ELEVATIONS, BENCHMARKS, & MATERIALS & METHODS OF CONSTRUCTION THAT MAY AFFECT OR BE AFFECTED BY NEW WORK & TO COORDINATE FINDINGS WITH THE CONSTRUCTION DOCUMENTS & THE EXECUTION OF THE WORK. DISCREPANCIES & / OR CONFLICTS INVOLVING THE EXISTING CONDITIONS EFFECT ON NEW WORK SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION, IMMEDIATELY.
8. DEMOLITION WORK SHOWN ON PLAN IS NOT COMPREHENSIVE & MAY CHANGE AS THE PROJECT PROGRESSES. THE GC SHALL BE RESPONSIBLE TO EXECUTE ANY DEMOLITION WORK REQUIRED TO ALLOW THE EXECUTION OF NEW WORK.
9. ALL CODES HAVING JURISDICTION SHALL BE STRICTLY OBSERVED DURING ENTIRETY OF THE CONSTRUCTION OF THE PROJECT (IE: STATE, CITY, & COUNTY BUILDING, ZONING, ELECTRICAL, MECHANICAL, PLUMBING, & FIRE CODES). THE GC SHALL REVIEW ALL CODE REQUIREMENTS BEFORE COMMENCEMENT OF CONSTRUCTION & PROMPTLY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BETWEEN CODE REQUIREMENTS & THE CONSTRUCTION DOCUMENTS.
10. GC SHALL BE RESPONSIBLE FOR REQUESTING ALL REQUIRED INSPECTIONS THROUGHOUT THE LIFE OF THE PROJECT.
11. ALL NEW CONSTRUCTION SHOWN IN THIS PROJECT HAS BEEN DESIGNED TO MEET THE WIND SPEED DESIGN CRITERIA OF 147 MPH. THE ENGINEER DOES NOT CERTIFY THE SAME FOR ANY EXISTING CONSTRUCTION.
12. GC SHALL MAINTAIN A FULL-SIZED (24x36) BOUND SET OF CONSTRUCTION DOCUMENTS ON SITE AT ALL TIMES WORK IS IN PROGRESS FOR THE DURATION OF THE PROJECT.
13. THE ENGINEER DOES NOT GUARANTEE THE GC'S PERFORMANCE & NO PROVISIONS OF THE CONSTRUCTION DOCUMENTS SHALL RELIEVE THE GC OF LIABILITY DUE TO NEGLIGENCE, INCOMPETENCE, OR INTENTIONAL ERROR BY THE GC.
14. ALL WORK IS TO CONFORM TO THE CONTRACT / CONSTRUCTION DOCUMENTS.
15. FINAL GRADE IS TO SLOPE AWAY FROM STRUCTURE & SHALL BE CONSTRUCTED TO AVOID PONDING. CONCRETE POURED ADJACENT TO STRUCTURE IS TO SLOPE AWAY FROM STRUCTURE.
16. NEW CARBON MONOXIDE DETECTORS SHALL BE PROVIDED OUTSIDE EVERY SLEEPING AREA & / OR ROOM UNLESS ALREADY EXISTING.
17. WINDOW OPENINGS USED FOR EGRESS ARE TO ADHERE TO IRC 2021 SECTION R310: CLEAR OPENING WIDTH GREATER THAN OR EQUAL TO 20"; CLEAR OPENING HEIGHT GREATER THAN OR EQUAL TO 24"; MINIMUM CLEAR OPENING IS 5.75 FT²; MAXIMUM SILL HEIGHT ABOVE THE FLOOR = 44".
18. ALL ITEMS INDICATING CONTRACT LIMITS & LINES OF DEMARCATION ARE SHOWN FOR THE CONVENIENCE OF THE GC & ARE NOT TO BE TAKEN LITERALLY. ACTUAL CONTRACT LIMITS ARE TO BE DETERMINED BY THE GC PRIOR TO BIDDING, BY FIELD VERIFICATION. THE GC IS RESPONSIBLE FOR ENSURING PROPER INTERFACE BETWEEN EXISTING CONDITIONS & NEW WORK.
19. IF ACTUAL EXISTING CONDITIONS VARY FROM CONDITIONS INDICATED ON THESE DRAWINGS PRIOR TO THE COMMENCEMENT OF WORK, ALL DISCREPANCIES SHALL BE ACCURATELY & THOROUGHLY RECORDED BY THE GC & PROMPTLY REPORTED TO THE ENGINEER IN WRITING.
20. NO MATERIAL SUBSTITUTIONS SHALL BE MADE WITHOUT WRITTEN REQUEST TO THE ENGINEER, & ONLY UPON APPROVAL. ALL REQUESTS SHALL BE CONSIDERED ON AN INDIVIDUAL BASIS. CONTRACTOR SHALL SUPPLY SAMPLES & CUTS FOR WRITTEN APPROVAL BY ENGINEER BEFORE ORDERING & INSTALLATION OF SUBSTITUTE MATERIALS.
21. GC SHALL BE RESPONSIBLE FOR PATCHING & REPAIRING ALL FINISHED SURFACES, SYSTEMS, & STRUCTURES (COLUMNS, DOORS, HARDWARE, ETC.,) TO REMAIN WITHIN THE SCOPE OF WORK. ANY EXISTING FINISHES, STRUCTURES, OR SYSTEMS INDICATED TO REMAIN SHALL BE REPAIRED AS REQUIRED TO MATCH NEW CONSTRUCTION CONDITION. GC TO DOCUMENT AS REQUIRED PRE-EXISTING DAMAGED AREAS WITHIN AREA TO REMAIN. NOTIFY ENGINEER OF EXISTING DAMAGED AREA OR SYSTEM BEFORE PRICING OR BIDDING.
22. UPON COMPLETION OF THE PROJECT, THE GC SHALL PROVIDE A COMPLETE SET OF DRAWINGS INDICATING MARK UPS & FIELD CONSTRUCTION UPDATES & STRICTLY SHOW ALL REVISIONS, SKETCHES, ETC. REQUIRED DURING CONSTRUCTION. GC SHALL MARK UP SITE SET IN RED FOR ADDITIONS & BLUE FOR DELETIONS TO INDICATE FINAL CONDITIONS EXACTLY AS CONSTRUCTED.
23. ERROR & OMISSIONS THAT MAY OCCUR IN CONSTRUCTION DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IN WRITING, & WRITTEN INSTRUCTIONS SHALL BE OBTAINED FROM THE ENGINEER BEFORE PROCEEDING WITH THE WORK. THE GC WILL BE HELD RESPONSIBLE FOR THE RESULTS OF ANY ERRORS, DISCREPANCIES, OR OMISSIONS WHICH THE GC FAILED TO NOTIFY THE ENGINEER OF BEFORE CONSTRUCTION & / OR FABRICATION OF THE WORK.
24. GC IS TO COORDINATE WITH HOMEOWNER REGARDING LANDSCAPING TO BE REMOVED FOR INSTALLATION OF EXTERIOR EQUIPMENT, INCLUDING HVAC, WATER HEATER, ETC. ASSOCIATED EQUIPMENT.
25. OWNER & ENGINEER RESERVE THE RIGHT TO INTRODUCE OTHER CONSULTANTS & CONTRACTS ASSOCIATED WITH THE WORK ON AN AS NEEDED BASIS TO ENSURE COMPLETION OF THE PROJECT.
26. GC SHALL COORDINATE DIRECTLY WITH SUBCONTRACTORS TO ENSURE COORDINATION & COOPERATION BETWEEN TRADES AS WELL AS ANY APPOINTED BY OWNER AND/ OR ENGINEER.
27. ALL MANUFACTURED MATERIALS, EQUIPMENT & ASSOCIATED PARTS SHALL BE SUPPLIED, INSTALLED, CONNECTED, ERECTED, USED, CLEANED, & CONDITIONED AS INDICATED BY THE MANUFACTURER, UNLESS NOTED OTHERWISE.
28. THESE CONSTRUCTION DRAWINGS DO NOT REFLECT MEANS & METHODS OF CONSTRUCTION. THE GENERAL CONTRACTOR & SUBCONTRACTOR(S) SHALL ARRANGE & COORDINATE ALL NECESSARY SCAFFOLDING, EQUIPMENT, ETC. REQUIRED TO COMPLETE THE WORK.
29. ANY HAZARDOUS MATERIAL REVIEW WORK OR ANALYSIS IS OUTSIDE THE SCOPE OF THIS WORK & THESE DRAWINGS. THE OWNER IS RESPONSIBLE TO DIRECT THE GC REGARDING THE REMOVAL OF ANY HAZARDOUS MATERIAL ITEMS WHICH MAY BE ENCOUNTERED DURING THIS PROJECT.
30. THE GC SHALL COORDINATE ALL NECESSARY UTILITIES COORDINATION, CONNECTION, PERMITS, ETC. WITH MUNICIPALITY OR PARISH, & UTILITY COMPANIES AS REQUIRED.
31. FINAL WALL LAYOUT OF NEW WALLS TO BE APPROVED BY GC IN THE FIELD BEFORE COMMENCEMENT OF INSTALLATION OF FINISHES.
32. IF THE EXISTING FOUNDATION OF THE HOME IS MODIFIED IN ANY WAY, WORK IS TO STOP & THE ENGINEER IS TO BE CONTACTED TO DETERMINE IF THE PLANS ARE STILL ADEQUATE TO SUPPORT THE HOME & PROVIDE UPDATED PLANS REFLECTING THE MODIFICATIONS. IF THE EXISTING FOUNDATION ON THIS PLAN, AT ANY POINT IN THE CONSTRUCTION PROCESS, DIFFERS IN DIMENSION OR LAYOUT FROM THE EXISTING FOUNDATION SHOWN IN THIS PLAN SET, THESES PLANS SHALL BE NULL & VOID, & THE ENGINEER OF RECORD SHALL BE CONTACTED TO REDESIGN THE PLANS.



SITE LOCATION

Sheet Index

Sheet Number	Sheet Name
General	
G000	Cover
Civil	
C001	SITE PLAN
C002	IMPERVIOUS SURFACE RATIO
Civil Details	
C003	SILT FENCE DETAIL
Civil Plans	
C101	EXISTING 1ST FLOOR PLAN
C102	PROPOSED 1ST FLOOR PLAN
C103	PROPOSED 2ND FLOOR PLAN
Civil Elevations	
C201	FRONT ELEVATION
C202	REAR ELEVATION
C203	RIGHT ELEVATION
C204	LEFT ELEVATION
Structural Plans	
S101	FOUNDATION / PILING PLAN
S102	COLUMN / WALL / VENT PLAN
S103	STEEL PLAN
Structural Details	
S301.1	FOUNDATION / CONNECTION DET.
S301.2	FOUNDATION / CONNECTION DET.
S301.3	FOUNDATION / CONNECTION DET.
S302.1	CONCRETE DECK / AC PLATFORM DET.
S302.2	WOODEN DECK DETAILS
S302.3	WOODEN PORCH DETAILS
S303.1	CONCRETE STAIR DETAIL
S303.2	STRUC. CONCRETE STAIR DET.
S303.3	METAL STRINGER STAIR DET.
S303.4	SPIRAL STAIR DETAILS
S303.5	WOODEN STAIR DETAILS
S303.6	WOODEN OPEN RISER STAIR DET.
S304.1	BREAKAWAY WALL / PRAMBLE SLAB
S304.2	STRUCTURAL WALL DETAIL
S305	WINDOW / DOOR INFILL DETAIL
S306	ELEC. MEYER INSTALLATION DET.
S307	INTERIOR WALL DETAIL

ENGINEER DISCLAIMER

THESE DRAWINGS HAVE BEEN PREPARED UNDER MY PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THEY COMPLY WITH ALL LOCAL, REGIONAL, AND NATIONAL REQUIREMENTS

THESE PLANS, DETAILS, NOTES AND SPECIFICATIONS ARE THE PROPERTY OF MODERN HOUSE & BUILDING MOVERS, LLC AND SHALL BE USED ONLY FOR THE PROPERTY / PROJECT AS INDICATED IN THE TITLE BLOCK ON THESE DRAWING SHEETS.

THE ENGINEER DOES NOT SUPERVISE AND WILL NOT BE RESPONSIBLE FOR CONTRACTOR'S WORK. THE ENGINEER DOES NOT DICTATE CONSTRUCTION MEANS AND METHODS. MEANS AND METHODS SHALL BE SOLELY THE RESPONSIBILITY OF THE GENERAL CONTRACTOR & SUBCONTRACTORS.

I HAVE RESEARCHED THE INTERNATIONAL RESIDENTIAL CODE (IRC), THE FLORIDA BUILDING CODE (FBC 2023; 8th Ed), & F.A.C. 61G20-1.001, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE DRAWINGS ARE IN COMPLIANCE THEREWITH. I TAKE FULL RESPONSIBILITY FOR THE CONTENTS OF THESE PLANS.

THIS PROJECT, DESIGN, ARRANGEMENT OR SPACES, ELEMENTS AND DETAILS ETC. FOUND IN THIS SET OF DRAWINGS ARE INTELLECTUAL PROPERTY OF MODERN HOUSE & BUILDING MOVERS, LLC AND NOT TO BE COPIED, REPRODUCED OR RECREATED WITHOUT WRITTEN APPROVAL FROM MODERN HOUSE & BUILDING MOVERS, LLC AND THE ENGINEER.

DIMENSIONS & ELEVATIONS USED IN THE DEVELOPMENT OF THIS PLAN SET ARE PROVIDED TO THE ENGINEER BY THE GC. IF ANY OF THE DIMENSIONS OBSERVED ON SITE DIFFER FROM THOSE PROVIDED TO THE ENGINEER AT ANY POINT IN THE LIFE OF THE PROJECT, STOP WORK & NOTIFY THE ENGINEER IMMEDIATELY SO THAT REDESIGN MAY OCCUR. THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OF INFORMATION PROVIDED BY THE GC TO DESIGN THE PLANS & ASSUMES NO LIABILITY THEREOF

PRELIMINARY DRAWINGS FOR REVIEW OR PRE-APPROVAL ONLY.

THESE DRAWINGS ARE NOT INTERNED FOR CONSTRUCTION.

SIGNATURE: _____ ROBERT C. BARRILLEAUX, P.E.

ROBERT BARRILLEAUX & ASSOC., INC.

MODERN MOVERS
THE SLAB HOME ELEVATION EXPERTS

Modern Movers

Project Number	2026.006
Date	07/20/2026

7/20/2026 2:13:41 PM

LIFT RULE

PROPOSED SECOND FLOOR TO BE AT BFE + 1' FREEBOARD = 16.96' NAVD88

FLOOD INFORMATION

ZONE	AE
COASTAL	NO
BFE	8' NAVD88
DFE	9' NAVD88
FIRM PANEL	12103C-0113
EFFECTIVE DATE	08/24/2021

BUILDING...

SETBACK	I.E..	EXISTING	Prop
FRONT	25'	28.1	21.9
REAR	20'	37.8'	22.4'
SIDE (LEFT)	7.5	4.5'	4.5'
SIDE (RIGHT)	7.5	4.5'	4.5'

BUILDING ELEVATIONS (NAVD88)

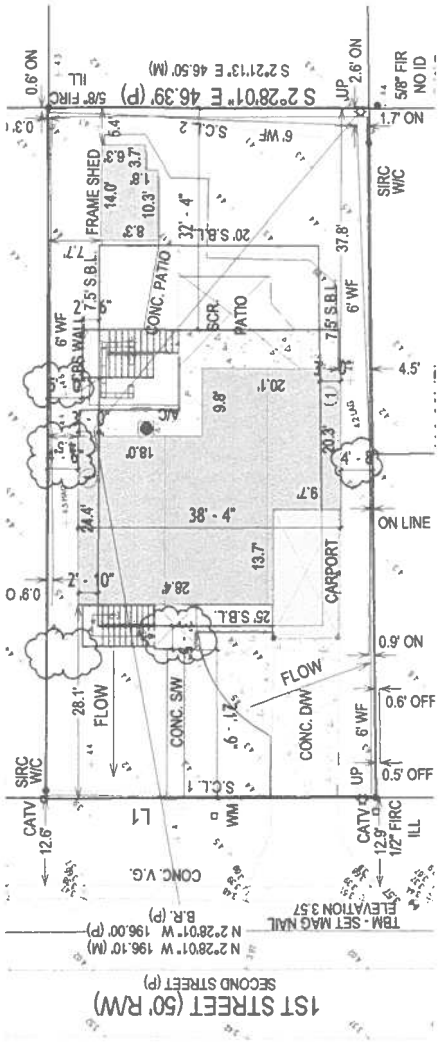
LEVEL	EXISTING	LEVEL	PROPOSED
LAG	4.7'	LAG	4.7'
HAG	4.5'	HAG	4.5'
GARAGE	N/A	PROP L1	9.09'
EX L1	4.54'	PROP L2	18.96'
MHF	N/A	MHF	N/A
EX L2	N/A	PROP L2	18.96'

DEVELOPED SURFACE AREAS

AREAS	EX. FT²	PROP. FT²
*BUILDING FOOTPRINT	962	??
*PORCHES	460	??
*STAIRS	N/A	??
POOL & REAR PATIO AREA	N/A	??
DRIVEWAY & PARKING	324	??
WALKWAYS	950	??
**OVERHANG	N/A	?? or N/A
OTHER IMPERVIOUS	N/A	??
***PERVIOUS AREAS	N/A	??
*TOTAL BUILDING FOOTPRINT	1,422	??
**TOTAL DEVELOPED AREA FT²	2,396	??
***TOTAL (ERU) %	2,396	??
LOT AREA FT²	4,657	
	AMR	TOTAL
*BUILDING FOOTPRINT	29%	29%
***ISR: PERCENTAGE	29%	29%

SITE NOTES

1. EXISTING AND PROPOSED SITE PLANS ARE BASED UPON SURVEY INFORMATION PROVIDED TO MODERN MOVER & BUILDING MOVERS, LLC, AND UPON BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL CONFIRM SITE CONDITIONS PRIOR TO BEGINNING WORK.
2. EXISTING STRUCTURE IS LOCATED IN A SUBURBAN RESIDENTIAL NEIGHBORHOOD. THE CONTRACTOR AND ALL SUBCONTRACTORS SHALL TAKE ALL NECESSARY PRECAUTIONS TO PRESERVE AND PROTECT NEIGHBORING STRUCTURES, FENCES, PUBLIC STREETS, AND UTILITIES.
3. THE CONTRACTOR SHALL COORDINATE WITH EXISTING UTILITY PROVIDERS REGARDING DISCONNECTION PRIOR TO THE WORK, TEMPORARY SERVICE DURING THE WORK, AND RECONNECTION OF UTILITY SERVICE AFTER THE WORK IS COMPLETED.
4. THE CONTRACTOR SHALL COORDINATE WITH THE COVERNING MUNICIPALITY'S TRAFFIC ENGINEERING DEPARTMENT, REGARDING ANY NECESSARY ROAD CLOSURES.
5. NO NEW CURB CUTS OR DRIVEWAYS ARE ANTICIPATED AS A PART OF THIS WORK.
6. EXISTING LANDSCAPING AROUND PERIMETER OF THE HOME TO REMAIN. DO NOT DISTURB ANY NATIVE VEGETATION IN THE COURSE OF THE WORK. THE GC SHALL PRESERVE & PROTECT NATIVE TREES AND SHRUBS THROUGHOUT THE COURSE OF THE WORK. REPLACE SOILS, GRADE, AND SOD UPON COMPLETION OF THE WORK.
7. THE DEVELOPMENT OF THE PROPERTY AS SHOWN SHALL NOT HAVE ADVERSE HYDROLOGICAL EFFECTS ON ADJACENT PROPERTIES.
8. THIS PROPOSED CONSTRUCTION WILL COMPLY WITH CITY CODE SECTION 10-38. NEW OR MODIFICATION CONSTRUCTION ANY ZONING DISTRICT IN THE CITY SHALL CONFORM TO THE PROVISIONS OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REQUIREMENTS OF THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (EPA) AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) AS MORE SPECIFICALLY SET FORTH IN THE NPDES PERMIT ISSUED BY THE CITY



SITE PLAN
1/8" = 1'-0"

No.	Description	Date
B	Revisions to update plans to match existing foundation conditions discovered on site (steel, footing, column layouts)	Date 2

Modern Movers

1205 1ST ST. INDIAN ROCKS BEACH, FL 33785

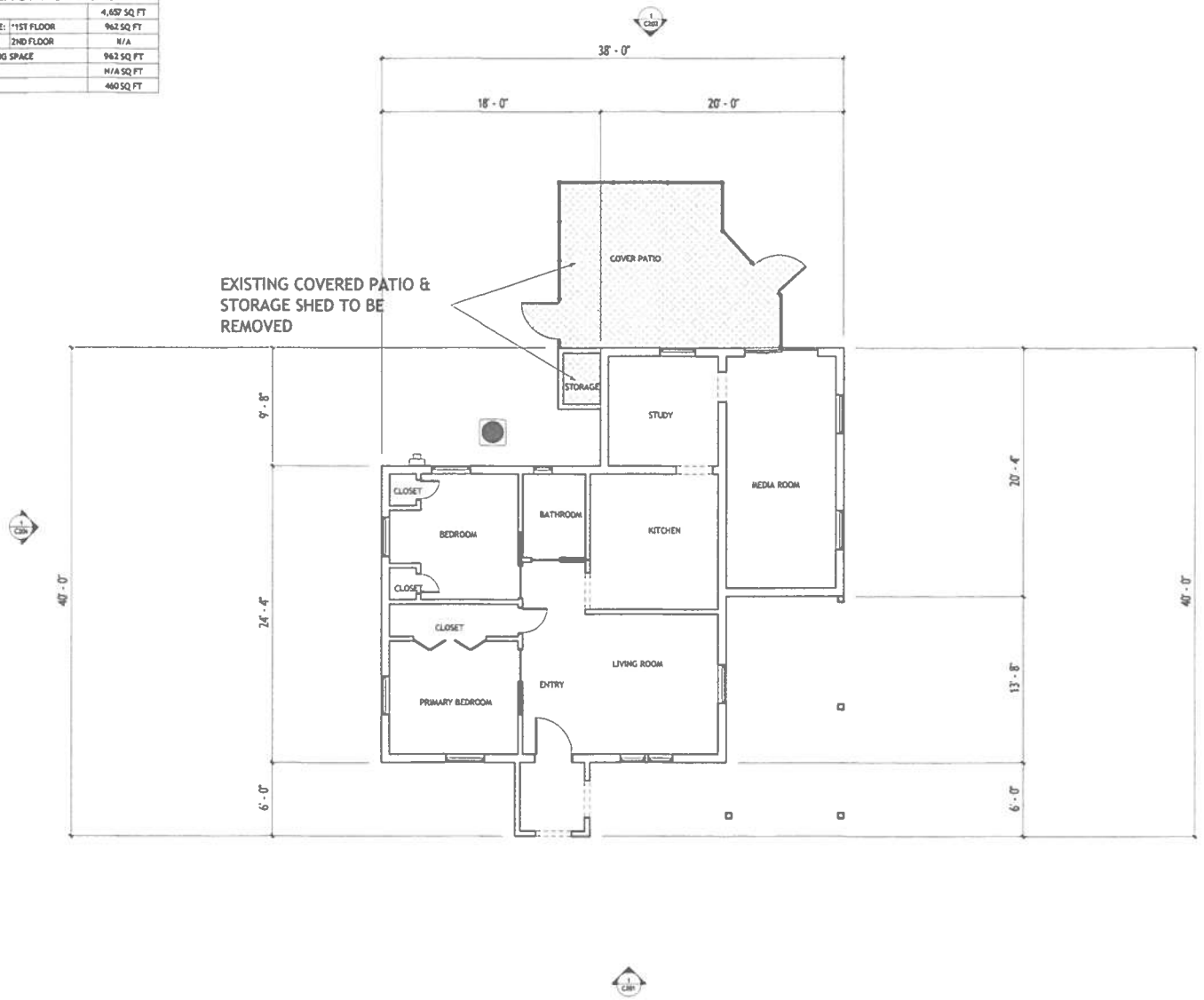
SITE PLAN

Project Number	2026.006
Date	07/20/2026
Drawn By	DRH
Checked By	RCB

C001

Scale 1/8" = 1'-0"

EXISTING AREAS		
LOT AREA		4,657 SQ FT
LIVING SPACE:	1ST FLOOR	962 SQ FT
	2ND FLOOR	N/A
TOTAL LIVING SPACE		962 SQ FT
*GARAGE		N/A SQ FT
*PORCHES		460 SQ FT



PRELIMINARY DRAWINGS FOR REVIEW OR PRE-APPROVAL ONLY.

THESE DRAWINGS ARE NOT INTERNED FOR CONSTRUCTION.

No.	Description	Date

Modern Movers

1205 1ST ST. INDIAN ROCKS BEACH, FL 33785

EXISTING 1ST FLOOR PLAN

Project Number	2026.006
Date	07/20/2026
Drawn By	?
Checked By	RCB

C101

Scale 1/4" = 1'-0"

LEGEND

BREAKAWAY CMU WALL

STRUCTURAL CMU WALL

16" X 16" CMU BLOCK COLUMN

CONSTRUCTION NOTES:

1. ALL PROPOSED NEW WINDOWS & DOOR TO BE PROVIDED AND INSTALLED BY HOMEOWNER SEPARATELY. WINDOW & DOOR OPENINGS MAY VARY DUE TO MANUFACTURER. VERIFY ALL MASONRY/FRAME OPENINGS WITH MANUFACTURERS SPECS. WINDOW & DOOR MANUFACTURER SPECIFICATIONS TAKE PRECEDENT OVER THE PLAN DIMENSIONS.

PLUMBING NOTES:

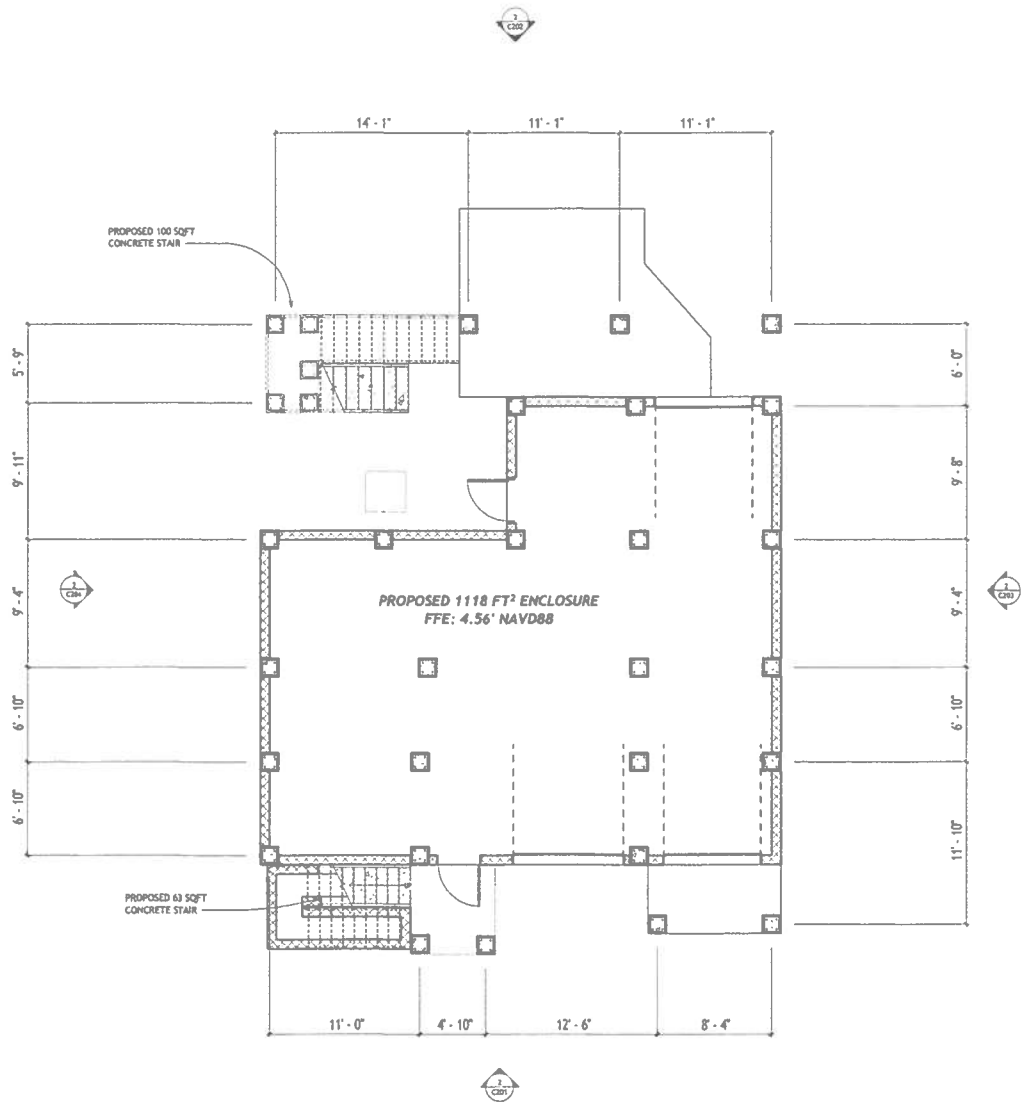
1. NEW 4" SANITARY SEWER WASTE PIPE SHALL BE INSTALLED AND BROUGHT UP TO CODE BENEATH EXISTING CONCRETE SLAB TO BE ELEVATED.
2. METAL HANGERS TO BE INSTALLED EVERY 48 INCHES BENEATH SLAB.
3. HOT AND COLD WATER SUPPLY IS EXISTING WITHIN THE HOUSE AND SHALL REMAIN IN PLACE.
4. VENT PIPING IS EXISTING WITHIN THE HOUSE AND SHALL REMAIN IN PLACE. NEW WASTE TO TIE INTO VENTS AND BE CODE COMPLIANT.
5. NO "T" CONNECTIONS TO BE USED, ONLY "Y"s AND LONG-SWEEP 90°s.
6. INSTALL NEW CLEAN OUT ANDCONNECT TO EXISTING WASTE MAIN.
7. ALL NEW SEWER SERVICE LINES TO BE DIRECTED TOWARD THE STREET TO BE CONNECT TO EXISTING PUBLIC SEWER LINES

ELECTRICAL NOTES:

1. IF APPLICABLE, THE PROPOSED FIRST FLOOR ENCLOSURE IS TO BE IN FULL COMPLIANCE WITH ELECTRICAL OUTLETS, LIGHTING, AND COMPONENTS PER 2701.1 AND NFPA 70 PRIOR TO OCCUPANCY.
2. ELECTRICAL PLANS ARE TO BE DESIGNED BY OTHERS.
3. LIGHT TO BE OUTSIDE EXTERIOR DOOR PER 2023 FBD RESIDENTIAL 8TH ED. CHAPTER 34, E334101.1 AND (2020 NEC 210.70(A)(2)(2))

FEMA NOTES:

1. BUILDING MATERIALS AND INSTALLATION METHODS USED FOR FLOORING AND INTERIOR AND EXTERIOR WALLS AND WALL COVERINGS BELOW THE FLOOD ELEVATION REQUIRED SHALL BE FLOOD DAMAGE-RESISTANT MATERIALS THAT CONFORM TO THE PROVISIONS OF FEMA TECHNICAL BULLETIN 2.
2. EITHER BREAKAWAY OR PILE SUPPORTED STAIR ARE TO COMPLY WITH FEMA TECHNICAL BULLETIN 5 (SECTION 6) AND R322.3.7.



1 PROPOSED 1ST FLOOR PLAN
1/4" = 1'-0"

No.	Description	Date

Modern Movers

1205 1ST ST. INDIAN ROCKS BEACH, FL 33785

PROPOSED 1ST FLOOR PLAN

Project Number	2026.006
Date	07/20/2026
Drawn By	DRH
Checked By	RCB

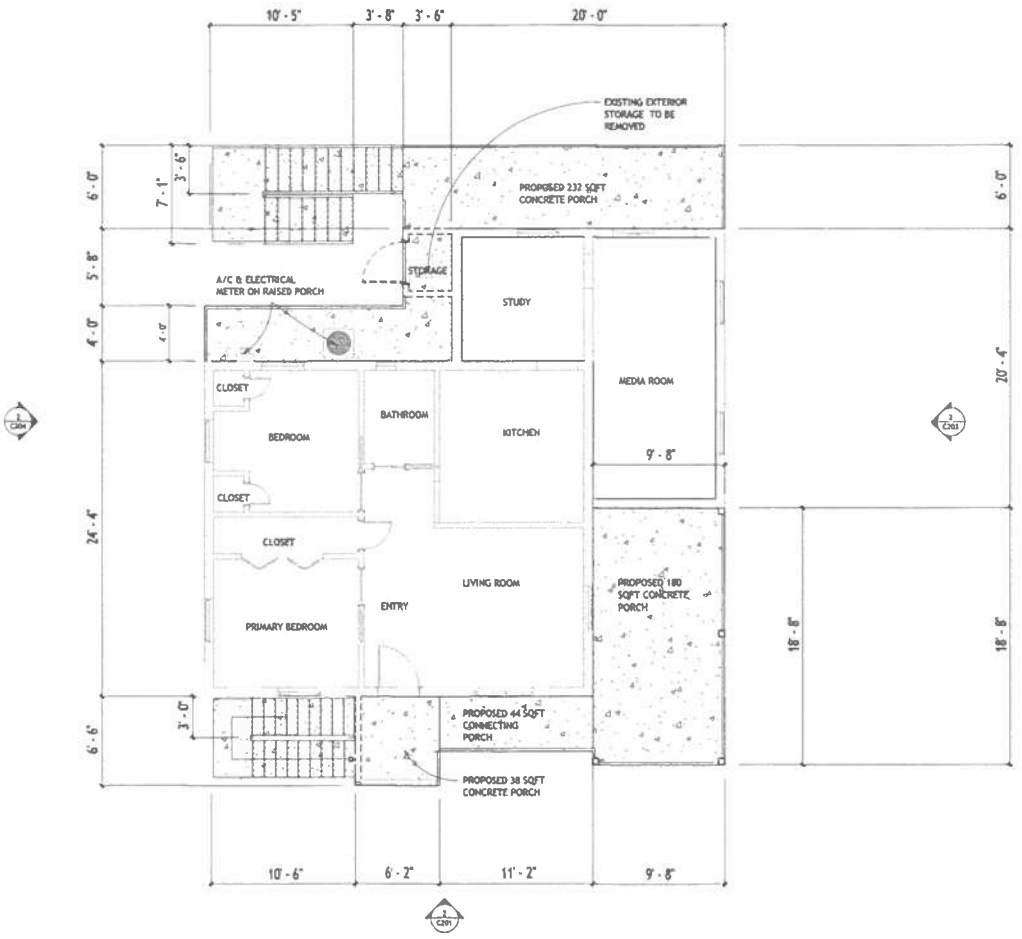
C102

Scale 1/4" = 1'-0"

PROPOSED FLOOR AREAS		
LOT AREA		4,657 FT²
LIVING SPACE	2ND FLOOR	982 FT²
	3RD FLOOR	N/A
TOTAL LIVING SPACE		982 FT²
STORAGE AREA	1ST FLOOR	982 FT²
	2ND FLOOR	N/A
TOTAL STORAGE AREA		982 FT²
PORCH AREA	2ND FLOOR	167 FT²
	3RD FLOOR	N/A
TOTAL PORCH AREA		167 FT²

NOTE:

1. ALL PROPOSED NEW WINDOWS & DOOR TO BE PROVIDED AND INSTALLED BY HOMEOWNER SEPARATELY. WINDOW & DOOR OPENINGS MAY VARY DUE TO MANUFACTURER. VERIFY ALL MASONRY/FRAME OPENINGS WITH MANUFACTURERS SPECS. WINDOW & DOOR MANUFACTURER SPECIFICATIONS TAKE PRECEDENT OVER THE PLAN DIMENSIONS.



1 PROPOSED 2ND FLOOR PLAN
1/4" = 1'-0"

No.	Description	Date

Modern Movers

1205 1ST ST. INDIAN ROCKS BEACH, FL 33785

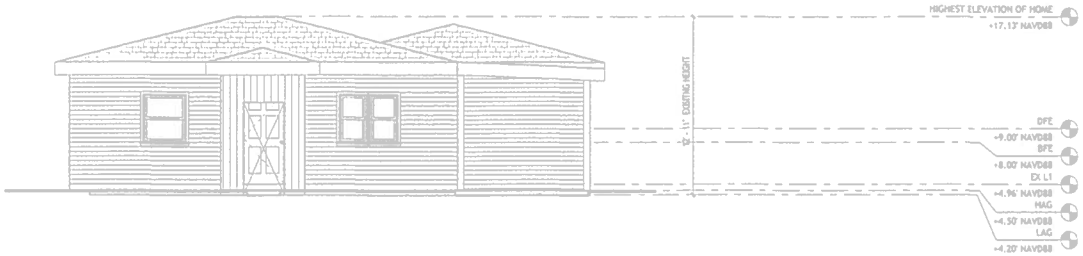
PROPOSED 2ND FLOOR PLAN

Project Number	2026.006
Date	07/20/2026
Drawn By	DRH
Checked By	RCB

C103

Scale 1/4" = 1'-0"

LEGEND	
ABBREVIATION	MEANING
A/C	AIR CONDITIONING UNIT
BFE	BASE FLOOD ELEVATION
DFE	DESIGN FLOOD ELEVATION
EX	EXISTING FLOOR LEVEL
HAG	HIGHEST ADJACENT GRADE
LAG	LOWEST ADJACENT GRADE
LHSM	LOWEST HORIZONTAL STRUCTURAL MEMBER
NHF	NEXT HIGHER FLOOR
PROP	PROPOSED FLOOR LEVEL



1 EXISTING FRONT ELEVATION1
1/4" = 1'-0"

NOTE:
ALL PROPOSED WINDOWS & DOOR TO BE PROVIDED & INSTALLED BY HOMEOWNER SEPARATELY. WINDOW & DOOR OPENINGS MAY VARY DUE TO MANUFACTURER. VERIFY ALL MASONRY/FRAME OPENINGS WITH MANUFACTURER'S SPECS. WINDOW & DOOR MANUFACTURER SPECIFICATIONS TAKE PRECEDENT OVER THE PLAN DIMENSIONS. ALL WINDOWS ARE TO BE IMPACT RATED



2 PROPOSED FRONT ELEVATION
1/4" = 1'-0"

No.	Description	Date

Modern Movers

1205 1ST ST. INDIAN ROCKS BEACH, FL 33785

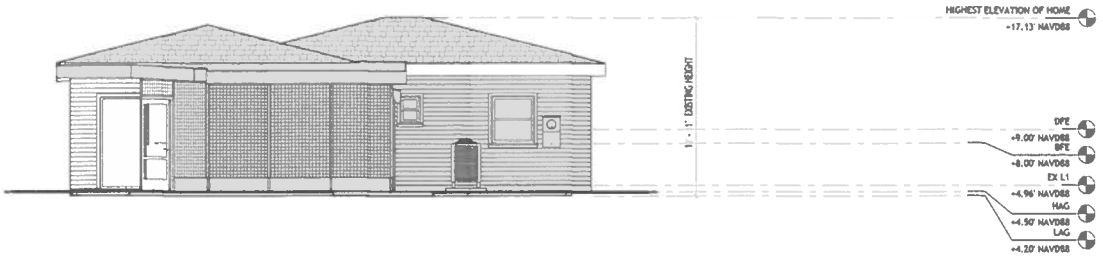
FRONT ELEVATION

Project Number	2026.006
Date	07/20/2026
Drawn By	DRH
Checked By	RCB

C201

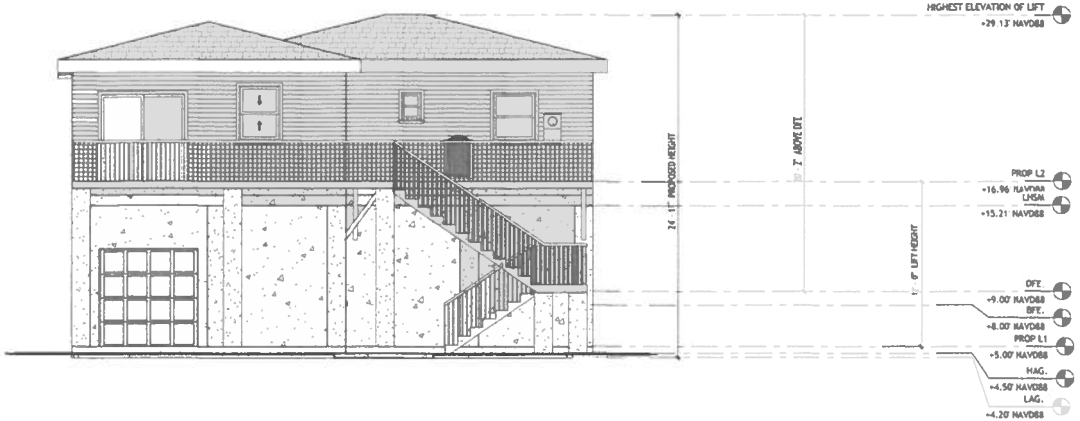
Scale 1/4" = 1'-0"

LEGEND	
ABBREVIATION	MEANING
A/C	AIR CONDITIONING UNIT
BFE	BASE FLOOD ELEVATION
DFE	DESIGN FLOOD ELEVATION
EX	EXISTING FLOOR LEVEL
HAG	HIGHEST ADJACENT GRADE
LAG	LOWEST ADJACENT GRADE
LHSM	LOWEST HORIZONTAL STRUCTURAL MEMBER
NHF	NEXT HIGHER FLOOR
PROP	PROPOSED FLOOR LEVEL



1 EXISTING REAR ELEVATION1
1/4" = 1'-0"

NOTE:
ALL PROPOSED WINDOWS & DOOR TO BE PROVIDED & INSTALLED BY HOMEOWNER SEPARATELY
WINDOW & DOOR OPENINGS MAY VARY DUE TO MANUFACTURER. VERIFY ALL MASONRY/FRAME OPENINGS WITH MANUFACTURER'S SPECS. WINDOW & DOOR MANUFACTURER SPECIFICATIONS TAKE PRECEDENT OVER THE PLAN DIMENSIONS. ALL WINDOWS ARE TO BE IMPACT RATED



2 PROPOSED REAR ELEVATION
1/4" = 1'-0"

No.	Description	Date

Modern Movers

1205 1ST ST. INDIAN ROCKS BEACH, FL 33785

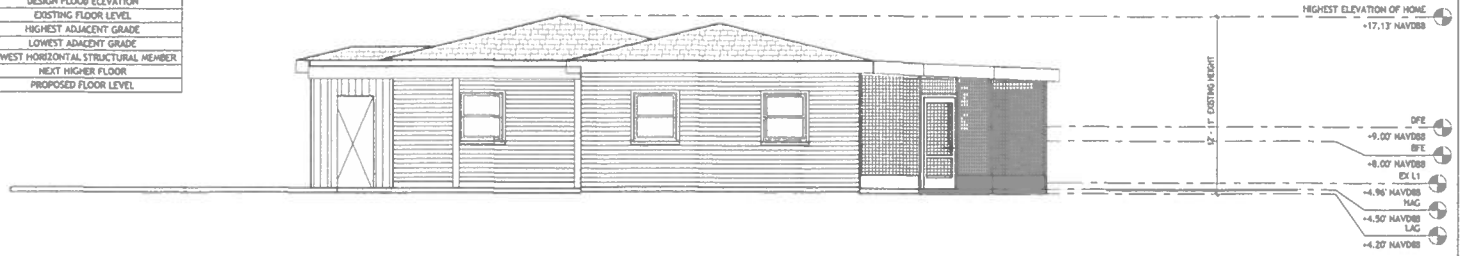
REAR ELEVATION

Project Number	2026.006
Date	07/20/2026
Drawn By	DRH
Checked By	RCB

C202

Scale 1/4" = 1'-0"

LEGEND	
ABBREVIATION	MEANING
A/C	AIR CONDITIONING UNIT
BFE	BASE FLOOD ELEVATION
DFE	DESIGN FLOOD ELEVATION
EX	EXISTING FLOOR LEVEL
HAG	HIGHEST ADJACENT GRADE
LAG	LOWEST ADJACENT GRADE
LHSM	LOWEST HORIZONTAL STRUCTURAL MEMBER
NHF	NEXT HIGHER FLOOR
PROP	PROPOSED FLOOR LEVEL



1 EXISTING RIGHT ELEVATION1
1/4" = 1'-0"

NOTE:
ALL PROPOSED WINDOWS & DOOR TO BE PROVIDED & INSTALLED BY HOMEOWNER SEPARATELY. WINDOW & DOOR OPENINGS MAY VARY DUE TO MANUFACTURER. VERIFY ALL MASONRY/FRAME OPENINGS WITH MANUFACTURERS SPECS. WINDOW & DOOR MANUFACTURER SPECIFICATIONS TAKE PRECEDENT OVER THE PLAN DIMENSIONS. ALL WINDOWS ARE TO BE IMPACT RATED



2 PROPOSED RIGHT ELEVATION
1/4" = 1'-0"

No.	Description	Date

Modern Movers

1205 1ST ST. INDIAN ROCKS BEACH, FL 33785

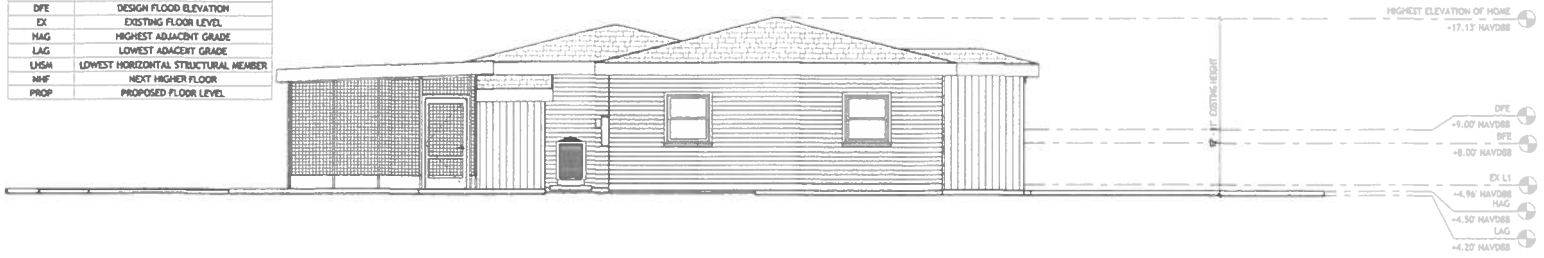
RIGHT ELEVATION

Project Number	2026.006
Date	07/20/2026
Drawn By	DRH
Checked By	RCB

C203

Scale 1/4" = 1'-0"

LEGEND	
ABBREVIATION	MEANING
A/C	AIR CONDITIONING UNIT
BFE	BASE FLOOD ELEVATION
DFE	DESIGN FLOOD ELEVATION
EX	EXISTING FLOOR LEVEL
HAG	HIGHEST ADJACENT GRADE
LAG	LOWEST ADJACENT GRADE
LHSM	LOWEST HORIZONTAL STRUCTURAL MEMBER
NHF	NEXT HIGHER FLOOR
PROP	PROPOSED FLOOR LEVEL



1 EXISTING LEFT ELEVATION
1/4" = 1'-0"

NOTE:
ALL PROPOSED WINDOWS & DOOR TO BE PROVIDED & INSTALLED BY HOMEOWNER SEPARATELY. WINDOW & DOOR OPENINGS MAY VARY DUE TO MANUFACTURER. VERIFY ALL MASONRY/FRAME OPENINGS WITH MANUFACTURER'S SPECS. WINDOW & DOOR MANUFACTURER SPECIFICATIONS TAKE PRECEDENT OVER THE PLAN DIMENSIONS. ALL WINDOWS ARE TO BE IMPACT RATED



2 PROPOSED LEFT ELEVATION
1/4" = 1'-0"

RBA

No.	Description	Date

Modern Movers

1205 1ST ST. INDIAN ROCKS BEACH, FL 33785

LEFT ELEVATION

Project Number	2026.006
Date	07/20/2026
Drawn By	DRH
Checked By	RCB

C204

Scale 1/4" = 1'-0"

U.S. DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
National Flood Insurance Program

OMB Control No. 1660-0008
Expiration Date: 06/30/2026

FL2602.3326EC

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

SECTION A – PROPERTY INFORMATION

FOR INSURANCE COMPANY USE

Policy Number:

Company NAIC Number:

A1. Building Owner's Name: LOIS A EARLY, TRE; JAMES GARLAND EARLY LIVING TRUST

A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:
1205 1ST STREET

City: INDIAN ROCKS BEACH State: FLORIDA ZIP Code: 33785

A3. Property Description (e.g., Lot and Block Numbers or Legal Description) and/or Tax Parcel Number:
TAX ID: 01-30-14-42048-081-0150

A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.): RESIDENTIAL

A5. Latitude/Longitude: Lat. 27 53 42.79 N Long. 082 50 47.48 W Horizontal Datum: ☐ NAD 1927 ☒ NAD 1983 ☐ WGS 84

A6. Attach at least two and when possible four clear color photographs (one for each side) of the building (see Form pages 7 and 8).

A7. Building Diagram Number: 1A

A8. For a building with a crawlspace or enclosure(s):

a) Square footage of crawlspace or enclosure(s): N/A sq. ft.

b) Is there at least one permanent flood opening on two different sides of each enclosed area? ☐ Yes ☐ No ☒ N/A

c) Enter number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade:
Non-engineered flood openings: N/A Engineered flood openings: N/A

d) Total net open area of non-engineered flood openings in A8.c: N/A sq. in.

e) Total rated area of engineered flood openings in A8.c (attach documentation – see Instructions): N/A sq. ft.

f) Sum of A8.d and A8.e rated area (if applicable – see Instructions): N/A sq. ft.

A9. For a building with an attached garage:

a) Square footage of attached garage: N/A sq. ft.

b) Is there at least one permanent flood opening on two different sides of the attached garage? ☐ Yes ☐ No ☒ N/A

c) Enter number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade:
Non-engineered flood openings: N/A Engineered flood openings: N/A

d) Total net open area of non-engineered flood openings in A9.c: N/A sq. in.

e) Total rated area of engineered flood openings in A9.c (attach documentation – see Instructions): N/A sq. ft.

f) Sum of A9.d and A9.e rated area (if applicable – see Instructions): N/A sq. ft.

SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1.a. NFIP Community Name: THE CITY OF INDIAN ROCKS BEACH B1.b. NFIP Community Identification Number: 125117

B2. County Name: PINELLAS B3. State: FLORIDA B4. Map/Panel No.: 12103C - 0113 B5. Suffix: H

B6. FIRM Index Date: 8/24/2021 B7. FIRM Panel Effective/Revised Date: 08/24/21

B8. Flood Zone(s): AE B9. Base Flood Elevation(s) (BFE) (Zone AO, use Base Flood Depth): 8

B10. Indicate the source of the BFE data or Base Flood Depth entered in Item B9:
☐ FIS ☒ FIRM ☐ Community Determined ☐ Other:

B11. Indicate elevation datum used for BFE in Item B9: ☐ NGVD 1929 ☒ NAVD 1988 ☐ Other/Source:

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☒ No
Designation Date: N/A ☐ CBRS ☐ OPA

B13. Is the building located seaward of the Limit of Moderate Wave Action (LiMWA)? ☐ Yes ☒ No

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

FL2602.3326EC

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: 1205 1ST STREET

City: INDIAN ROCKS BEACH State: FLORIDA ZIP Code: 33785

FOR INSURANCE COMPANY USE

Policy Number:

Company NAIC Number:

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☐ Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations – Zones A1–A30, AE, AH, AO, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO, A99. Complete Items C2.a–h below according to the Building Diagram specified in Item A7. In Puerto Rico only, enter meters.

Benchmark Utilized: HALL J ; AG0560 ; 4.36 Vertical Datum: NAV88

Indicate elevation datum used for the elevations in items a) through h) below.
☐ NGVD 1929 ☒ NAVD 1988 ☐ Other:

Datum used for building elevations must be the same as that used for the BFE. Conversion factor used? ☐ Yes ☒ No
If Yes, describe the source of the conversion factor in the Section D Comments area.

		Check the measurement used:
a) Top of bottom floor (including basement, crawlspace, or enclosure floor):	4.96	☒ feet ☐ meters
b) Top of the next higher floor (see Instructions):	N/A	☒ feet ☐ meters
c) Bottom of the lowest horizontal structural member (see Instructions):	N/A	☒ feet ☐ meters
d) Attached garage (top of slab):	4.63	☒ feet ☐ meters
e) Lowest elevation of Machinery and Equipment (M&E) servicing the building (describe type of M&E and location in Section D Comments area):	4.76	☒ feet ☐ meters
f) Lowest Adjacent Grade (LAG) next to building: ☐ Natural ☒ Finished	4.2	☒ feet ☐ meters
g) Highest Adjacent Grade (HAG) next to building: ☐ Natural ☒ Finished	4.5	☒ feet ☐ meters
h) Finished LAG at lowest elevation of attached deck or stairs, including structural support:	N/A	☒ feet ☐ meters

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by state law to certify elevation information. *I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.*

Were latitude and longitude in Section A provided by a licensed land surveyor? ☒ Yes ☐ No

☐ Check here if attachments and describe in the Comments area.

Certifier's Name: C BOYD ALLEN License Number: 3932

Title: PROFESSIONAL SURVEYOR AND MAPPER

Company Name: EXACTA LAND SURVEYORS, LLC C Boyd Allen

Digitally signed by C Boyd Allen
Date: 2026.02.26 13:19:48 -05'00'

Address: 131 WEST BROADWAY STREET, SUITE 1001

City: OVIEDO State: FL ZIP Code: 32765

Signature: C Boyd Allen Date: 2/26/2026

Telephone: P: (866)735-1916 Ext.: Email:

C. BOYD ALLEN
CERTIFICATE No 3932
STATE OF FLORIDA
REGISTERED LAND SURVEYOR

C. BOYD ALLEN
State of Florida Professional Surveyor and Mapper
License Number 3932
Exacta Land Surveyors, LLC | LB# 8291

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments (including source of conversion factor in C2; type of equipment and location per C2.e; and description of any attachments):

LATITUDE & LONGITUDE ESTABLISHED BY GPS
NOTE: C2.E = AC UNIT PAD, E SIDE.

CENTERLINE ROAD ELEVATION: 3.97

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

FL2602.3326EC

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:
1205 1ST STREET

City: INDIAN ROCKS BEACH State: FLORIDA ZIP Code: 33785

FOR INSURANCE COMPANY USE

Policy Number: _____

Company NAIC Number: _____

SECTION E – BUILDING MEASUREMENT INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO, ZONE AR/AO, AND ZONE A (WITHOUT BFE)

For Zones AO, AR/AO, and A (without BFE), complete Items E1–E5. For Items E1–E4, use natural grade, if available. If the Certificate is intended to support a Letter of Map Change request, complete Sections A, B, and C. Check the measurement used. In Puerto Rico only, enter meters.

Building measurements are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☐ Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

E1. Provide measurements (C.2.a in applicable Building Diagram) for the following and check the appropriate boxes to show whether the measurement is above or below the natural HAG and the LAG.

a) Top of bottom floor (including basement, crawlspace, or enclosure) is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

b) Top of bottom floor (including basement, crawlspace, or enclosure) is: _____ ☐ feet ☐ meters ☐ above or ☐ below the LAG.

E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 1–2 of Instructions), the next higher floor (C2.b in applicable Building Diagram) of the building is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E3. *Attached garage (top of slab) is:* _____ ☐ *feet* ☐ *meters* ☐ *above or* ☐ *below the HAG.*

E4. Top of platform of machinery and/or equipment servicing the building is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without BFE) or Zone AO must sign here. *The statements in Sections A, B, and E are correct to the best of my knowledge*

☐ Check here if attachments and describe in the Comments area.

Property Owner or Owner's Authorized Representative Name: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Signature: _____ Date: _____

Telephone: _____ Ext.: _____ Email: _____

Comments:

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

FL2602.3326EC

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:
1205 1ST STREET

City: INDIAN ROCKS BEACH State: FLORIDA ZIP Code: 33785

FOR INSURANCE COMPANY USE

Policy Number: _____

Company NAIC Number: _____

SECTION G – COMMUNITY INFORMATION (RECOMMENDED FOR COMMUNITY OFFICIAL COMPLETION)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Section A, B, C, E, G, or H of this Elevation Certificate. Complete the applicable item(s) and sign below when:

G1. ☐ The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by state law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)

G2.a. ☐ A local official completed Section E for a building located in Zone A (without a BFE), Zone AO, or Zone AR/AO, or when item E5 is completed for a building located in Zone AO.

G2.b. ☐ A local official completed Section H for insurance purposes.

G3. ☐ In the Comments area of Section G, the local official describes specific corrections to the information in Sections A, B, E and H.

G4. ☐ The following information (Items G5–G11) is provided for community floodplain management purposes.

G5. Permit Number: _____ G6. Date Permit Issued: _____

G7. Date Certificate of Compliance/Occupancy Issued: _____

G8. This permit has been issued for: ☐ New Construction ☐ Substantial Improvement

G9.a. *Elevation of as-built lowest floor (including basement) of the building:* _____ ☐ feet ☐ meters Datum: _____

G9.b. Elevation of bottom of as-built lowest horizontal structural member: _____ ☐ feet ☐ meters Datum: _____

G10.a. BFE (or depth in Zone AO) of flooding at the building site: _____ ☐ feet ☐ meters Datum: _____

G10.b. Community's minimum elevation (or depth in Zone AO) requirement for the lowest floor or lowest horizontal structural member: _____ ☐ feet ☐ meters Datum: _____

G11. Variance issued? ☐ Yes ☐ No If yes, attach documentation and describe in the Comments area.

The local official who provides information in Section G must sign here. *I have completed the information in Section G and certify that it is correct to the best of my knowledge. If applicable, I have also provided specific corrections in the Comments area of this section.*

Local Official's Name: _____ Title: _____

NFIP Community Name: _____

Telephone: _____ Ext.: _____ Email: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Signature: _____ Date: _____

Comments (including type of equipment and location, per C2.e; description of any attachments; and corrections to specific information in Sections A, B, D, E, or H):

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11 FL2602.3326EC

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:	**FOR INSURANCE COMPANY USE**
1205 1ST STREET	Policy Number:
City: INDIAN ROCKS BEACH State: FLORIDA ZIP Code: 33785	Company NAIC Number:

SECTION H – BUILDING'S FIRST FLOOR HEIGHT INFORMATION FOR ALL ZONES (SURVEY NOT REQUIRED) (FOR INSURANCE PURPOSES ONLY)

The property owner, owner's authorized representative, or local floodplain management official may complete Section H for all flood zones to determine the building's first floor height for insurance purposes. Sections A, B, and I must also be completed. Enter heights to the nearest tenth of a foot (nearest tenth of a meter in Puerto Rico). ***Reference the Foundation Type Diagrams (at the end of Section H Instructions) and the appropriate Building Diagrams (at the end of Section I Instructions) to complete this section.***

H1. Provide the height of the top of the floor (as indicated in Foundation Type Diagrams) above the Lowest Adjacent Grade (LAG):

a) **For Building Diagrams 1A, 1B, 3, and 5–8.** Top of bottom floor (include above-grade floors only for buildings with crawlspaces or enclosure floors) is: _____ ☐ feet ☐ meters ☐ above the LAG

b) **For Building Diagrams 2A, 2B, 4, and 6–9.** Top of next higher floor (i.e., the floor above basement, crawlspace, or enclosure floor) is: _____ ☐ feet ☐ meters ☐ above the LAG

H2. Is **all** Machinery and Equipment servicing the building (as listed in Item H2 instructions) elevated to or above the floor indicated by the H2 arrow (shown in the Foundation Type Diagrams at end of Section H instructions) for the appropriate Building Diagram?

☐ Yes ☐ No

SECTION I – PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and H must sign here. *The statements in Sections A, B, and H are correct to the best of my knowledge.* **Note:** If the local floodplain management official completed Section H, they should indicate in Item G2.b and sign Section G.

☐ Check here if attachments are provided (including required photos) and describe each attachment in the Comments area.

Property Owner or Owner's Authorized Representative Name: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Signature: _____ Date: _____

Telephone: Ext.: _____ *Email:* _____

Comments:

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

BUILDING PHOTOGRAPHS

See Instructions for Item A6.

FL2602.3326EC

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:
1205 1ST STREET

City: INDIAN ROCKS BEACH State: FLORIDA ZIP Code: 33785

FOR INSURANCE COMPANY USE

Policy Number: _____

Company NAIC Number: _____

Instructions: Insert below at least two and when possible four photographs showing each side of the building (for example, may only be able to take front and back pictures of townhouses/rowhouses). Identify all photographs with the date taken and "Front View," "Rear View," "Right Side View," or "Left Side View." Photographs must show the foundation. When flood openings are present, include at least one close-up photograph of representative flood openings or vents, as indicated in Sections A8 and A9.

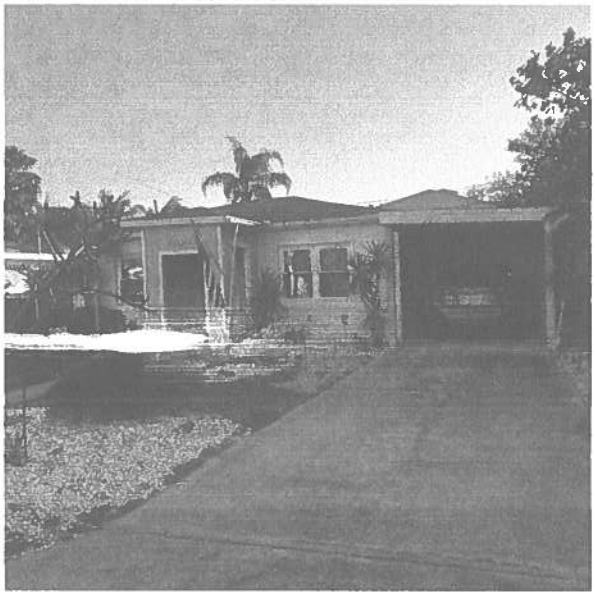


Photo One

Photo One Caption: Front View 02/24/2026



Photo Two

Photo Two Caption: Rear View 02/24/2026

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

BUILDING PHOTOGRAPHS

Continuation Page

FL2602.3326EC

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:
1205 1ST STREET

City: INDIAN ROCKS BEACH State: FLORIDA ZIP Code: 33785

FOR INSURANCE COMPANY USE

Policy Number:

Company NAIC Number:

Insert the third and fourth photographs below. Identify all photographs with the date taken and "Front View," "Rear View," "Right Side View," or "Left Side View." When flood openings are present, include at least one close-up photograph of representative flood openings or vents, as indicated in Sections A8 and A9.

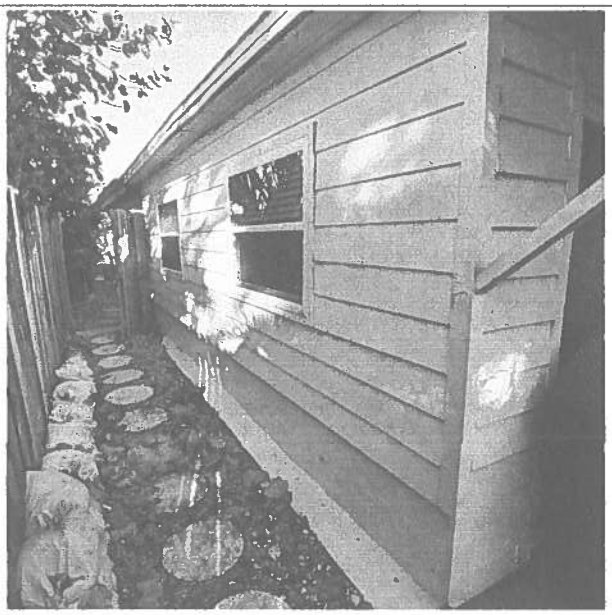


Photo Three

Photo Three Caption: Right Side View 02/24/2026

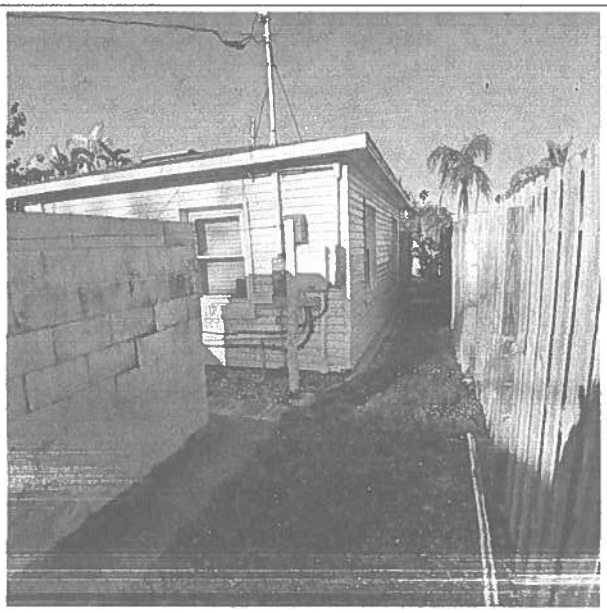


Photo Four

Photo Four Caption: Left Side View 02/24/2026

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

BUILDING PHOTOGRAPHS

See Instructions for Item A6.

FL2602.3326EC

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:
1205 1ST STREET

City: INDIAN ROCKS BEACH State: FLORIDA ZIP Code: 33785

FOR INSURANCE COMPANY USE

Policy Number:

Company NAIC Number:

Instructions: Insert below at least two and when possible four photographs showing each side of the building (for example, may only be able to take front and back pictures of townhouses/rowhouses). Identify all photographs with the date taken and "Front View," "Rear View," "Right Side View," or "Left Side View." Photographs must show the foundation. When flood openings are present, include at least one close-up photograph of representative flood openings or vents, as indicated in Sections A8 and A9.



Photo Five

Photo Five Caption: AC

Photo Six

Photo Six Caption:

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

BUILDING PHOTOGRAPHS

See Instructions for Item A6.

FL2602.3326EC

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:
1205 1ST STREET

City: INDIAN ROCKS BEACH State: FLORIDA ZIP Code: 33785

FOR INSURANCE COMPANY USE

Policy Number:

Company NAIC Number:

Instructions: Insert below at least two and when possible four photographs showing each side of the building (for example, may only be able to take front and back pictures of townhouses/rowhouses). Identify all photographs with the date taken and "Front View," "Rear View," "Right Side View," or "Left Side View." Photographs must show the foundation. When flood openings are present, include at least one close-up photograph of representative flood openings or vents, as indicated in Sections A8 and A9.

Photo Seven

Photo Seven Caption:

Photo Eight

Photo Eight Caption:

CITY OF INDIAN ROCKS BEACH
PLANNING DETAIL

Planning Information

Planning No:	202300163	**Property No:**	468	**Address:**	EARLY, JR, JAMES G & LOIS A 1205 1ST ST INDIAN ROCKS BEACH, FL 337852801
Type:	Variance- Existing noncomforn	**Review Type:**	Parallel		
Date Granted:	00/00/0000	**Expiration Date:**	00/00/0000		
SetBack 1:		**SetBack 2:**			
SetBack 3:		**SetBack 4:**			
Property Use:		**Date Denied:**	00/00/0000		
Status:					
Description:					
Comments:					

REVIEWS

FEES

Fee Date	Type	Fee	Amount Paid	Date Paid
09/14/2026	Advertising fees	$100.00	$100.00	09/14/2026
09/14/2026	Variances-Other	$400.00	$400.00	09/14/2026
Total:		**$500.00**	**$500.00**	

From: Kornijtschuk, Lorin
To: "Patricia Dietiker"
Cc: Hetty Harmon
Subject: RE: BOA Case NO. 2026-05
Date: Tuesday, October 20, 2026 3:23:48 PM
Attachments: image001.png

Good afternoon,
Your email has been received.
Kind regards,
Lorin A. Kornijtschuk, CMC
City Clerk
1507 Bay Palm Boulevard
Indian Rocks Beach, FL. 33785
lorink@irbcity.com
(727)595-2517
Website:www.indian-rocks-beach.com



Transparency, Integrity & Professionalism
All government correspondence is subject to the public records law.

From: Patricia Dietiker <gulfside3@aol.com>
Sent: Tuesday, October 20, 2026 1:33 PM
To: Kornijtschuk, Lorin <lorink@irbcity.com>
Subject: BOA Case NO. 2026-05

> You don't often get email from gulfside3@aol.com. Learn why this is important

Thank you the notification regarding 1205 1st Street, Indian Rocks Beach, FL 33785. We live at 1206 Bay Palm Blvd. We have no objections to the proposed variance request.
We wish the homeowner well.

Karl & Patricia Dietiker

Sent from the all new AOL app for iOS

AGENDA ITEM NO. 6.3

PUBLIC HEARING

Approval of

BOA Case No. 2026-06

CITY OF INDIAN ROCKS BEACH
CITY COMMISSION AGENDA MEMORANDUM

MEETING OF: November 10, 2026 **AGENDA Item: 6.3**

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

AUTHORIZED BY: Ryan Henderson, City Manager

BOARD OF ADJUSTMENTS AND APPEALS: The board of adjustments and appeals recommended denial to the city commission by a vote of 5-0.

BOA CASE NO. 2026-06 – 451 20th Ave
Variance request from Sec.110-131 (f)(1) of the Code of Ordinances, of 4.1 feet inches into the required 25 foot front setback, resulting in a total front setback of 20.9 feet for the construction of a new home for property located at 451 20th Ave Indian Rocks Beach, Florida, and legally described as Lot 3, and East ½ of Lot 2, Eighth Addition to Re-Revised Indian Beach subdivision recorded in Plat Book 28 Page 89 of the Public Records of Pinellas County.
Property ID # 06-30-15-42174-000-0030

OWNER **LION TB CONSTRUCTION COMPANY INC**
LOCATION of PROPERTY: 451 20th Ave
ZONING: S- Single Family

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

BACKGROUND:

The applicant is requesting to encroach 4.1 feet inches into the 25 foot front yard setback to accommodate the new construction that was constructed. This was due to a discrepancy in the building plans.

The allowed front setback is 25ft feet, the final set of plans showed the 25ft setback from the house to the property line. The land development application that was submitted showed 20 ft front setback. It was changed to the 25ft setback when approved. Other parts of the plans showed 20ft however they were very difficult to read and the site plan dimensions are reviewed for the setbacks.

Sec. 2-152. - Variances.

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

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

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

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

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

The applicant's plans had a discrepancy in the front yard setback.

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

Granting the variance would confer special privileges to the applicant.

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

The approval of this variance request would not deprive other owners of use and enjoyment of their properties.

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

This is the minimum variance to allow the owner to continue the construction of the dwelling.

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

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

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

LEGAL NOTICE: A legal notice was published in the October 28,2026 -Edition, of the St. Pete Times Section of the Tampa Bay Times. For a public hearing that has been scheduled for November 10, 2026, for BOA Case No. 2026-06.

CORRESPONDENCE: 3 responses have been received opposing the variance and one is information on the status of the permit**.**

MOTION:

I move to **APPROVE/DENY BOA CASE NO. 2026-06 – 451 20th Ave** Variance request from Sec.110-131 (f)(1) of the Code of Ordinances, of 4.1 feet inches into the required 25 foot front setback, resulting in a total front setback of 20.9 feet for the construction of a new home for property located at 451 20th Ave Indian Rocks Beach, Florida, and legally described as Lot 3, and East ½ of Lot 2, Eighth Addition to Re-Revised Indian Beach subdivision recorded in Plat Book 28 Page 89 of the Public Records of Pinellas County.

451 20th Ave
BOA CASE NO. 2026-06

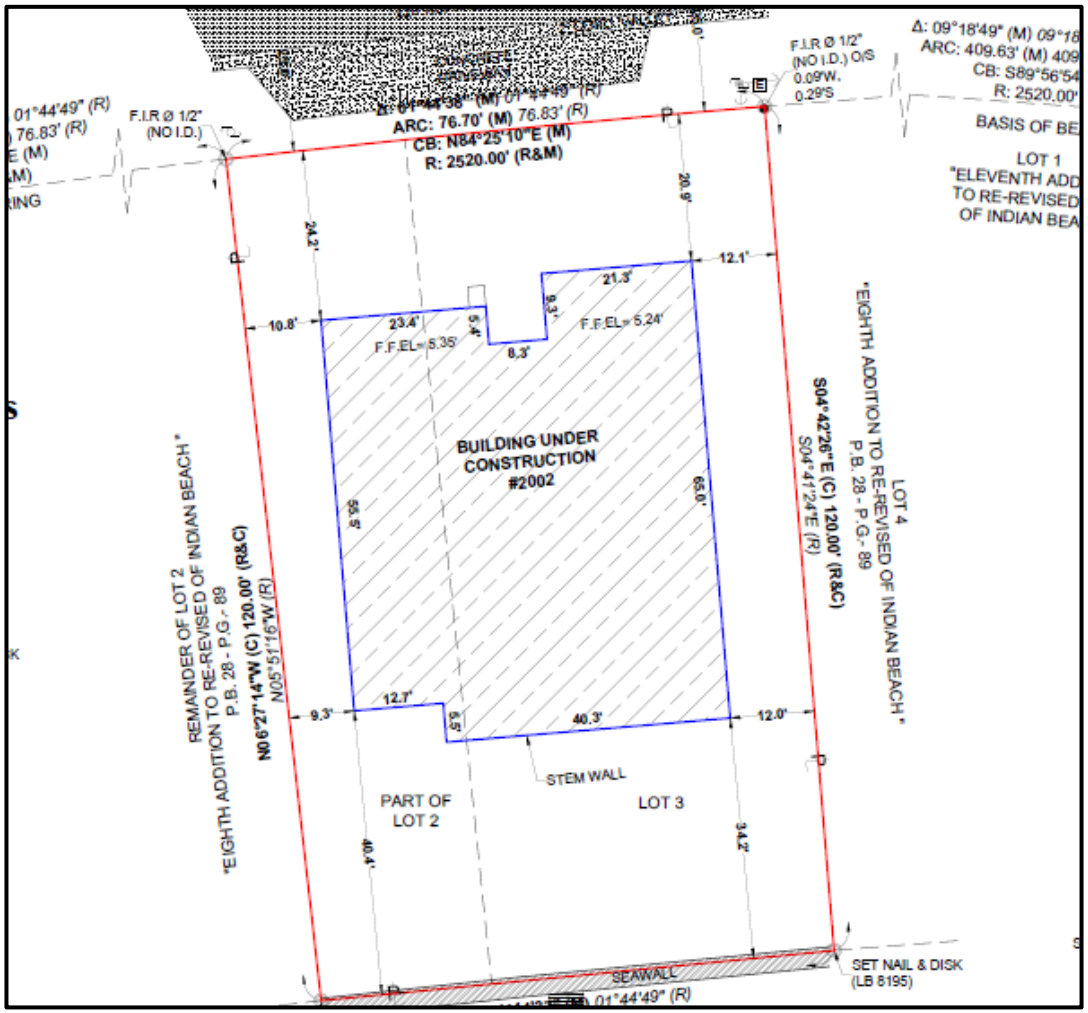
BOA CASE NO. 2026-06 – 451 20th Ave

Variance request from Sec.110-131 (f)(1) of the Code of Ordinances, of 4.1 feet inches into the required 25 foot front setback, resulting in a total front setback of 20.9 feet for the construction of a new home for property located at 451 20th Ave Indian Rocks Beach, Florida, and legally described as Lot 3, and East ½ of Lot 2, Eighth Addition to Re-Revised Indian Beach subdivision recorded in Plat Book 28 Page 89 of the Public Records of Pinellas County.

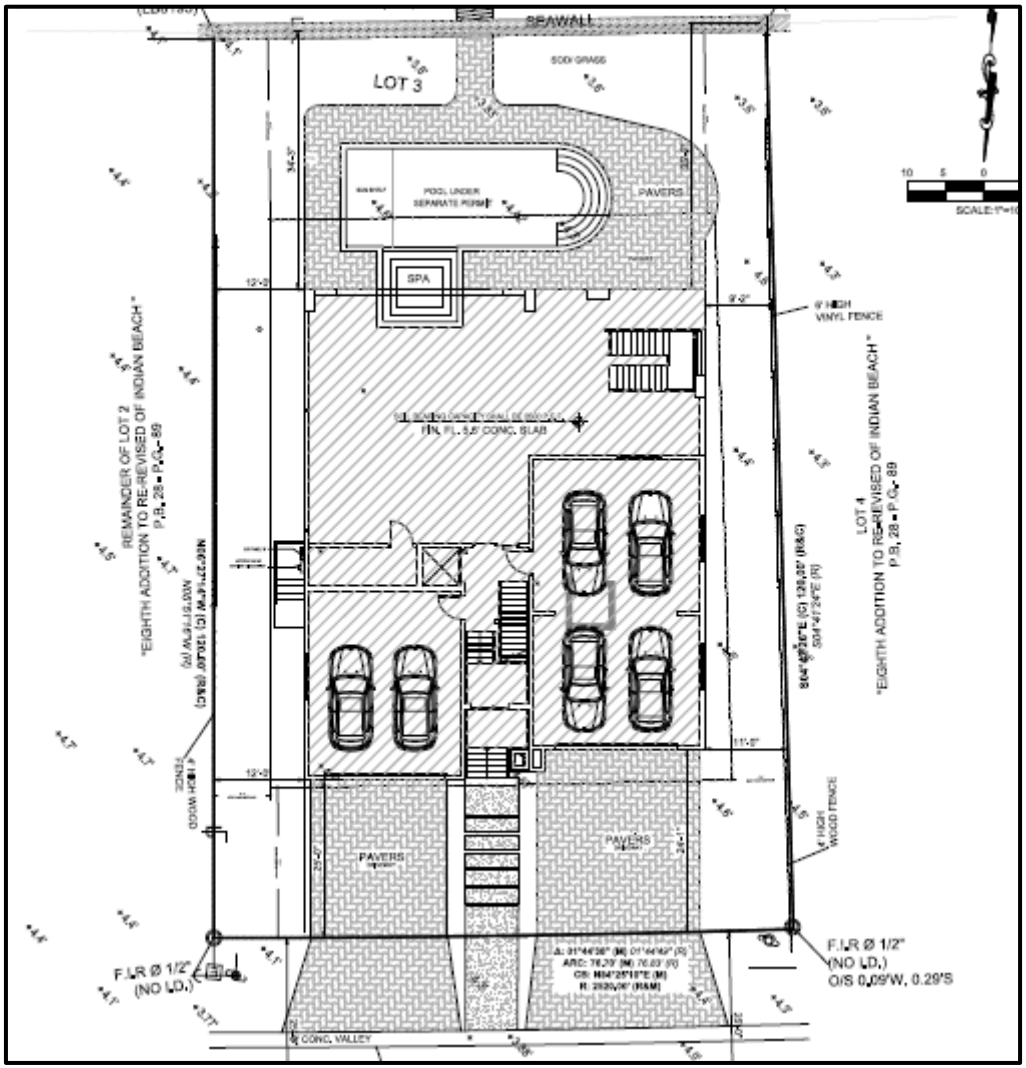
451 20th Ave


11
10
9
42210
AVENUE
75
110
74.7
66.2
51.2
76.8
76.8
92.4
61.2
61.4
25
26
1
2
3
4
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6
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48.7
73.1
73.1
42174

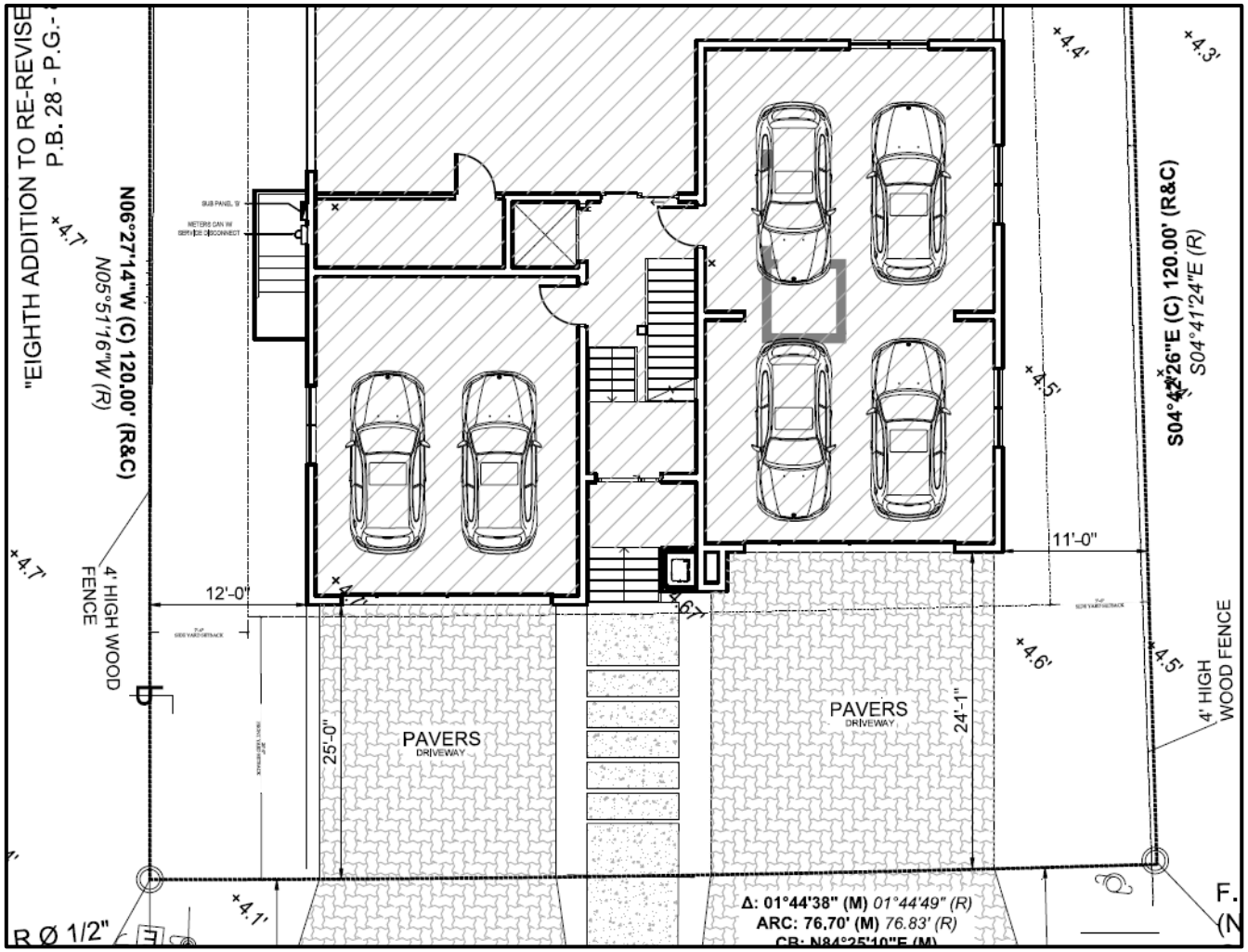
Tie –in Survey



Approved Site Plan



Approved Site Plan



Photos



Photos



APPLICATION FOR VARIANCE

CITY OF INDIAN ROCKS BEACH PLANNING AND ZONING

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

For Office Use Only | Application No. | Date Received

APPLICANT

Name:	Oleg Sandulyak
Address:	6720 E FOWLER AVE UNIT 158
City:	Tampa
Zip Code:	33617
Tel:	215-869-1762
Fax:	
Mobile:	
Email:	olek@cat1co.com

AGENT/REPRESENTATIVE

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

SITE DETAILS

Address:	451 20th Ave	Parcel ID:	06-30-15-42174-000-0030
City:	Indian Rocks Beach	Zip Code:	33785
Legal Description:	INDIAN BEACH RE-REVISED 8TH ADD LOT 3 & E 1/2 OF LOT 2 & RIP RTS		
Zoning:	Single Family (S)	Future Land Use:	Residential Urban
Size:	9,013 SF		

SITE DETAILS CONTINUED...

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

If yes, provide address and legal description:

Have previous applications been filed for this property? ■ Yes ☐ No

If yes, describe: Building Permit - New SFR

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

If yes, describe:

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

If yes, is ownership or interest contigent or absolute:

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

If yes, list all parties on the contract:

Is contract conditional or absolute? ☐ Conditional ☐ Absolute

Are there options to purchase? ☐ Yes ☐ No

VARIANCE REQUEST

Regulation	**Required**	**Proposed**	**Total Requested**
Gulf-front setback (feet):			
Bay-front setback (feet):			
Alley setback (feet):			

VARIANCE REQUEST CONTINUED...

Regulation	Required	Proposed	Total Requested
Rear-no alley setback (feet):			
Rear-north/south street (feet):			
Street-front setback (feet):	25.0	20.90	4.10
Side-one/both setback (feet):			
Minimum green space (%):			
Habitable stories (#):			
Minimum lot size (sq. ft.):			
Building height (feet):			
Off-street parking (spaces):			
ISR (%):			
FAR (%):			
Dock length (feet):			
Dock width (feet):			
Signage (#):			
Accessory structure (sq. ft.):			
Accessory structure height (feet):			
Lot size (sq. ft.):			

Other:

What is the proposed use of the property? Detached Single Family Residence

HARDSHIP

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

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

The originally permitted plans as submitted in December of 2025 contained an error on the callout of the front setback dimension in plan view and incorrectly labeled it as 25'. However, on the same site plan the Site Data Table correctly identified the proposed setback as 20.2', and incorrectly stated the required setback as 20.0'.

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

The land development application as originally submitted stated the front setback as 20.2' and the rear as 34.3', which is correct based on the location of the home on the plan and per the site plan's Site Data Table. However, without any notification, when the approval was granted by the City the form was revised and the setbacks were stated as 25.0' rear and 25.0' front. This was not made known to us and we proceeded with County permitting, and constructed the home.

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

Due to the hardship stated above the home will have a smaller front setback, which is unfortunate since there is a larger than required rear setback. From a massing perspective the home is not larger than required; it is merely closer to the ROW than allowed.

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

The issue of the land development application being updated with no notification to the design and or construction team, and the fact the site data table, as approved, states the setback is 20.2' is grounds for a hardship. As constructed the home has a minimum front setback of 20.9', and that is occurring for approx. 50% of the home's front facade. The remainder of the home is at a front setback of 24.2'.

HARDSHIP CONTINUED...

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

This is based on the tie-in survey and the minimum setbacks as constructed.

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

Due to the hardship stated above the home will have a smaller front setback, which is unfortunate since there is a larger than required rear setback. From a massing perspective the home is not larger than required; it is merely closer to the ROW than allowed.

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

The plans, as approved, state the front setback is 20.2' per the Site Data Table and the Land Development Application as originally submitted states the setback is 20.2'.

CERTIFICATION

Date: 08/12/2026

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

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

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

Before me this date personally appeared:

Name: Oleg Sandulyak

Signature: _____

☐ Personally known/Form of Identification DL

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

Sworn to and subscribed before me this: Day: 12 Month: August , 20 26

Notary Public State of Florida at Large: Alexander Kazmarek

Notary Public Commission Expiration: 10.03.2026

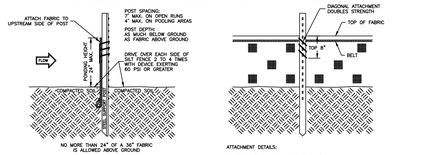
State of Florida
County: Pinellas

Notary Public State of Florida
Alexander Kazmarek
My Commission
HH 274803
Exp. 10/3/2026

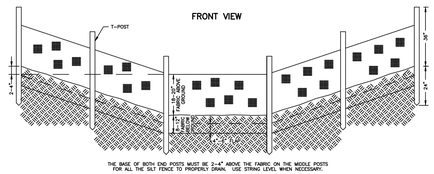
APPLICATIONS FILED BY CORPORATIONS MUST BEAR THE SEAL OF THE CORPORATION OVER THE SIGNATURE OF AN OFFICER AUTHORIZED TO ACT ON BEHALF OF THE CORPORATION.

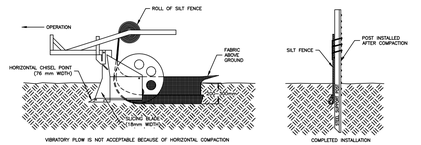
SPECIFICATIONS FOR SILT FENCE INSTALLATION USING THE STATIC SLICING METHOD

SUGGESTED INSTALLATION SPECIFICATIONS FOR STATIC SLICING



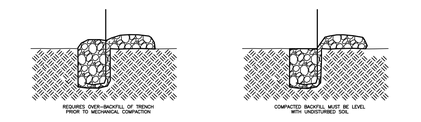
FRONT VIEW





ASTM D-6462-03

UPDATED TRENCHING SPECIFICATIONS 2003

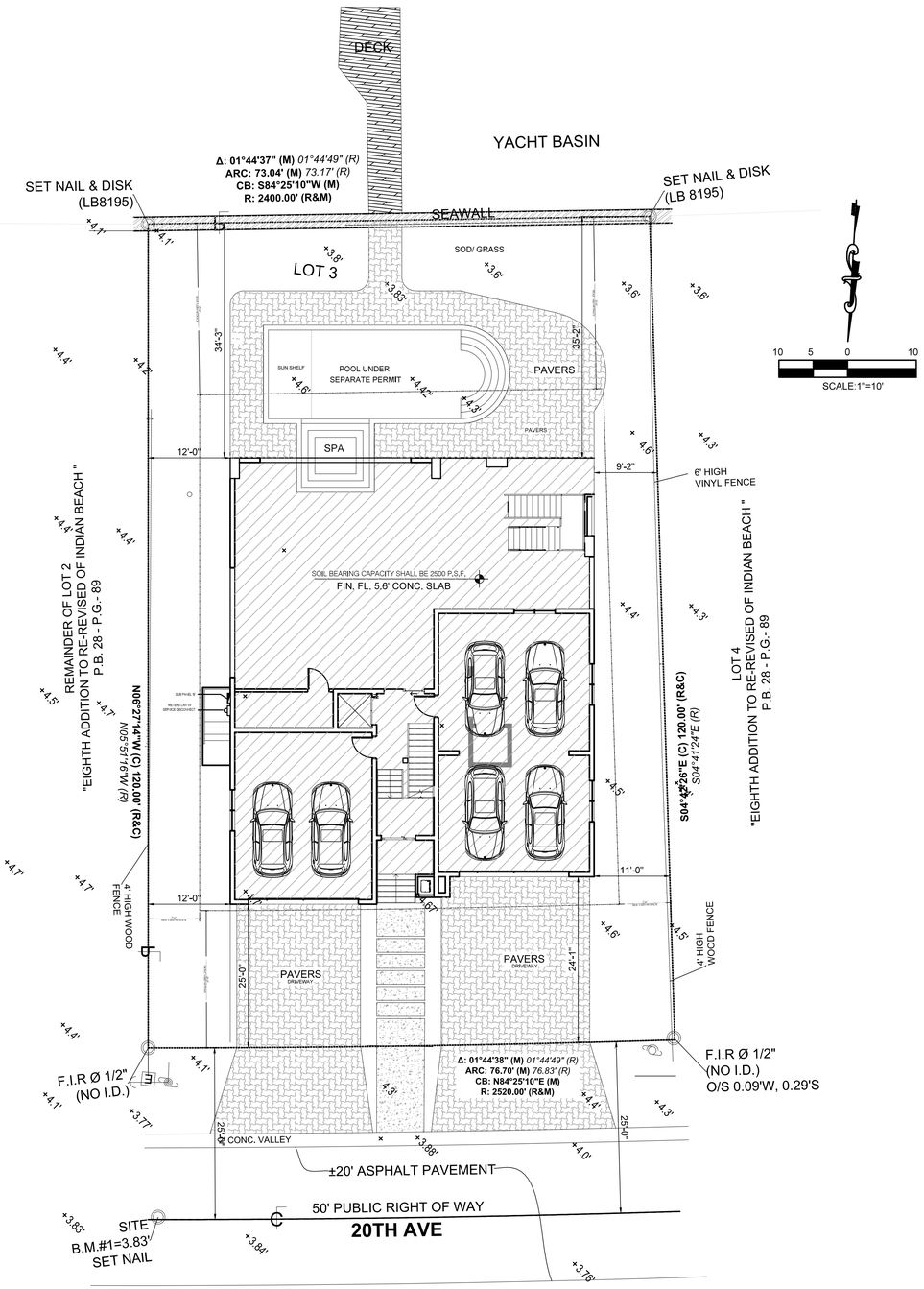


IMPERVIOUS AREA		
TOTAL LOT AREA	=	9,013 SQ.FT.
GROSS HOUSE AREA	=	2,599 SQ.FT.
CONC. DRIVE	=	1.223 SQ.FT.
TOTAL LOT COVERAGE	=	3,822 SQ.FT
TOTAL SITE IMPERVIOUS PROVIDED	=	42.6%
MAX ALLOWABLE IMPERVIOUS	=	60%
		42.6% < 60%

1

SITE DATA TABLE:

CATEGORY	ALLOWABLE		PROPOSED	
ZONING DISTRICT	SINGLE FAMILY (S)		SINGLE FAMILY (S)	
	SINGLE -FAMILY DISTRICT		SINGLE -FAMILY DISTRICT	
FUTURE LAND USE	RESIDENTIAL		RESIDENTIAL	
SETBACKS	FRONT:	20.00 ft.	FRONT:	20.2' ft.
	REAR 20% OF THE LOT:	25.00 ft.	REAR:	34.30 ft.
	SIDE:	7.50 ft.	SIDE:	10.20 ft.
B.F.E.	AF - 9 COASTAL		AF - 9 COASTAL	
FINISHED FLOOR ELEVATION	FIRST LIVING FLOOR ABOVE B.F.E. 9' + 2' OF FREEBOARD (11' N.A.V.D.)		FOYER LEVEL @ 9'-7" N.A.V.D. FIRST LIVING FLOOR @ 17'-4" N.A.V.D.	
SITE AREA	8,984.00 sq. ft.		8,984.00 sq. ft.	
LOT COVERAGE	0.40 Max.	3,593.60 sq. ft.	3,355.00 sq. ft.	37.34%
BUILDING HEIGHT	35' FROM B.F.E. TO THE MEAN ROOF		30' FROM B.F.E. ROOF DECK	
IMPERVIOUS SURFACE	0.30 Min.	2,695.20 sq. ft. Max.	4,617.00 sq. ft.	51%
FLOOR AREA RATIO	N/A		N/A	



Site Plan

1"= ±10"-0"

PROFESSIONAL STATEMENT: TO THE BEST OF THIS ARCHITECT'S KNOWLEDGE, ENCLOSED PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE MINIMUM FIRE SAFETY STANDARDS AS DETERMINED IN ACCORDANCE WITH CHAPTERS 553 AND 633, LAWS OF FLORIDA.

CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND COORDINATE ALL FIELD CONDITIONS. ALL DISCREPANCIES AND CONFLICTS SHALL BE REPORTED TO THE ARCHITECT IN WRITING PRIOR TO PROCEEDING OR CONTINUING WITH CONSTRUCTION. UNREPORTED DISCREPANCIES AND CONFLICTS SHALL REMAIN THE RESPONSIBILITY OF THE CONTRACTOR.

JOHN A. BODZIAK - ARCHITECT - AIA, PA, HEREBY EXPRESSLY RESERVES ITS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE PLANS. ALSO AND DESIGNS, SKETCHES, TECHNICAL DRAWINGS, ARCHITECTURAL WORKS AND ELECTRONIC FILES. ALL RIGHTS RESERVED. THESE PLANS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER, NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY, WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION AND ADAPTATION OF THE ARCHITECT. IN THE EVENT OF UNAUTHORIZED REVISION TO OR REUSE OF THESE PLANS, IN ADDITION TO ALL OTHER REMEDIES, THE ARCHITECT WILL BE ENTITLED TO APPROPRIATE COMPENSATION. TO JOHN A. BODZIAK ARCHITECT AIA, PA. PROFESSIONAL SERVICES AND ANY UNAUTHORIZED REVISIONS TO OR UNAUTHORIZED REUSE OF THE PLANS SHALL TAKE PRECEDENCE OVER SCALE DIMENSIONS. CONTRACTOR AND SUBCONTRACTORS SHALL VERIFY ALL DIMENSIONS AND CONDITIONS OF THE JOB AND JOHN A. BODZIAK & ASSOCIATES SHALL BE NOTIFIED OF ANY VARIATIONS IN WRITING FROM THE DIMENSIONS, CONDITIONS AND INFORMATION SHOWN ON THESE PLANS.

NO.	DATE	DESCRIPTION
		REVISIONS

CLIENT

PROJECT

BYNZAR RESIDENCE ONE

451 20TH AVE
INDIAN ROCKS BEACH, FL 33785

SITE PLAN

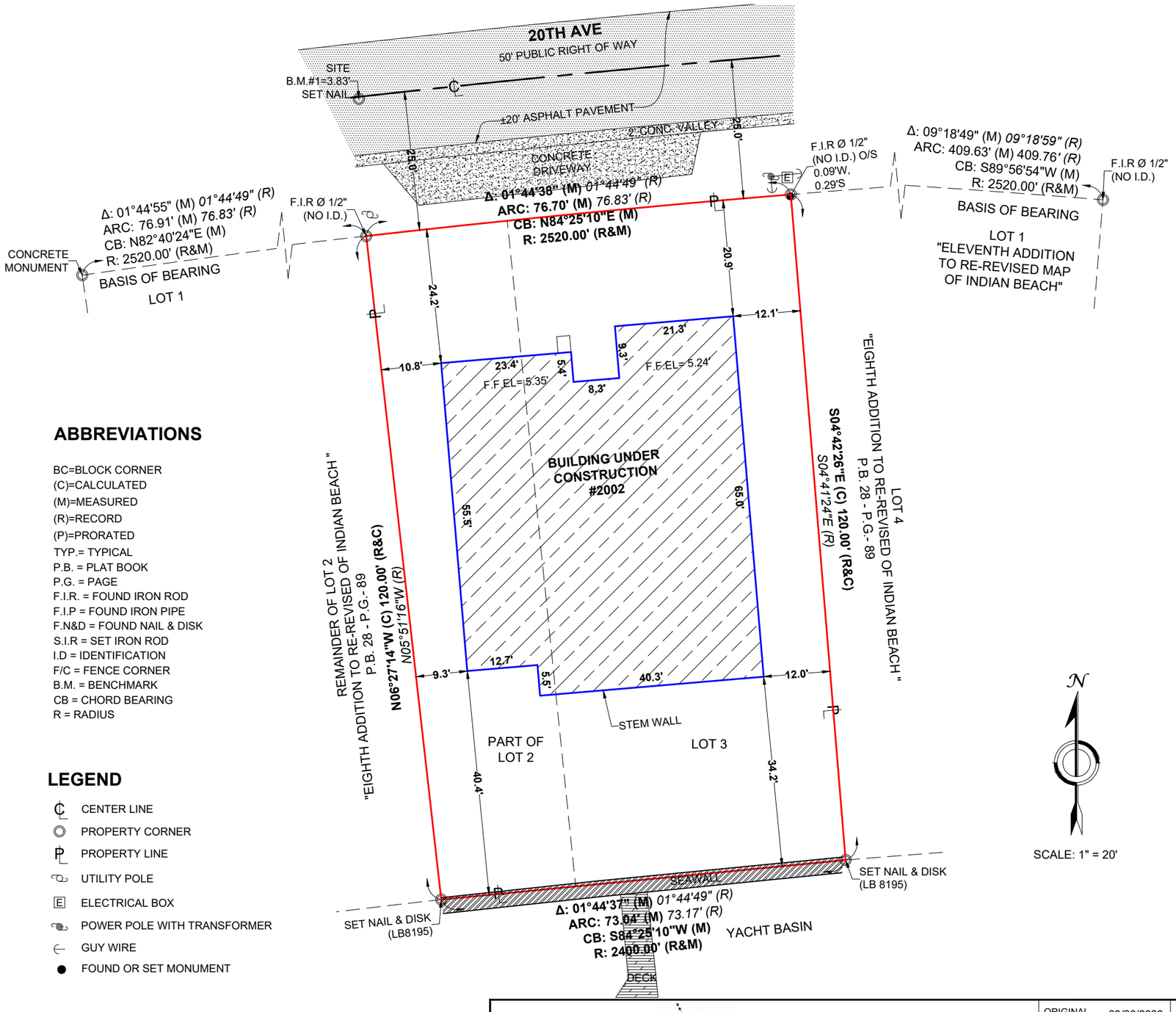
SEAL

JOHN A. BODZIAK
ARCHITECT AIA, PA
ARCHITECTURE, DESIGN, AND CONSTRUCTION MANAGEMENT
FLORIDA REGISTRATION NO. AR0005065
EMAIL: JACK@JABODZIAK.COM
5665 CENTRAL AVE. SAINT PETERSBURG, FLORIDA 33710
TEL: (727) 327-1966 FAX: (727) 826-0968

DRAWN BY	MT
UPDATED ON	Oct. 30, 25
DATE	AUG - 2025
JAB PROJECT #	2025-039
SHEET #	**SP**

T I E - I N S U R V E Y

SECTION 06, TOWNSHIP 30S, RANGE 15E. PINELLAS COUNTY



ABBREVIATIONS

BC=BLOCK CORNER
(C)=CALCULATED
(M)=MEASURED
(R)=RECORD
(P)=PRORATED
TYP.= TYPICAL
P.B. = PLAT BOOK
P.G. = PAGE
F.I.R. = FOUND IRON ROD
F.I.P = FOUND IRON PIPE
F.N&D = FOUND NAIL & DISK
S.I.R = SET IRON ROD
I.D = IDENTIFICATION
F/C = FENCE CORNER
B.M. = BENCHMARK
CB = CHORD BEARING
R = RADIUS

LEGEND

- ℄ CENTER LINE
- ◎ PROPERTY CORNER
- ℙ PROPERTY LINE
- UTILITY POLE
- E ELECTRICAL BOX
- POWER POLE WITH TRANSFORMER
- GUY WIRE
- ● FOUND OR SET MONUMENT

SCALE: 1" = 20'

PROPERTY ADDRESS:
451 20TH AVE
INDIAN ROCKS BEACH, FL 33785
(FOLIO NO. 06-30-15-42174-000-0030)

DESCRIPTION:
LOT 3, AND THE EAST 1/2 OF LOT 2, "EIGHTH ADDITION TO RE-REVISED MAP OF INDIAN BEACH", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 28 AT PAGE 89 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

FLOOD ZONE INFORMATION:
COMMUNITY: CITY OF INDIAN ROCKS BEACH-125117
MAP/PANEL NO. 12103C0114H
SUFFIX: H
FIRM DATE: 8/24/2021
FLOOD ZONE: AE + 9

THERE MAY BE LEGAL RESTRICTIONS ON THE SUBJECT PROPERTY THAT ARE NOT SHOWN ON THE MAP OF SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PINELLAS COUNTY, OR THE RECORDS OF ANY OTHER PUBLIC AND PRIVATE ENTITIES AS THEIR JURISDICTIONS MAY APPEAR.

THE MAP OF SURVEY IS INTENDED TO BE DISPLAYED AT THE STATED GRAPHIC SCALE IN ENGLISH UNITS OF MEASUREMENT. ATTENTION IS BROUGHT TO THE FACT THAT SAID DRAWING MAY BE ALTERED IN SCALE BY THE REPRODUCTION PROCESS

THIS SURVEY WAS CONDUCTED FOR THE PURPOSE OF A TIE - IN SURVEY ONLY AND IS NOT INTENDED TO DELINEATE THE REGULATORY JURISDICTION OF ANY FEDERAL, STATE, REGIONAL OR LOCAL AGENCY BOARD, COMMISSION OR OTHER ENTITY.

BENCH MARK: GPS NAIL ELEVATION: 3.83 FEET (NAVD88)

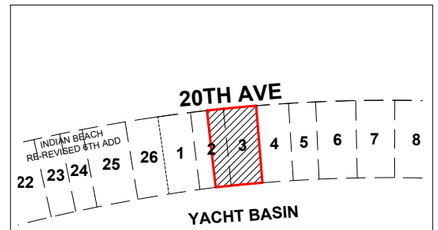
INACCESSIBLE CORNERS WERE CALCULATED USING BOUNDARY PRINCIPLES AND PRACTICES. PHYSICAL MARKERS WILL BE PLACED AT OWNER'S REQUEST AT THE EXACT LOCATION OF EACH PROPERTY CORNER, UNLESS FIELD CONDITIONS ARE NOT FAVORABLE; IN WHICH CASE, THE OWNER SHOULD GUARANTEE ACCESS TO THE CORNERS OR OFFSET MONUMENTATION WILL BE SET.

LEGAL DESCRIPTION WAS FURNISHED BY THE CLIENT.

WELL-IDENTIFIED FEATURES AS DEPICTED ON THIS SURVEY AND MAP WERE MEASURED TO AN ESTIMATED HORIZONTAL POSITIONAL ACCURACY OF 1/10 FOOT UNLESS OTHERWISE SHOWN.

BEARINGS AS SHOWN HEREON ARE BASED UPON AN ASSUMED VALUE OF N82°40'24"E FOR THE SOUTH RIGHT OF WAY LINE OF 20TH AVE AS DEPICTED ON THE MAP OF SURVEY.

LEGAL DESCRIPTION SUBJECT TO ANY DEDICATIONS, LIMITATIONS, RESTRICTIONS, RESERVATIONS OR RECORDED EASEMENTS.



LOCATION MAP
(NOT TO SCALE)

THE SURVEYOR MAKES NO REPRESENTATION AS TO OWNERSHIP, POSSESSION OR OCCUPATION OF THE SUBJECT PROPERTY BY ANY ENTITY OR INDIVIDUAL.

SUBSURFACE IMPROVEMENTS AND/OR ENCROACHMENTS WITHIN, UPON, ACROSS, ABUTTING OR ADJACENT TO THE SUBJECT PROPERTY WERE NOT LOCATED AND ARE NOT SHOWN.

PHYSICAL COPIES ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ELECTRONIC FILES ARE VALID ONLY WITH THE DIGITAL THIRD-PARTY APPROVED SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS AND DELETIONS TO THIS MAP OF SURVEY BY OTHER THAN THE SIGNING PARTY ARE PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.

THIS MAP OF SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREIN AND THE CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTY.

TITLE COMMITMENT AND EXCEPTION DOCUMENTS WERE NOT EXAMINED.

CERTIFY TO:

LION TB CONSTRUCTION COMPANY INC
ALEK BYNZAR

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY: THAT THIS "TIE - IN SURVEY" AND THE MAP OF SURVEY RESULTING THERE FROM WAS PERFORMED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND FURTHER, THAT SAID "TIE - IN SURVEY" MEETS THE INTENT OF THE "MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA", PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AND ITS IMPLEMENTING RULE, CHAPTER 472.027 OF THE FLORIDA STATUTES.

6528 U.S. 301 UNIT 106
RIVERVIEW, FL. 33578
L.B. 8195 - L.S. 6919
contact@gpsflorida.net

GPS GLOBAL PROJECTS SURVEYING

PROFESSIONAL SURVEYOR AND MAPPER
PHONE: (813) 423-3483
FAX: (813) 398-0111
www.gpsflorida.net

ORIGINAL FIELD DATE 03/26/2026
JOB NO. 25-9671
DRAWN CAL
SHEET 1/1

CITY OF INDIAN ROCKS BEACH
PLANNING AND ZONING DEPARTMENT

LAND DEVELOPMENT PLAN REVIEW APPLICATION
REQUIRED FOR ALL NEW CONSTRUCTION INCLUDING BUILDING ADDITIONS, POOLS, AND ACCESSORY STRUCTURES

The following application is required for the purposes to satisfy compliance with Chapter 66, Article III of the City of Indian Rocks Beach city code as it relates to the National Pollutant Discharge Elimination System (N.P.D.E.S.)

A copy of the site plan indicating the location and type of barriers to be used for sediment control must accompany this application

CONSTRUCTION SURFACE WATER MANAGEMENT PLAN CERTIFICATION:

As the owner/Developer of this project, I have reviewed the Construction Environmental Protective Measures described and shown on these drawings and as the Owner/Developer, I plan to implement such measures during the construction phase to help insure the protection of neighborhood properties

BY: Wesley Bynzar

Name- Title

Signature Owner/Authorized Agent

12/16/2025
Date

LAND DEVELOPMENT PLAN APPROVAL–
CITY OF INDIAN ROCKS BEACH

FLOOD ZONE AE BFE 9.0 DFE 10 ft

BY: Hetty Harmon

TITLE: Planning Consultant

12/17/25
Date

Deliver approved City of Indian Rocks Beach documents to Pinellas County Building Services, 440 Court Street, Clearwater, FL 33756 727-464-3888

www.indian-rocks-beach.com

There is a link to the Indian Rocks Beach Code of Ordinances at the website noted above.

(This form was revised February 2020 and replaces and supersedes all previous application forms)

FEES – IRB Code of Ordinances

The following fees shall be paid in addition to any other fees where an application is filed requiring site development plan review services. The appropriate fees, costs, and other charges specified shall be submitted with, and paid at the time of, initial application submission or other initial document submission except otherwise specified in this code.

(1) **Single Family /Duplex - new** .....$500.00 Pd 12-16-25

(2) **Building Modification** .....$

(3) **Multi-Family**
Site plan review -zoning $1,000.00
Engineering site plan review .....$
Initial engineering review.....$
Subsequent engineering reviews $400.00

(4) **Commercial**
Site plan review -zoning $1,000.00
Engineering site plan review .....$
Initial engineering review.....$
Subsequent engineering reviews $400.00

(5) **Impact Fees- to be paid at time of certificate of occupancy**

Developmental Impact Fee ..... $ 500.00
Recreation Impact Fee..... $ 500.00
Pinellas County Mobility Fee..... $ 387.00

TOTAL DUE ..... $ 1387.00

(6) When legal counsel and/or a consultant are required by the city, actual cost of legal and consulting fees shall be paid by the applicant within 30 days after final site plan approval or prior to the issuance of building permits.

(7) Commercial Construction Roll Off Dumpster

Required Yes X No_____ Fee: $250.00 Pd 12/17/25

Payable to the City of Indian Rocks Beach

LAND DEVELOPMENT PLAN REVIEW APPLICATION

Project Address: 451 20th Ave

Property Owner: LION TB CONSTRUCTION COMPANY INC c/o Wesley Bynzar

Address: 6720 E FOWLER AVE UNIT 158 TAMPA, FL 33617-2410

Email: oleg@cat1co.com Telephone: _____

Applicant Name: Blackstock Engineering Unlimited, Inc. c/o Jesse Blackstock Telephone: 813-455-2184

Email: jesse@blackstockeng.com Telephone: _____

Parcel Identification Number: 06-30-15-42174-000-0030

Parcel Size: 8,880 SF

Existing square footage 0.0 SF - house been demo'd **Proposed square footage** 8,984 SF

Zoning Map Designation: Single Family (S)

Setbacks: Front 25 ft Rear 25ft Side total of 15 ft with a min of 7ft on one side

Description of Work to be Completed:

New SFR in CAZ AE 9.0 Private Provider Review & Inspections

Application Content Checklist

Item	Single Family/Duplex	Multi-Family / Commercial
	Number of Copies	Number of Copies
Sealed Boundary Survey	2	2
Site Plan	2	2
Landscaping Plan	2	2
Building Elevations	2	2
Drainage Plan	2	2
Drainage Calculations		2
Landscaping Plan	2	2
Subsurface Investigation/ Soil Condition Report		2
Digital file of plans	1	1

From:	Linda Gowen
To:	lorink@irbcity.com
Cc:	Hetty Harmon; ivaughan@irbcity.com; jwilson@irbcity.com; jbigelow@irbcity.com; hking@irbcity.com; kwatt@irbcity.com; rhenderson@irbcity.com
Subject:	451 20th Ave
Date:	Saturday, October 10, 2026 4:40:40 PM
Attachments:	Screenshot_20261008_102048_Messages.jpg
Importance:	High

I have lived in IRB since 1986, We have owned our home since 1995. We live directly across from 451 20th Ave.

We OBJECT to the request for the 4.1 foot variance. Not only did they not obey the setback rule, as all homeowners have done in the neighborhood, but it is clearly not a single family home. According to the plans it is a House with 5 master suites which will be yet another rental. It's bad enough living across the street from the Party Mansion now we will have this atrocity here too. It will be like having two large hotels across from us. So NO they should not be allowed the variance since they disobeyed the law. If you allow this property to slide then others can extend their garages for more space or even extend the front of their houses. Where will it stop.

I'm sure this builder, Private Provider has other, rules, and permits, that he has ignored as well, like Why were the inspection results submitted to Pinellas Building Department on October 7, 2026 (nine months after the
Initial inspection)

How can a private provider do their own inspections?

Was it built to plan, we never saw any pilings being driven in the ground to support this size building, was this inspected by an engineer?

Is Jessie Blackstone, the private provider and his own inspection company, and isn't his license suspended?

Also we understand that another story is going to go up, is that considered a 4th floor, Does that follow the fl. Bldg. code ?

How come it took so long to catch all these errors.

Please look at the attachment, Fl Statutes 403.9333. I did some research and it appears that the builder caused his own self-imposed hardship by trying to get around the setback rules. So if this is the case, the city or county cannot grant him a variance.

Regards,
Linda Gowen & Salvatore Iemolo
2001 Bayview Place, IRB, Fl 33785
727-543-3044/727-543-5448
gowen.linda@gmail.com/siemolo@tampabay.rr.com

From:	Botanical Resource
To:	lvaughan@irbcity.com; jwilson@irbcity.com; jbigelow@irbcity.com; hking@irbcity.com; kwatt@irbcity.com
Cc:	rhenderson@irbcity.com; Hetty Harmon
Subject:	Objection to variance request for 451 20th Ave IRB
Date:	Thursday, October 8, 2026 2:07:08 PM
Attachments:	451_20TH_AVE - TIE IN SURVEY.pdf IMG_4394.jpeg

Hello,

I am a long term resident of IRB and live in close proximity to 451 20th Ave.

The request for the front set back variance should be denied because the property owner created the problem regarding the TWO front set back enroachments.

The property is a "standard" lot and nothing about the size/shape of the lot creates a hardship for the owner to allow a variance for a front set back setback requirement of 25 foot.

All other property owner's on the street, in the neighborhood, (including brand new construction) all follow the requirement of a 25 foot front set back.

Please note that there are TWO front set back violations, not just the one listed in the variance application. See attached Tie In Survey obtained from IRB records.

1. The east wall has a 4.1 foot encroachment into the required 25 foot front set back. This results in that wall being only a 20.9 foot front set back.

2. The West wall has a .8 foot encroachment into the required 25 foot front set back. This results in that wall being only a 24.2 foot front set back.

If you do a quick internet search it will show that Florida law prohibits granting a variance that was cause by the property owner/builder.

The property owner needs to address the problem of the front set back violations with his builder or whomever decided to place the walls in the 25 foot front set back requirement.

Thank you,

Pamela Seefeld
2005 Bayview Place
IRB, FL 33785

From: Kornijtschuk, Lorin
To: "Gary Farrell"
Cc: Hetty Harmon
Subject: RE: BOA CASE NO.2026-06
Date: Friday, October 16, 2026 12:59:46 PM
Attachments: image001.png

Greetings, Mr. Farrell,
Your email has been received.
Kind regards,

Lorin A. Kornijtschuk, CMC
City Clerk
1507 Bay Palm Boulevard
Indian Rocks Beach, FL. 33785
lorink@irbcity.com
(727)595-2517
Website:www.indian-rocks-beach.com



Transparency, Integrity & Professionalism
All government correspondence is subject to the public records law.

From: Gary Farrell <kathy.garyfarrell@gmail.com>
Sent: Friday, October 16, 2026 12:50 PM
To: Kornijtschuk, Lorin <lorink@irbcity.com>
Subject: BOA CASE NO.2026-06

> You don't often get email from kathy.garyfarrell@gmail.com. Learn why this is important

I am Gary Farrell 457 20th Ave.IRB 33785.I object to the provisions of the subject case.

From:	Gary Beer
To:	lvaughan@irbcity.com; jwilson@irbcity.com; jbigelw@irbcity.com; hking@irbcity.com; kwatt@irbcity.com; Hetty IRB; lkornijtschuk@irbcity.com
Subject:	BOA CASE NO. 2025-06
Date:	Monday, November 2, 2026 3:59:37 PM
Attachments:	file.pdf

City of Indian Rocks Beach

I am a resident and attended the Board of Adjustments and Appeals meeting on October 20, 2026. The Board conducted the meeting in a professional manor, asking thoughtful and technical questions regarding the three requested variances. After the meeting, I decided to do some research. Below are my findings.

For reference
FBCR Florida Building Code-Residential. 2023 8th Edition
FBC Florida Building Code 2023 8th Edition
F.S.S. Florida State Statues 2012,2025,2026
BDRS Pinellas County Building and Development Review Services
IRB Indian Rocks Beach

Variance Relief and Setbacks
My email is focused on the property at 451 20th Avenue. (Permit BR-SFR-25-00270). First, Architect John Bodziak made comments that were not consistent with Hetty Harmon about the timeline when he received the approved Land Development Plan Application. I did some digging and the document is recorded with BDRS. The document clearly states the required front setback of 25 feet and signed by Hetty Harmon on December 17, 2025. The architect also stated he knew of numerous properties with front setbacks of the 15-17 foot range. I did a search on the Pinellas County Property Appraiser website and using the measuring tool, I found no houses on 20th Avenue, east of Bay Blvd with 15-17 foot setbacks. The architects opening statement gave the reason why they constructed the structure at the wrong setback. He said they recently built a house in another municipality with a setback of 20 feet and assumed the same in IRB. He said mistakes happen. He admitted in his statement that their hardship was self created. *F.S.S. 403.9333* addresses the issue of variance relief with self-imposed hardship. There are also numerous self-imposed hardship case law results on the internet.

Height
This project opted to use Private Provider Jesse Blackstock for plan review and inspections. The plans were approved referencing the FBCR and FBC 2023. 8th Edition.
Note, the room above the third floor by definition is a “story”. FBC-R Section 2. (Page A1.0)
Residential structures above 3 floors triggers the FBC (Commercial) FBC-R 101.2 ex 1.
Additional requirements per FBC 2023. 8th Edition.
Threshold Building: FBC 110.8, 202. *F.S.S. 553.71*.
Fire Protection System: FBC 903.2.8.1, 903.3.1.2
Fire and Smoke protection: FBC 703, 707, 711, 714, 716.

Plan Review and Inspections
Alternative Plan Review and Inspection timelines for Private Provider: *F.S.S. 553.791*. Per BDRS, there are five completed inspections recorded. (Nine months between submitted inspections).
This list on BDRS website covers part of the required inspections and documents. FBC-R110, FBC-110, BDRS
January 20, 2026:
Underground Electric
October 7, 2026

Footer.
Stemwall.
Plumbing rough.
Lintel.

Supporting documents have not been submitted to BDRS
Footer: Engineer Pile Report.
Stemwall : Top of Block Survey.
Slab: Pretreat Termite Cert.
Placement of lowest Floor: Under Construction FEMA Elevation Cert.

If the proper paperwork (Top of Block Survey) was reviewed at stemwall/slab inspection, the setback issue could have been resolved then.

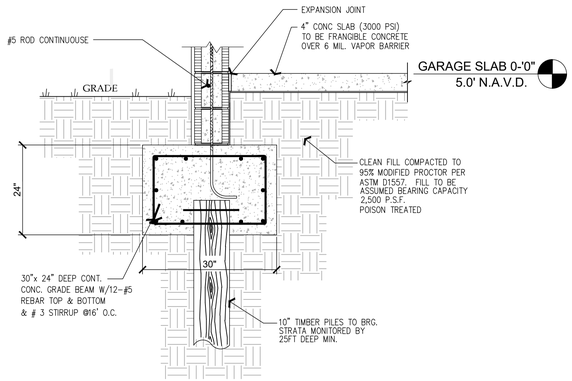
Private Provider EGI was added to the record on September 14, 2026
Private Provider Jesse L. Blackstock's license suspended March 12, 2026 (Florida Board of Professional Engineers, Florida Department of Business & Professional Regulations).

Piles
Soil and Foundations. FBC Chapter 18. Flood Resistant Construction FBC-R322. FBC 107, Chapter 16
I understand that residential structures in flood Zone AE are not required to meet V Zone and Coastal A Zone requirements. But, this structure was designed with Signed and Sealed plans to require piles with grade beams. (Pages A-1.0, A-2.3, A-2.4) The Signed and Sealed Engineer Pile report was not submitted with the footer inspection to BDRS.
I have spoke to numerous neighbors and none of them witnessed the installation of piles. This could constitute some serious issues. The pile report would clear up this issue.

I appreciate your time and understand that the city has a lot to consider. Contractors need to have knowledge of IRB regulations. There has been numerous Stop Work Orders issued on this property (BDRS, IRB). The chatter in the neighborhood goes like this "if the city approves the setback, then we want it for our house too". Codes and Ordinances should apply equally to all. See attachments for clarity on height and piles.

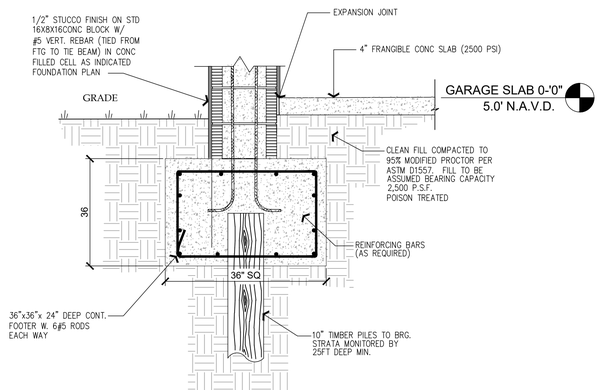
Thank you

Gary Beer
garybeer@icloud.com
(727) 417-2603



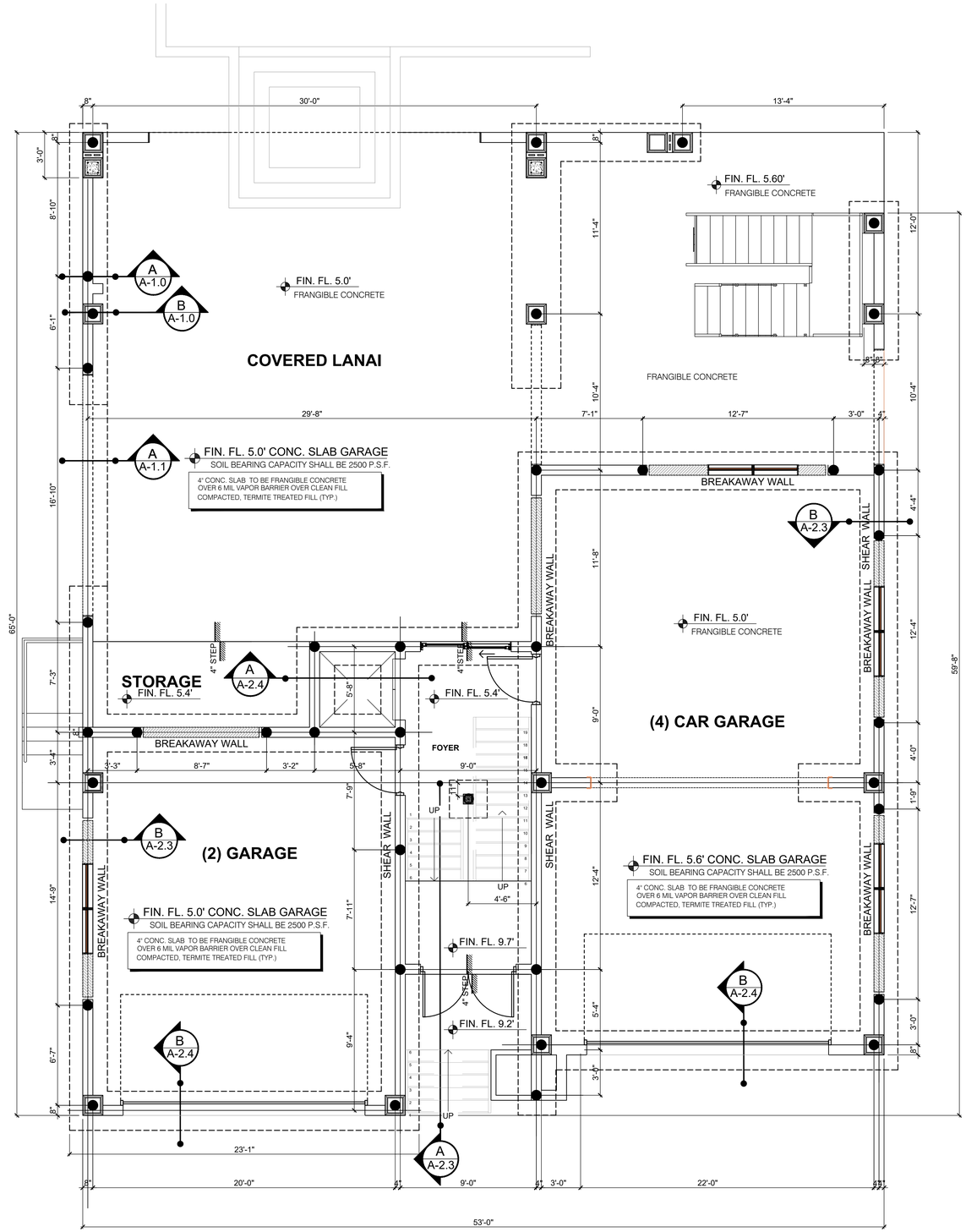
A GRADE BEAM DETAIL

SCALE: 3/4"=1'-0"



B GRADE BEAM DETAIL

SCALE: 3/4"=1'-0"



1 A3-04

1 FOUNDATION PILING PLAN

1/4" = 1'-0"

ALL MATERIALS INSTALLED BELOW DESIGN FLOOD ELEVATION MUST BE FLOOD RESISTANT FEMA NFIP CLASS 4 OR 5 MATERIALS.

GENERAL NOTES:

1. DO NOT SCALE THE DRAWINGS. ACTUAL CONDITIONS ARE TO BE FIELD VERIFIED BY THE GENERAL CONTRACTOR.
2. ALL CONSTRUCTION SHALL COMPLY WITH APPLICABLE CODES AND STANDARDS, TO INCLUDE ALL STATE LAWS, AND LOCAL ORDINANCES.
3. REPAIR, PATCH, AND REFINISH ALL EXISTING STRUCTURES AFFECTED BY THIS CONSTRUCTION.
4. ELECTRICAL, PLUMBING AND MECHANICAL CONTRACTORS TO EXPOSE ALL AFFECTED EXISTING CONDITIONS AND RELOCATE ADJUST, CHANGE OR ABANDON EXISTING CONDITIONS ACCORDING TO ALL APPLICABLE CODES AND LOCAL ORDINANCES
5. ALL MATERIALS INSTALLED BELOW DESIGN FLOOD ELEVATION MUST BE FLOOD RESISTANT FEMA NFIP CLASS 4 OR 5 MATERIALS.

WALL LEGEND

EXTERIOR MASONRY WALL
8"x8"x16" CONC. BLOCK WALL. W/ FILLED CELLS @ 48" O.C. MAX., EXTERIOR W/ STUCCO FINISH & INTERIOR W/ 1/2" GYP. BOARD OVER 3/4" WOOD FURRING & 1" RIGID INSULATION. USE WATERPROOF GYP. BOARD WHERE REQUIRED.

EXTERIOR BREAKAWAY WALL
8"x8"x16" MASONRY BREAKAWAY WALL 1/8" x 1" GALV. STRAP w/ (2) 0.145" PINS w/ 1 1/8" PENETRATION INTO CONCRETE PIERS 2" AIR SPACE (ALL AROUND)

BE→U
Plans review completed and approved for compliance With the 2023 FBC (8th Edition) for the following trades: Building, MEC/ PLB & ELE
Jesse Blackstock, PE
PE Reg #69025

PROFESSIONAL STATEMENT: TO THE BEST OF THIS ARCHITECT'S KNOWLEDGE, ENCLOSED PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE ESPLC AND LSMAH FIRE SAFETY STANDARDS AS DETERMINED IN ACCORDANCE WITH CHAPTER 553 AND 633, LAWS OF FLORIDA

JOHN A. BODZIAK, ARCHITECT, AIA, PA, HEREBY EXPRESSLY RESERVES ITS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE PLANS. IDEAS AND DESIGNS INCORPORATED INTO THESE PLANS, AS AN INSTRUMENT OF SERVICE, ARE TO BE ASSIGNED TO THE ARCHITECT. ALL PLANS, SPECIFICATIONS AND COPIES THEREOF FURNISHED BY JOHN A. BODZIAK, ARCHITECT, AIA, PA, SHALL NOT BE USED BY ANY PERSON OR ENTITY FOR ANY PURPOSE WHATSOEVER UNLESS EXPRESS WRITTEN PERMISSION AND CONSENT IS OBTAINED FROM JOHN A. BODZIAK, ARCHITECT, AIA, PA. IN THE EVENT JOHN A. BODZIAK, ARCHITECT, AIA, PA, SHALL BE REQUIRED TO INSTITUTE LEGAL PROCEEDINGS TO ENFORCE THE PROVISIONS OF THIS PARAGRAPH, THE PARTY AGAINST WHOM ENFORCEMENT IS SOUGHT SHALL REIMBURSE THE ARCHITECT FOR ALL REASONABLE ATTORNEY'S FEES AND COSTS INCURRED BY THE ARCHITECT IN CONNECTION WITH SUCH PROCEEDINGS.

NO.	DATE	REVISIONS DESCRIPTION

CLIENT

PROJECT
BYNZAR RESIDENCE ONE
451 20TH AVE
INDIAN ROCKS BEACH, FL 33785

FOUNDATION PILING PLAN

SEAL

JOHN A. BODZIAK
ARCHITECT AIA, PA
ARCHITECTURE, DESIGN, AND CONSTRUCTION MANAGEMENT
FLORIDA REGISTRATION NO. AR0005065
EMAIL: JACK@JABODZIAK.COM
5665 CENTRAL AVE SAINT PETERSBURG, FLORIDA 33710
TEL: (727) 327-1966 FAX: (727) 826-0988

DRAWN BY	MT
UPDATED ON	Oct. 30, 25
DATE	AUG - 2025
JAB PROJECT #	2025-039
SHEET #	A-1.0

CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND COORDINATE ALL FIELD CONDITIONS. ALL DISCREPANCIES AND CONFLICTS SHALL BE REPORTED TO THE ARCHITECT IN WRITING PRIOR TO PROCEEDING OR CONTINUING WITH CONSTRUCTION. UNREPORTED DISCREPANCIES AND CONFLICTS SHALL REMAIN THE RESPONSIBILITY OF THE CONTRACTOR

AGENDA ITEM NO. 7.1

ACTION ITEM

APPROVAL OF
A Piggyback Agreement for Lobby Sesrvices with Shumaker Advisors FL LLC

INDIAN ROCKS BEACH CITY COMMISSION
AGENDA MEMORANDUM

MEETING OF: November 10, 2026 **AGENDA ITEM: 7.1**

ORIGINATED BY: Ryan Henderson, City Manager

AUTHORIZED BY: Ryan Henderson, City Manager

SUBJECT: Approval of a Piggyback Agreement for Lobby Services with Shumaker Advisors FL LLC

BACKGROUND

The City is considering a Piggyback Agreement with Shumaker Advisors FL LLC. to provide lobby services for the City of Indian Rocks Beach at the State Legislature and at the Federal level if necessary.

The proposed agreement provides for the City of Indian Rocks Beach to piggyback off the agreement between Shumaker Advisors and the City of St. Pete Beach. The agreement calls for a term of one year with two, one-year extensions.

ANALYSIS

Shumaker Advisors will serve the City of Indian Rocks Beach to:

- Advocate for the City's priorities at both the federal and state levels throughout the legislative sessions.
- Facilitate access to key decision- makers, including federal and state legislators, agency leadership, and executive offices.
- Provide timely updates on legislation, appropriations, and regulatory developments that affect the City.
- Assist in securing funding, identifying grant opportunities, and aligning the City's objectives with state and federal programs.

Shumaker Advisors will work closely with the City of Indian Rocks Beach organization as well as Catalyst Communications to develop an effective strategy to advocate for the key priorities established by the City of Indian Rocks Beach through its 2026 Strategic Plan.

FINANCIAL IMPACT

The annual subscription cost for the proposed services is **$5,000 a month ($60,000/year)**.

ATTACHMENTS

1. Agreement to Piggyback Contract Services
2. RFP St Pete Beach
3. Contract Services with St Pete Beach (Original Agreement)

AGREEMENT TO PIGGYBACK A CONTRACT FOR SERVICES

This Piggyback Agreement (this "Agreement") is made by and between **Shumaker Advisors Florida, LLC**, a Florida limited liability company, with its principal offices located at 101 E. Kennedy Blvd., Suite 2800, Tampa, FL 33602 ("Contractor") and **City of Indian Rocks Beach**, a Florida municipality, with offices at 1507 Bay Palm Blvd., Indian Rocks Beach, FL 33785 ("City"). Contractor and City may be referred to collectively as the "Parties" or individually as a "Party." This Agreement will become effective as of the last signature date below (the "Effective Date").

WHEREAS, Contractor entered into a Services Agreement – State Lobbyist with the City of St. Pete Beach ("St. Pete Beach"), a Florida municipality, for state lobbying services, executed on or about April 9, 2025, following St. Pete Beach's competitive Request for Proposals, which is attached to and incorporated into that agreement as its Exhibit "B" (the "RFP"), a copy of which agreement, with its exhibits, is attached hereto as **Exhibit "A"** (the "Underlying Contract"); and

WHEREAS, Contractor agrees to extend the pricing, terms, and conditions of the Underlying Contract to the City pursuant to the Cooperative Purchasing provision of the General Contract Terms of the RFP, which provides that "[p]ursuant to their own governing laws and subject to the agreement of the Proposer, governmental entities may make purchases under the terms and conditions contained in the executed Contract, if agreed to by Proposer," that "[s]uch purchases are independent of the Contract between the City and the Proposer, and the City is not a party to these transactions," and that "[a]gencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C."; and

WHEREAS, the Underlying Contract is incorporated herein by reference and is attached as Exhibit "A" to this Agreement, and all of the terms and conditions set forth in the Underlying Contract are fully binding on the Parties; and

WHEREAS, City has the legal authority under its purchasing policies adopted by the Indian Rocks Beach City Commission, including § 2-332(b)(1) of the City Code of Ordinances, to "piggyback" onto a contract bid by another governmental agency, and the Underlying Contract was competitively procured by St. Pete Beach through the RFP, when seeking to utilize the same or similar services provided for in the said contract.

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

1. Recitals. The above recitals are hereby incorporated herein.

2. Definitions. Defined or capitalized terms used herein that are not defined by this Agreement shall have their meaning set out in the Underlying Contract. Any reference to "City," "City of St. Pete Beach," or the contracting governmental entity in the Underlying Contract shall refer to the City for the purposes of this Agreement, and any reference to a St. Pete Beach officer or official shall refer to the corresponding officer or official of the City.

3. Notices. Notwithstanding the address and contact information for the governmental entity set forth in Exhibit A, Contractor agrees that it will send all notices and conduct all business under this Agreement with City of Indian Rocks Beach, 1507 Bay Palm Blvd., Indian Rocks Beach, FL 33785.

4. Scope of Services. The purpose of this Agreement is for Contractor to represent and advocate for the City's interests before the State of Florida, including the Florida Legislature, the Governor's office, and state agencies, by developing and executing an annual state legislative and appropriations plan, monitoring and reporting on state legislative, regulatory, and appropriations actions affecting the City, and identifying and pursuing state funding and grant opportunities, consistent with the state lobbying scope of services set forth in the Underlying Contract (the "Services"). The Services are limited to state lobbying services and do not include federal advocacy, federal appropriations, or federal lobbying services. The City Manager or designee shall identify the City's priorities and direct Contractor's work. Contractor's representatives shall register as lobbyists for the City as required by law. Contractor shall promptly notify the City in writing if it represents any other client whose position on a specific matter is directly adverse to the City's position, and shall provide St. Pete Beach any notice of this Agreement required by the conflict of interest provisions of the RFP.

5. Pricing. Contractor's fees shall be $5,000.00 per month, which is at or below the rates provided in the Underlying Contract. Contractor shall invoice the City monthly in arrears, and fees for any partial month shall be prorated. The City shall not reimburse travel or other out-of-pocket expenses unless approved in writing in advance by the City Manager.

6. Term. This Agreement shall commence as of the Effective Date and shall continue for an initial term of one (1) year (the "Initial Term"). Upon expiration of the Initial Term, the City may, at its option and by written notice to Contractor, renew this Agreement for two (2) additional one (1) year period (the "Renewal Term," and together with the Initial Term, the "Term"), unless and until this Agreement is terminated in accordance with the terms of the Underlying Contract or this Agreement. Notwithstanding the foregoing, this Agreement shall automatically terminate, without penalty to the City, upon the expiration or termination of the Underlying Contract.

7. Venue. The Parties agree that venue for any litigation arising from this Agreement shall be in Pinellas County, Florida.

8. Payment. The Parties agree that the City shall have forty-five (45) days from the date of receipt of an invoice to provide payment pursuant to Fla. Stat. § 218.74.

9. Termination for Convenience. Notwithstanding any provision herein to the contrary, the City may terminate this Agreement at any time, without regard to cause, at the City's convenience, and with thirty (30) days' notice to Contractor. In such event, the Contractor shall only be entitled to payment for services actually performed hereunder prior to such termination.

10. Sovereign Immunity. City expressly retains all rights, benefits, and immunities of sovereign immunity. Notwithstanding anything in this Agreement to the contrary, nothing in this

Agreement shall be deemed as a waiver of the City's sovereign immunity or the limits of liability contained in Fla. Stat. § 768.28.

11. Compliance with Public Records Law. Contractor shall comply with the requirements of Chapter 119, Florida Statutes, and specifically Fla. Stat. § 119.0701, as applicable to service providers contracting with public agencies. Contractor 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 term of this Agreement and following termination of this Agreement if the Contractor does not transfer the records to the City.

    (d) Upon termination of this Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the Services. If the Contractor transfers all public records to the City upon termination of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon termination of this Agreement, the Contractor 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.

    (e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, 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 BLVD., INDIAN ROCKS BEACH, FLORIDA 33785.**

12. Other Provisions Unchanged. All other provisions in the Underlying Contract are fully binding on the Parties and will constitute the agreement between the Parties.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall be deemed to constitute one and the same instrument.

14. Entire Agreement. This Agreement, together with the Underlying Contract attached as Exhibit A, contains the entire agreement of the Parties with respect to the matters set forth herein and may only be changed by an agreement in writing signed by the Parties.

Shumaker Advisors Florida, LLC

_____

Ronald A. Christaldi, Date
President and Chief Executive Officer

City of Indian Rocks Beach, Florida

_____

Lan Vaughan Date
Mayor/Commissioner

ATTEST

_____

Lorin A. Kornijtschuk, CMC Date
City Clerk

_____

Matthew E. Maggard Date
City Attorney

Exhibit A: City of St. Pete Beach Services Agreement – State Lobbyist with Shumaker Advisors FL, LLC (executed April 9, 2025), including its Exhibits A, B and C, to be attached

SHUMAKER
ADVISORS

RFP RESPONSE PREPARED FOR:

St. Pete Beach
The Sunset Capital of Florida

REQUEST FOR PROPOSAL - STATE AND FEDERAL LOBBYING SERVICES

January 7, 2025

100 Second Avenue South
Suite 902-S
St. Petersburg, FL 33701

Bank of America Plaza
101 E Kennedy Blvd. Suite 2800
Tampa, FL 33602

www.shumakeradvisors.com

TABLE OF CONTENTS

Cover Letter

References

Minimum Qualifications

- **Working Team Biographies**
- **Brief Description of History/Capabilities**
- **Work Related to the City of St. Pete Beach's Interests**

Advocacy and Support Approach

Fee

Forms

1. COVER LETTER

Dear St. Pete Beach City Commission:

On behalf of Shumaker Advisors, we are pleased to submit our proposal to continue representing the City of St. Pete Beach at the state level and expand our services to advocate for your interests at the federal level. With a proven track record of successfully representing Florida's municipalities, counties, and school districts, including the City of St. Pete Beach, we bring the expertise, relationships, and strategic approach necessary to advance the City's legislative priorities effectively.

Shumaker Advisors currently supports several municipalities and governmental agencies with state and federal advocacy, including the City of Gulfport, City of Madeira Beach, City of Oldsmar, City of Pensacola, City of Safety Harbor, City of Treasure Island, Escambia County, Hillsborough County Public Schools, and the Jackson County Board of County Commissioners.These relationships exemplify our deep understanding of the legislative and regulatory processes and our ability to navigate key federal and state agencies, the Florida Legislature, Congress, and the Executive Branch. Our team works closely with elected officials, agency leadership, and subject matter experts to ensure our clients' priorities are effectively communicated and achieved.

Shumaker Advisors is uniquely positioned to:

- Advocate for the City's priorities at both the federal and state levels throughout the legislative sessions.
- Facilitate access to key decision-makers, including federal and state legislators, agency leadership, and executive offices.
- Provide timely updates on legislation, appropriations, and regulatory developments that affect the City.
- Assist in securing funding, identifying grant opportunities, and aligning the City's objectives with state and federal programs.

We value our long-standing relationship with the City of St. Pete Beach and remain committed to advancing your vision and priorities. Working together, our teams have achieved many successes, including the contributions to the Congressional Flood Insurance Task Force, improvements to building standards and codes, and funding for more resilient infrastructure, among many others.

Thank you for considering our proposal. Should you have any questions or require further information, please do not hesitate to contact me at (Phone Number) or (Email Address). We look forward to continuing our partnership and achieving meaningful outcomes for your community.

Sincerely,
(Name and Title)
Shumaker Advisors

2. REFERENCES

Reference #1

Contact: City Manager Frances Robustelli
Organization: City of St. Pete Beach
Phone: 727.363.9232
Fax: 727.363.9249
Email: frobustelli@stpetebeach.org

Responsibilities included securing state funds for municipal projects and addressing state policy concerns related to municipalities.

Reference #2

Contact: City Manager Felicia Donnelly
Organization: City of Oldsmar
Phone: 813.749.1102
Fax: 813.749.1166
Email: fdonnelly@oldsmarfl.gov

Responsibilities included advocacy for state funding of local initiatives and development of policies impacting municipalities.

Reference #3

Contact: Mayor D.C. Reeves
Organization: City of Pensacola
Phone: 850.435.1625
Fax: 850.435.1611
Email: dcreeves@cityofpensacola.com

Responsibilities included obtaining state appropriations for local government projects and engaging in policy efforts on municipal challenges.

3. MINIMUM QUALIFICATIONS

Shumaker Advisors has extensive experience guiding municipalities, corporations, and other organizations through the state and federal bureaucracies. Below, please find the biographies of

our team of professionals proposed for this work, as well as a detailed description of our connections within the state and federal government.

A. Working Team Bios



Alan Suskey
Executive Vice President and Principal State Practice
Tallahassee, Florida
850.510.8314
asuskey@shumakeradvisors.com

An eighth-generation Floridian, Alan has built an advocacy career representing world-renowned research institutes, technology companies, small businesses, and clients in both Tallahassee and Washington, D.C. Hehas also represented complex and extensive client matters in front of local elected officials throughout Florida. Alan Has been instrumental in securing federal appropriations and advancing regional projects for his clients.

Most recently, Alan served as President of a boutique lobbying practice with offices in Tallahassee and St. Petersburg, Florida. The practice was founded with a specific focus on Tampa Bay and the state legislative and executive branches. During his tenure, Alan was responsible for policy and appropriations issues for some of the largest corporations and associations in Florida. Additionally, Alan represented nonprofits and municipalities throughout Florida on appropriations issues, resulting in hundreds of millions of dollars in state funding.

Alan previously served on Capitol Hill as the military aide to Congressman Bill Young, former Chairman of the Appropriations Committee and Chairman of the Appropriations Subcommittee on Defense in the United States House of Representatives. Alan's primary focus was on defense, intelligence, and homeland security projects in the Chairman's district of Pinellas County, Florida, including St. Petersburg, Florida.

Upon leaving Capitol Hill, Alan took a position as the External Affairs Director of SRI International's St Petersburg, Florida institute. In that role, he was charged with managing federal, state, and local legislative policy to include research-based appropriations requests in excess of $7 million annually. These requests were specifically in support of SRI's Maritime Security Program at the Department of Homeland Security and in coordination with Florida's port leadership and the Florida Ports Council. This program led to the development of an open architecture port security pilot project in Tampa Bay.

In 2010, Alan joined former-Congressman David Jolly in founding Three Bridges Advisors, a boutique federal, state, and local advocacy firm. As a member of Three Bridges, Alan worked with a diverse group of federal and state clients, advancing both funding and policy issues in a

variety of sectors. Alan was honored to lead the Tallahassee office for Three Bridges and manage all aspects of the state affairs practice.

Prior to serving on Capitol Hill, Alan served honorably in the United States Army. During his eight years of service, he held multiple leadership posts, including leading our brave men and women during Operation Iraqi Freedom. He was a member of the initial invasion force in Iraq and subsequently served two year-long tours of duty in Baghdad, Iraq. As a military police non-commissioned officer, he served in several leadership roles training various first responders throughout his career. The recipient of multiple awards for service to our country, including eight Army Commendation Medals and the Valorous Unit Award, Alan was honored as the United States Army Europe “Soldier of the Year” in 2002.

Alan and his wife Sarah reside in Tallahassee, Florida.

Professional Registrations
Registered to Lobby the Executive Branch of Florida
Registered to Lobby Legislative Branch of Florida

Experience
Executive Vice President and Principal State Practice | Shumaker Advisors Florida, LLC, *2021 - Present*
Tallahassee, Florida

President | Suskey Consulting, *2014 - 2021*
Tallahassee, Florida

Lobbyist | Capitol Insight, *2012 - 2014*
Tallahassee, Florida, United States

Vice President | Three Bridges Advisors, Inc. , *2010 - 2013*
Tallahassee, Florida, United States

Staff Sergeant | US Army, *1999 - 2008*

Military Fellow | U.S. House of Representatives, *2006 - 2008*

Education
American Military University
- Bachelor's Degree, Political Science



JD White
Principal
Tampa, Florida
813.229.7600
jwhite@shumakeradvisors.com

John David White has policy expertise at the federal, state, and local levels of government and more than 25 years of experience assisting elected officials and advising clients on government relations, strategic communications, grassroots organizing, and politics.

Prior to joining the Shumaker Advisors team, JD held executive level positions in Florida at Mercury Public Affairs and WellCare. JD has managed lobbying teams in multiple states to advance public policy interests through legislative, regulatory, and community engagement, and directed political contribution strategy to elected officials of both political parties.

At Premier Healthcare Alliance in Washington, D.C., JD advised its 2,000 member hospitals and health systems in advancing public policy and corporate priorities with Congress and the Administration. He implemented Premier's federal PAC, tripling its size in two years.

JD has served in three congressional offices in Washington, D.C., including service as a Chief of Staff and in the Legislative Affairs Office of the Florida Department of Environmental Protection in Tallahassee.

A Florida native, JD earned undergraduate and graduate degrees from Florida State University.

JD White served as Chief of Staff for Congressman David Jolly, the representative of St. Pete Beach, during his tenure in the U.S. House of Representatives. Congressman Jolly was a member of the House Appropriations Subcommittee on Transportation, Housing, and Urban Development (THUD). This subcommittee is one of the most critical panels in Congress, as it oversees federal funding and policy decisions related to transportation, housing, and urban development across the nation.

Scope of the Sub Committee's Responsibilities:

- Transportation Infrastructure
- Funding for the Department of Transportation (DOT)
- Federal programs for highways, bridges, railroads, transit systems, and airports
- Oversight of major initiatives like the Federal Highway Administration, Federal Aviation Administration (FAA), and Federal Transit Administration (FTA)
- Key areas include improving mobility, enhancing safety, and modernizing infrastructure
- Oversight of the Department of Housing and Urban Development (HUD)

- Funding for affordable housing programs, public housing authorities, and housing assistance for low-income families
- Community development initiatives aimed at revitalizing urban areas
- Programs for housing the homeless and those at risk of displacement

Related Areas

- Addressing urban planning, disaster resilience in housing and transportation systems, and community growth
- Encouraging sustainable and innovative approaches to infrastructure and housing development

Significance of Congressman Jolly's Role

By sitting on this subcommittee, Congressman Jolly—and by extension JD White in his leadership role—had influence over funding priorities that affected Florida's transportation systems and housing policies. This could include federal dollars for public transit in Tampa Bay, disaster recovery funds for housing after hurricanes, or grants for urban development projects. JD White's role as Chief of Staff involved strategizing and coordinating efforts to ensure Florida projects were prioritized, while navigating complex federal budgeting processes.

Their work on THUD would have had both immediate and long-term impacts on economic development, public safety, and quality of life in Florida and across the country.

Professional Registrations
Registered to Lobby the Executive Branch of Florida
Registered to Lobby the Legislative Branch of Florida

Experience
Principal | Shumaker Advisors Florida, LLC, *2021 - Present*
Tampa, FL

Principal/Owner | Catalyst Consulting, *2020 - 2021*
Tampa, FL

- Assisted elected officials and advised clients on government relations, strategic communication, grassroots organizing, and politics.

Senior Vice President | Mercury, *2017 - 2020*
Tampa/St. Petersburg, FL

Chief of Staff | U.S. House of Representatives, *2014 - 2017*
Washington, D.C.

Director of Government Affairs | WellCare, *2009 - 2014*
Tampa/St. Petersburg, FL

Education

Florida State University

- Master's Degree, Public Administration
- Bachelor's Degree, Political Science and Government



Jim Taylor
Vice President
Tampa, Florida
813.676.7252
jctaylor@shumakeradvisors.com

As an accomplished government relations officer and lobbyist, Jim brings a veritable treasure-trove of experience and insight to Shumaker Advisors Florida. His primary role is to assist in the development of policy recommendations and goals to help meet client needs by crafting communication strategies and appropriations considerations, all while helping them navigate local, state, and federal government.

To further the reach of the Shumaker Advisors team, Jim fosters and strengthens established relationships with local and surrounding governments, as well as for-profit and nonprofit organizations.

Jim comes to the team with many pre-established connections. After earning his degree in Political Science, he served as Hillsborough County Government Relations Manager/Director from 2015 to 2022 and has been active as a contract lobbyist since 2007. His background includes roles as a Legislative Aide for State Representative Jamie Grant from 2010 to 2013 and for Hillsborough County Commissioner Ken Hagan (Chair) from 2013 to 2015. Jim has successfully secured significant appropriations, including $5 million for the Big Ben Interchange, $3 million for the Tampa Innovation Alliance (now the Innovation Place), and $1.5 million for short-term residential treatment beds. With a strong network within the county, he has previously served as the Director of Government Affairs and Intergovernmental Affairs Manager for Hillsborough County. His expertise encompasses local government, the Florida legislative process, and specialized areas such as mental health and economic development.

Additionally, Jim has a long history of securing federal funding for his clients. His successes on behalf of his clients include obtaining $25 million for the DOT TIGER Grant for the I-75/Big Bend Interchange, working with Congressman Buchanan to secure $750,000 for the Wimauma Community Center, and working alongside Congresswoman Castor to obtain $800,000 for the Town N' Country Septic-to-Sewer Conversion. Jim's expertise in building standards, zoning

codes, and emergency management is reflected in accomplishments like achieving a Federal Scenic and Wildlife designation for Little Manatee River.

Jim is a member of the Florida Association of Professional Lobbyists, was an audit committee member, and is an Elder and the Clerk for the Session for the Florida West Coast Credit Union. Outside of work, Jim is a member of Tampa Covenant Church.

Professional Registrations
Registered to Lobby for the Executive Branch of Florida
Registered to Lobby for the Legislative Branch of Florida

Experience
Vice President | Shumaker Advisors Florida, LLC, *2022- Present*
Tampa, FL

Government Relations Division Director | Hillsborough County, *2018 – 2022*
Tampa, FL

Intergovernmental Affairs Manager | Hillsborough County, *2015 - 2018*
Tampa, FL

Legislative Assistant | Hillsborough Board of County Commissioners, *2013 - 2015*
Office of Ken Hagan, District 5
Tampa, FL

Legislative Assistant | Florida House of Representatives, *2010 - 2013*
Office of State Representative James W. Grant
Tampa, FL; Pinellas Co, FL

Campaign Coordinator | James W. Grant for State House of Representatives, *2010 - 2010*
Tampa, FL

Assistant Director of Admissions | Argosy University, *2008 – 2010*
Tampa, FL

Education
Florida State University
- Bachelor's Degree, Political Science

B. Brief Description of History/Capabilities

Shumaker Advisors' track record of success on behalf of our clients aligns closely with St. Pete Beach's priorities and topics of interest, demonstrating a history of securing funding and advancing policies that directly benefit resilient infrastructure, shoreline and storm protection, coastline erosion and environmental protection, beach renourishment, flooding, stormwater systems, and water quality, among others. Our effectiveness in representing Pinellas County city managers' interests before the County and ability to deliver on intergovernmental needs keeps our relationships thriving. Below, you'll find our current municipal clients as well as our team's successful outcomes for industries, priorities, and initiatives relevant to St. Pete Beach's operations and interests.

Connections in State Government

With a team of former mayors, former members of the Florida State Legislature, former county and city commissioners, and seasoned government relations experts, Shumaker Advisors boasts a vast network of connections in state government that we leverage for the benefit of our clients. Our deep network of relationships ranges from members of the Florida House of Representatives and Senate to members of committees relevant to the City's interests, such as the Pinellas County Commission and its surrounding municipalities.

Our relationships include:

Tampa Bay Area Delegations
Hillsborough County

- Rep. Danny Alvarez
- Senator Jim Boyd
- Senator Danny Burgess
- Rep. Linda Chaney
- Rep. Fentrice Driskell
- Rep. Karen Gonzalez-Pittman
- Rep. Traci Koster
- Rep. Lawrence McClure
- Rep. Michael Owen (New Member)
- Senator Darryl Rouson
- Rep. Susan Valdes

Pinellas County

- Rep. Adam Anderson
- Rep. Kim Berfield
- Rep. Linda Chaney
- Rep. Lindsay Cross
- Senator Nick DiCeglie
- Senator Ed Hooper
- Rep. Berny Jacques

- Rep. Michele Rayner
- Senator Darryl Rouson

Appropriations Chairs

- Senate – Ed Hooper
- House – Lawrence McClure

TED

- Senate – Nick DiCeglie
- House – Jason Shoaf

Agriculture & Natural Resources

- Senate – Jason Brodeur
- House – Tiffany Esposito

Criminal & Civil Justice

- Senate – Ilania Garcia
- House – Patt Maney

Health and Human Services

- Senate – Jay Trumbull
- House – Alex Andrade

Higher Education

- Senate – Gayle Harrell
- House – Demi Busatta

Pre K-12 Education

- Senate – Danny Burgess
- House – Jenna Persons-Mulicka

House Information & Technology

- John Snyder

House State Administration

- Vicki Lopez

Connections in Federal Government

In addition to Shumaker Advisors' Florida team, our federal practice brings extensive expertise in federal policy, appropriations, and agency navigation. Their strong connections with Members of Congress, administrative officials, and federal agencies further extend our reach to help achieve the outcomes St. Pete Beach is looking toward.

Our relationships include:

- Rep. Anna Paulina Luna
    - Committee on Natural Resources. Subcommittee on Oversight and Investigations, and Subcommittee on Water, Wildlife and Fisheries.
    - Committee on Oversight and Accountability and Subcommittee on Cybersecurity, Information Technology, and Government Innovation.
- Rep. Kathy Castor
    - Committee on Energy and Commerce
        - Energy, Climate, and Grid Security

        - Innovation, Data, and Commerce
        - Oversight and Investigations
    - Select Committee on the Strategic Competition Between the U.S. and the Chinese Communist Party
- Rep. Gus Bilirakis
    - House Energy and Commerce Committee
    - Innovation, Data and Commerce Subcommittee – Chairman
    - Health Subcommittee and the Communications & Technology Subcommittee
- Rep. Laurel Lee
    - Committee on Homeland Security
        - Subcommittee on Cybersecurity and Infrastructure Protection
        - Subcommittee on Transportation and Maritime Security
    - Committee on House Administration
        - Subcommittee on Elections
    - Committee on the Judiciary
        - Subcommittee on Courts, Intellectual Property, and the Internet
        - Subcommittee on Responsiveness and Accountability to Oversight
        - Subcommittee on Crime and Federal Government Surveillance
- Rep. Scott Franklin
    - House Committee on Appropriations
        - Subcommittee on Agriculture, Rural Development, Food and Drug Administration
        - Subcommittee on Military Construction and Veterans Affairs
        - Subcommittee on Legislative Branch
    - House Committee on Science, Space, and Technology
        - Subcommittee on Research and Technology
    - House Committee on Veterans' Affairs
        - Subcommittee on Economic Opportunity
        - Subcommittee on Disability Assistance and Memorial Affairs
- Rep. Aaron Bean
    - Committee on Education and Workforce
        - Chairman of the Early Childhood, Elementary, and Secondary Education Subcommittee
        - Health, Employment, Labor, and Pensions Subcommittee
    - Committee on Transportation and Infrastructure
        - Aviation Subcommittee
        - Coast Guard and Maritime Transportation Subcommittee
        - Highways and Transit Subcommittee
    - Committee on Small Business
        - Contracting and Infrastructure Subcommittee
        - Oversight, Investigations, and Regulations Subcommittee
- Rep. Neal Dunn
    - House Committee on Energy and Commerce
        - Subcommittee on Health

        - Subcommittee on Innovation, Data, and Commerce
        - Subcommittee on Communications and Technology
    - House Select Committee on the Strategic Competition between the U.S. and the Chinese Communist Party
- Rep. John Rutherford
    - House Committee on Appropriations
        - Subcommittee on Homeland Security
        - Subcommittee on Military Construction, Veterans Affairs and Related Agencies
        - Subcommittee on Transportation, Housing and Urban Development
    - House Committee on Ethics
        - Investigative Subcommittee

Key federal agencies:

- Federal Emergency Management Agency (FEMA)
- U.S. Department of Housing and Urban Development (HUD)
- Army Corps of Engineers
- National Oceanic and Atmospheric Administration (NOAA)
- Fish and Wildlife Service
- Department of Transportation
- Environmental Protection Agency

C. Work Related to the City St. Pete Beach's Interests

Shumaker Advisors' proven ability to deliver results for St. Pete Beach is demonstrated by our successful outcomes with similar clients and projects aligned with your priorities and key agencies. In Congress, we have collaborated with the Army Corps of Engineers to secure funding for resilient infrastructure, shoreline protection, coastline erosion mitigation, beach renourishment, and sea-level rise solutions.

At the state level, we've partnered with Florida Power & Light (FPL) to advance electrical utility undergrounding and reliability and have contributed to the Congressional Flood Insurance Task Force to address essential property and flood insurance challenges. Leveraging Jim Taylor's extensive local government expertise, we've successfully led efforts to improve building standards, codes, certification requirements, and zoning regulations. Additionally, our team has demonstrated expertise in emergency management by guiding clients through comprehensive planning, preparation, response, and recovery efforts.

Below, you'll find a detailed breakdown of some of our key accomplishments in securing funding and support for clients with priorities and agency alignments similar to yours.

City of Gulfport - Sanitary Sewers Project

- Advisors were successful in continuing efforts from previous years for the City of Gulfport by obtaining a $1 million appropriation for itsSanitary Sewers Project. The installation

reduces inflow and infiltration of groundwater and surface water runoff, improves wastewater collection capacity, and prevents sanitary sewer overflows, thus preventing wet weather events from having adverse effects on residents of Gulfport and increasing the City's overall utility infrastructure efficiency for years to come.

City of Gulfport - 58th Street Roadway Improvement

- The $1.2 million secured for roadway safety upgrades highlights Shumaker Advisors' role in improving the resilience of transportation infrastructure to better withstand storm intensification and other environmental hazards. In addition, strategic sidewalk improvements increase mobility options along the corridor. Shumaker Advisors leveraged relationships with Senator Ed Hooper and Representative Adam Anderson to obtain funding for the City.

City of Madeira Beach - Seawall Replacement Project

- Through the acquisition of $100,000 in state funding, Shumaker helped Madeira Beach strengthen its seawalls, which are vital for protecting against flooding from storms and rising sea levels. This project supports water resource protection by reducing flood risks, benefiting both the local environment and economy.

City of Madeira Beach - John's Pass Dredging

- Our team assisted Madeira Beach in securing $1,556,000 to complete the dredging of John's Pass, enhancing navigation safety and supporting tourism and economic activity in the region.

City of Oldsmar - St. Petersburg Complete Streets Project

- Shumaker Advisors $1 million appropriation from the state for the City of Oldsmar's construction of a roundabout at the intersection of St. Petersburg Drive and Bayview Boulevard to calm traffic, increase safety and efficiency, and provide access to the Community Redevelopment Area. The existing intersection was the site of a recent fatal child-pedestrian accident. The replacement of this intersection with a roundabout, utilizing funds obtained by Shumaker Advisors, makes the area safer for all residents, including those attending the elementary school two blocks away.

City of Pensacola - Veterans Memorial Park

- Working alongside another firm, Shumaker Advisors helped secure $750,000 in funding for improvements to the Veterans Memorial Park in Pensacola. Funds supported the construction of a permanent 1,750 square-foot, single-story facility to house restrooms and an education center at Veterans Memorial Park, which directly contribute to the health, wellness, and healing that the park provides by accommodating the on-site needs of visitors.

City of Pensacola - Escambia County Gun Violence Reduction

- Shumaker Advisors worked collaboratively to secure more than $1.5 million in total funding for the City of Pensacola in 2023. $850,000 of this funding sought to mitigate

gun violence by providing deputies and participating agencies real-time gunfire intelligence data. The goals are to dispatch law enforcement to precise gunfire locations, increase law enforcement response time, and increase law enforcement and public safety.

City of Pensacola - Live Local Pensacola Legacy Baptist Campus

- Shumaker helped secure $7 million for an innovative workforce housing project that benefits military families, hometown heroes, and the local workforce. This directly addresses the shortage of affordable housing, supporting workforce development and economic sustainability in a growing region. As part of this project, our team supported funding that specifically includes military and workforce housing, ensuring that our military personnel have access to affordable housing and services. This directly supports Florida's military infrastructure and veteran-related issues, contributing to long-term military readiness and community stability.

City of Pensacola - Pensacola International Airport Passenger Terminal Building Expansion & Renewal

- Funded at $5 million in the FY 2024-2025 state budget, the Pensacola International Airport Terminal Expansion and Renewal project will revitalize the airport and ensure it can properly serve the more than three million passengers that travel through it annually. The City of Pensacola is initiating a $225 million Airport Modernization and Expansion Program aimed at enhancing both capacity and passenger level of service. Central to the program is a $90 million Passenger Terminal Expansion that will add 5 gates and more than double space for the Security Checkpoint. Funding obtained by Shumaker Advisors from the state will be instrumental in completing this major project.

City of Pensacola – Hurricane Sally Recovery

- In 2023, working closely with the City, Shumaker Advisors assisted with the strategy to secure over $50,000,000 in Hurricane Sally grants through the Department of Economic Opportunity.
    - City of Pensacola ($39,686,539.86) – to facilitate a stormwater infrastructure project at Hollice T. Williams Park to improve water quality and reduce stormwater in the area, to repair infrastructure at the Port of Pensacola, and to repair and improve infrastructure at the Fricker Center.
    - City of Pensacola ($10,000,000) – to acquire, prepare, and rehabilitate a targeted property at West Cervantes and North Pace Boulevard and complete a project at Baptist Hospital.
    - City of Pensacola ($5,861,500) – The Rebuild Florida HRRP for Hurricane Sally is designed to provide funding for local governments to rebuild, replace or repair homes that were damaged by Hurricane Sally, helping impacted Floridians return to decent, safe, and sanitary homes.

City of St. Pete Beach - Fire Station 22 Project

- After being vetoed for FY 2022-2023, Shumaker Advisors was successful in obtaining $2 million in state funding through the Department of Financial Services for the City of St. Pete Beach's Fire Station 22 for FY 2023-2024. The project will allow the City to perform a complete demolition and reconstruction of Fire Station 22 and the installation of a baby box serving the City of St. Pete's historic Pass-a-Grille beach district and surrounding locations.

City of St. Pete Beach – Jobs Growth Grant Fund

- To finalize the overhaul of St. Pete Beach's wastewater system and restore the capacity for hotel and lodging expansion, Shumaker Advisors acquired a $2 million grant for the Authority in 2021.

City of St. Pete Beach – Coastal Resiliency Project

- Shumaker Advisors secured $1.65 million through the 2022 state budgeting process, implementing the first-ever holistic coastal resiliency project in the area. This project addressed rainwater threats, tidal flooding, and sea-level rise.

City of Treasure Island – Sewer Lift Station Rehabilitation

- Our team secured $350,000 in state funds for the rehabilitation of critical sewer lift stations. These upgrades have improved wastewater management and reduced the risk of environmental contamination.

City of Treasure Island – Curb and Roadway Improvements

- Secured $900,000 to support curb and roadway enhancements in the City of Treasure Island, improving safety, accessibility, and overall infrastructure longevity.

City of Treasure Island - Master Pump Station Project

- Both serving to strengthen the infrastructure of one of Florida's barrier islands, Shumaker Advisors obtained two sizeable allocations within the state budget for the City of Treasure Island amounting to around $1,500,000 in funds. Specifically, the funds will allow the municipality to reconstruct and elevate the City's master wastewater pump station to achieve increased hardening and resiliency for the barrier island's most critical asset and reduce inflow and infiltration into the wastewater collection system via lining.

City of Treasure Island - Wastewater Collection System Lining Project

- In 2021, Shumaker Advisors helped secure $1.495 million from the Resilient Florida Grant Program for the Treasure Island living shoreline and resiliency project. These efforts will reduce inflow and infiltration into the wastewater collection system.

Jackson County - Conference Center

- Shumaker Advisors was successful in obtaining $1 million for Jackson County to renovate an existing building to better serve the needs of the county. Using state funding, Jackson County will be able to establish a state-of-the-art conference center space for organizations and individuals to host various types of events and gatherings. The center will serve to unite the community by bringing people together to work on wider community projects, encourage creativity and culture, share valuable community information, and offer educational activities.

Jackson County - Marianna Airport Crosswind Runway Rehabilitation

- Jackson County and the City of Marianna received $500,000 in state funds to add a crosswind runway at the Marianna Airport as a result of lobbying efforts by Shumaker Advisors in 2023. The airport improvements will allow for increased airport runway traffic as the airport will not have to divert aircraft in the event of bad weather, promoting economic development, tourism, and commerce.

Jackson County - Endeavor Conference Center Phase 2

- In 2024, Shumaker Advisors obtained $500,000 in state appropriations funding that will contribute to the renovation of Jackson County's Endeavor Convention Center. The county has put funds aside for the past 20 years specifically for this project, and the state funding will remove some of the financial burden for them as they work to create a premier event space in Jackson County. Additionally, the funding will allow the county to preserve the historic gymnasium space in the convention center. To successfully secure this appropriation, Shumaker Advisor Alan Suskey worked closely with Senator Jay Trumbull, Representative Shane Abbott, and Florida Commerce.

Town of Redington Beach - Roadway Resurfacing Project

- The Town of Redington Beach has invested significant funds into stormwater management in recent years, leaving their funding depleted and their roadways in need of major repairs. Working alongside Senator Nick DiCeglie and Representative Linda Chaney, Shumaker Advisors was able to secure $750,000 for the Town to complete needed upgrades to their roadways that will complete the process to allow the town to have a seamless stormwater management system.

Escambia County

- Shumaker Advisors partnered with Escambia County and the Pensacola and Perdido Bays Estuary Program (PPBEP) to secure the Pensacola and Perdido Bays Estuary of National Significance Act, designating the Bays as Estuaries of National Significance. This designation unlocks federal funding through the EPA's National Estuary Program to enhance water quality, protect habitats, and support the regional economy.

Madeira Beach - Beach Groin Replacement

- Shumaker Advisors secured $500,000 to install groins for preservation of existing beach sand along Madeira Beach. This reduced the need for re-nourishment dollars after naturally occurring sedimentation eroded existing beach.

City of Oldsmar - Douglas Road Improvements Phase 2

- Shumaker Advisors obtained $1.5 million for Reconstructing Douglas Road in Cypress Lakes ingIndustrial Park, the third largest industrial park in Pinellas County (also serves Hillsborough County). This resulted in vastly improved and safer connectivity via ingress, egress, and travel for the 6,500 ADT to the 530 park businesses. Phase 2 Improvements, from Stevens Road to Race Track Road, included road reconstruction, widening with a center turn lane, culvert installation for improved drainage, landscaping, lighting, benches, sidewalk, and signage.

City of Oldsmar – Douglas Road Improvements

- Douglas Road services the Cypress Lakes Industrial Park, which is the third-largest industrial park in Pinellas County and houses 530 park businesses. These businesses accrue an average of 6,500 daily trips, and improvements to Douglas Road made possible by Shumaker Advisors state lobbying service's acquisition of $3 million in state funding over the past three legislative sessions greatly improved mobility, safety, and connectivity for vehicles and pedestrians alike.

Gracepoint Wellness - Baker Act Bed Funding

- Gracepoint is a private nonprofit behavioral health center providing vital mental health services to the greater Tampa Bay Community for over 70 years. As part of their services, Gracepoint is home to the largest crisis stabilization patient unit in the State of Florida. Nonetheless, a critical shortage of psychiatric beds for women in Tampa Bay has led to a significantly underserved patient community. Shumaker Advisors represented Gracepoint to secure a federal appropriation of $2 million for the construction of a twenty-four-bed psychiatric hospital for women, which was constructed on the Gracepoint campus in 2022.

Hillsborough County School Board - Tinker School

- The Hillsborough County School District (HCSD) is the seventh-largest school district in the nation and is responsible for the public school facility located on MacDill Air Force Base, known as The Tinker School. Tinker requires major upgrades and repairs totaling $16 million. Shumaker Advisors represented HCSD to obtain an increased level of funding of $300 million in the House Defense Appropriations Bill for FY2022 to provide for Tinker and other similarly situated schools.

Pinellas Suncoast Transit Authority (PSTA) - Central Avenue Bus Rapid Transit (BRT) line

- During the 2015 budget session, PSTA requested a $1 million appropriation to assist in the establishment of the Central Avenue BRT line. This funding was the number one priority of the authority during the session and would connect downtown St. Petersburg

to the beaches. Shumaker Advisors was hired as a subcontractor during the session to assist in convincing the local delegation and legislative leaders of the need for this project. After much discussion with FDOT, PSTA staff, and legislative leaders, we developed a strategy for FDOT to fund the request internally, thereby avoiding any conflict with the Governor's Office. FDOT has since funded the project, and the BRT line was established. During the 2017 session, Shumaker Advisors secured $1 million for the authority to begin the planning and development of a long-planned Clearwater transportation project.

Clearwater Marine Aquarium – Manatee Rehabilitation Exhibit

- On behalf of the Clearwater Marine Aquarium (CMA), Shumaker Advisors worked with the state to create and fund the CMA's Manatee Rehabilitation Exhibit. Advisors obtained $3.5 million in funds to support the development of the manatee rehabilitation facility at CMA. This facility expanded the CMA's tourism and improved ocean literacy for local and out-of-town visitors. These funds created new jobs, educated the public, rehabilitated marine life, and boosted the economy.

C. Insurance Requirements, Bonding, and Statement of Insurance

Identify Claims

Like all law firms, the firm may be subject to professional liability claims in its normal course of business. Claims and their outcomes are considered confidential. Questions or further inquiries may be directed to the firm's General Counsel.

Statement of Assurance

The firm's attorneys comply with all applicable ethics opinions and bar rules in the jurisdiction the attorneys practice.

Bonding

There are no claims to report, and Shumaker Advisors complies with any applicable bond requirements.

4. ADVOCACY AND SUPPORT APPROACH

Shumaker Advisors' previous experience and ongoing work give us a clear, complete understanding of the City of St. Pete Beach's priorities, interests, brand, and image. This insight, coupled with our background in important areas such as building standards; certification requirements; and emergency management planning, preparation, response, and recovery, make us the ideal government relations firm to serve the City of St. Pete Beach's needs..

At the start of our renewed engagement period, Shumaker Advisors will meet with the City of St. Pete Beach to develop an advocacy plan. This plan can include, but is not limited to, the following:

- Developing and executing a legislative plan with priorities that may include the following::

    - Septic to sewer conversion, infrastructure improvements, sidewalk extensions, fire station rebuilds, etc.
    - Applying for competitive agency and department grants, e.g.:
        - Florida Job Growth Grant Fund, Federal DOT SMART Grant, Federal DOT RAISE Grant, Congressional Community Projects, etc.
- Identifying funding sources and the state and federal levels of government and creating plans to secure that funding
    - Adhering with funding deadline and important dates set forth in the state legislative calendar, as follows:
        - Contract execution - Feb. 15: Project identification, House and Senate form completion, and House and Senate member submission of projects.
        - Feb. 15 - March 31: Meetings with House and Senate appropriations leaders on projects
        - April 1: Approximate date for House and Senate chair drafts to be published
        - April 15: Approximate completion of House and Senate budget process
        - April 21: Approximate start of Budget Conference between House and Senate
        - May 2: Sine Die - budget conference must be completed and final budget voted on
        - May 2 - July 1: EOG meetings to justify projects and answer any necessary questions to push priorities forward
        - July 1 and Ongoing: Agency work for contract execution and project implementation
- Creating plans to meet with relevant elected officials (including key legislators and the Governor's office), committee members, state agency officials, and other decision makers relevant to the City's interests, e.g.:
    - Fly-ins to Tallahassee and Washington, D.C. to meet with state and federal decision makers
    - National and Florida League of City days on CapitolHill
    - Zoom meetings with congressional and legislative leaders
- Working with city communications teams for marketing campaigns, social media posts, and/or print media opportunities
- Gathering letters of support from community leaders and constituents
- Establishing a regular meeting schedule with the City Commissioners and City Manager to provide updates on the progress of legislation, as well as regulatory and appropriations actions, that may affect the City and adjust priorities, if necessary

Leveraging our experience, connections, and familiarity with the City's priorities, we are confident that Shumaker Advisors will continue to serve as a high-quality, dependable partner to the City of St. Pete Beach.

5. FEE

For monthly state lobbying services as outlined in the proposal, Shumaker Advisors proposes a monthly fee of $5,000 for state advocacy services and $4,000 for federal advocacy services to cover all services within the scope of services.

For a 12 month duration of the contract, the total fee for both state and federal services would be $108,000. This fee reflects our dedication to providing exceptional advocacy services tailored to the needs of the City of St. Pete Beach.

6. FORMS

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

State Lobbyist

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and Shumaker Advisors FL, LLC. (hereinafter "Contractor"). The City and Contractor together shall be referred to as the "parties."

WHEREAS, The City properly issued a Request for Bids, attached and incorporated hereto as Exhibit "B" and the City Commission authorized the selection of Contractor at its [Insert Date] public hearing.

WHEREAS, City desires to purchase from Contractor the services described in this Agreement.

WHEREAS, Contractor is in the business of providing the services described herein, and has submitted an appropriate proposal to the City to provide the same.

WHEREAS, this Agreement has been properly approved by the appropriate authority of the City and the Contractor.

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

2. Public Records. The Contractor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**

3. Employment Eligibility. The Contractor shall comply with all local, state and federal directives, orders and law as applicable to the contract. Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system under 448.095, Fla. Stat.

a. Contractor agrees to comply with all applicable portions of Fla. Stat. 448.095.

Contractor must use the U.S. Department of Homeland Security's E-Verify System, https://e-verify.uscis.gov/emp to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Agreement.

b. Subcontractors (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement; (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095; (iii) Contractor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.

c. Contractor must provide evidence of compliance with Fla. Stat. 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notices of Contractor's E-Verify number.

d. Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs, if necessary. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public agreement for a period of one (1) year after date of termination.

4. Scope of Services. The Contractor must perform all work for the City required by the contract documents as set forth below:

   a. Contractor will furnish all labor, materials, and equipment necessary as indicated in the Request for Bids (Exhibit B) in the amount of $5,000.00 per month.

   b. Contractor must comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein. The Contractor further warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the contract.

5. Completion Date. Contractor shall provide the services, described herein to be completed within the first 12 months of the agreement.

6. Term. This Agreement will remain in effect for a period of (3) three years with (2) two, (1) one year extensions from the Effective Date.

7. Effective date. The "Effective Date" of this Agreement shall be the date this Agreement

has been executed by all parties.

8. Termination.

a. This Agreement may be terminated by the City when:
   1. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
   2. Sub-standard or non-performance of Agreement.
   3. The City wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the Contractor.

b. The Agreement may be terminated by the contractor when:
   1. The Contractor wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the City.
   2. In case the City terminates, Contractor shall be entitled to the prorated amount compensation in Exhibit B for services for services performed up until the ., .

9. Fiscal Non-funding. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Contractor.

10. Non-Exclusivity. Contractor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services that are subject to this Agreement.

11. Compensation. Upon Contractor's satisfactory full performance of the services or in accordance with the payment schedule provided in the attached proposal, City shall pay Contractor, as full consideration for services provided in this Agreement and more specifically in Exhibit B.

12. Insurance. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than $1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Contractor and all of Contractor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Contractor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of $100,000.00 per accident or occurrence. Contractor shall present City with a certificate for all the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City.

The Contractor waives all rights against the City, its consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City

shall require of the Contractor, Contractor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

13. Indemnification. In consideration of the payment of ten dollars as part of the compensation described herein, Contractor shall indemnify, defend and hold the City harmless for itself, its past/present/future elected and appointed officials, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, liability or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not, and in connection with violations of copyrighted or trademarked materials used by Contractor, loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. In any and all claims against the City, or any of their agents or employees by any employee of the Contractor any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph is not limited in any way by any limitation in this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing contained herein is intended nor may it be construed, to waive City's rights and immunities under the common low or Section 768.28, Florida Statutes, as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Agreement may be retained by the City until all of the City's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld is not subject to payment of interest by the City. The above provisions will survive the termination or expiration of this Agreement and will pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

14. Discriminatory Vendor List. Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134 (1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287-134 (2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to a public entity; may not submit a bid or proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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."

15. Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement will be those of Contractor, which policies of Contractor will not conflict with City, State, or United States policies, rules, or regulations relating to the use of Contractor's funds provided for herein. The contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in it business, and that it will utilize a high level of skill necessary to perform the work. This Agreement must not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

16. Audit Rights. The City reserves the right to audit the records of the Contractor for the commodities and/or serves provided under the contract at any time during the performance and term of the contract and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor must allow the City to inspect, examine and review the records of the Contractor in relation to this Agreement at any an all times during normal business hours during the term of the Agreement.

17. Exhibits. The following Exhibits shall be attached, incorporated, and made a part of this Agreement:
    a. Florida public records law (Exhibit "A")
    b. Request for Bid (Exhibit "B")
    c. Vendor Proposal (Exhibit C)

18. Notices. All notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

As to Contractor:
Shumaker Advisors FL, LLC
101 E Kennedy Avenue
Suite 2800
Tampa, FL 33602

With Copy To:
RChristaldi@slk-law.com

As to City:
City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

With Copy To:
cityattorney@stpetebeach.org

19. Conflicts and Severability. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict. If any section, part of section, paragraph, clause, phrase, or word of this Agreement is declared invalid, the remaining provisions of this Agreement shall not be affected.

20. Amendments. This document and exhibits embody the entire Agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the parties. This Agreement may be amended or modified only in writing signed by all parties hereto.

21. Jurisdiction, Venue, Attorney Fees. This Agreement shall be governed and construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorney's fees incurred through all appellate proceedings.

22. **Force Majeure.** The City reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

23. **No coercion for labor or services ("Human Trafficking") Sworn Statement.** Pursuant to Sections 787.06(13), Florida Statues (2024), the Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows: "Coercion" means:

a. Using or threatening to use physical force against any person.
b. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will,
c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for a debt, if the value of the labor or services are reasonably assessed is not applied toward the liquidation of the debt, the length of nature of the labor or services are not respectively limited and defined;
d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
e. Causing or threatening to cause financial harm to any person;
f. Enticing or luring any person by fraud or deceit, or
g. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

Pursuant to Sections 787.06 and 92.525, Fl. Stat., and under penalties of perjury, Contractor declares that Contractor has read the foregoing including sworn statement that the Contractor sears under penalty of perjury that the Contractor does not use coercion for labor or services ("Human Trafficking") and the facts state in it are true

24. Assignment. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Contractor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.

25. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

26. Authority. Contractor hereby acknowledges that the person executing this Agreement on behalf of Contractor has the full authority to do so and to bind Contractor to the terms hereof.

27. Entitlement To Reasonable Attorney's Fees and Expenses. If any party brings an action to enforce the terms of this Agreement, or declare rights hereunder, the prevailing party in such action, including any and all appeals or petitions thereform, shall be entitled to its reasonable attorney's fees and expenses, to be paid by the other party.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year set forth below.

Shumaker Advisors FL, LLC.

Signature: _____

By: Ronald A. Christaldi

Its: President and Chief Executive Officer

Date: 2/7/25

City of St. Pete Beach:

Signature: _____

By: Frances Robustelli

Its: City Manager

Date: 4/8/2025

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Ralf Brooks (Apr 9, 2025 14:43 EDT)

Ralf Brooks
City Attorney

ATTEST:

~~Amber LaRowe~~
ACTING City Clerk

Shumaker Advisors_State Lobbyist

Final Audit Report 2025-04-09

Created:	2025-04-09
By:	Ariana Wilson-Romo (awilson@stpetebeach.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9VVJi2Ybebz1m3XwD5W03Z6v8gRN4e7h

"Shumaker Advisors_State Lobbyist" History

Document created by Ariana Wilson-Romo (awilson@stpetebeach.org)
2025-04-09 - 6:48:09 PM GMT

Document emailed to Ralf Brookes (ralfbrookes@gmail.com) for signature
2025-04-09 - 6:48:21 PM GMT

Email viewed by Ralf Brookes (ralfbrookes@gmail.com)
2025-04-09 - 6:49:15 PM GMT

Document e-signed by Ralf Brookes (ralfbrookes@gmail.com)
Signature Date: 2025-04-09 - 6:49:34 PM GMT - Time Source: server

Agreement completed.
2025-04-09 - 6:49:34 PM GMT

EXHIBIT "A"

Florida Public Records Law

119.0701 Contracts; public records; request for contractor records; civil action.

(1) DEFINITIONS. —For purposes of this section, the term:

(a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) CONTRACT REQUIREMENTS. —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency's custodian of public records in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.

3. 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 contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

EXHIBIT "B"

(Place Request for Bid behind this page)

St. Pete Beach

The Sunset Capital of Florida

City of St Pete Beach
Request for Proposals

Federal Lobbyist

Proposals due on or before
1/07/2024 at 9:00 AM
EST(Deadline) City Hall, St. Pete Beach, FL

I. CONTENTS

I. CONTENTS 2
II. CONTRACTOR'S PROPOSAL SUBMITTAL 3
III. FEE SCHEDULE 4
IV. GENERAL CONTRACT TERMS 5
V. REFERENCES & MINIMUM QUALIFICATIONS 24
VI. PUBLIC ENTITY CRIMINAL AFFIDAVIT 25
VII. NON-COLLUSION AFFADAVIT 27
VIII. SPECIFICATIONS 28
IX. SAMPLE AGREEMENT 29

Event	Date	Time
Publication of Bid	12/04/2024	8:00 AM
Pre-Bid Meeting **(MANDATORY)**	12/12/2024	1:00 PM
Deadline for Question Submission	12/20/2024	10:00 AM
Bid Receiving Deadline	01/07/2025	9:00 AM
Bid Opening	01/07/2025	10:30 AM

II. CONTRACTOR'S PROPOSAL SUBMITTAL

The company that is submitting a proposal declares that it has extensive experience in **Federal Lobbying**.

The undersigned, as Proposer, hereby declares that the only person or persons interested in the Proposal as principal or principals are named herein, and that no person other than herein mentioned has any interest in the Proposal or in the Agreement to be entered into; that this Proposal or Agreement is made without connection with any other person, company, or parties making a Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Proposer further declares that they have examined the site of the work and informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that they have examined the Plans and Specifications for the work and Contract Documents relative thereto, and have read all special provisions furnished prior to the opening of proposals; and that they have satisfied themselves relative to the materials to be supplied and work to be performed.

The Proposer proposes and agrees, if the Proposal is accepted, to contract with the City of St. Pete Beach, Florida, in the form of an Agreement specified for **"Federal Lobbying"** in St. Pete Beach, Florida, 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 St. Pete Beach, Florida.

The successful Proposer shall be required to utilize the template Agreement in this Request for Proposals (RFP) and any questions regarding the Agreement must be addressed during the RFP process before submittal. The City reserves the right to respond or not respond to questions in the form of an addendum.

The Proposer proposes to furnish all materials, equipment, labor, and perform the work submitted in their proposal schedule for the City of St. Pete Beach **"Federal Lobbying".**

COMPANY: _____ DATE: _____

ADDRESS: _____ PHONE: _____

PROPOSER: _____ NAME: _____
(SIGNATURE) *(PRINT NAME & TITLE)*

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of ☐ physical presence or ☐ online notarization**, this _____ day of _____, 2025, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

_____
Notary Public – State of Florida

_____
(Print, Type, Stamp, or Commissioned
Name of Notary Public)

SUBMIT PROPOSAL TO:

OFFICE OF THE CITY CLERK, CITY OF ST. PETE BEACH
155 COREY AVENUE, ST. PETE BEACH, FLORIDA 33706

IV. GENERAL CONTRACT TERMS

REQUEST FOR PROPOSALS

The City of St. Pete Beach is issuing a Request for Proposals (RFP) to solicit a qualifies state lobbyist firm(s) that can successfully represent our community's interest and serve as our advocate with the State government and across the west coast Florida Region.

REQUEST FOR PROPOSAL SUMMARY

The City of St. Pete Beach located on the west coast of the State of Florida. Known for its white sand beaches and beautiful sunsets, invites proposals from qualified State lobbyists to advocate for our community's interest and to address pressing legislative, funding and administrative requirements. The City us part of the barrier islands that cascade down the central west Florida coastline. The City is located just west of the City of St. Petersburg, Florida and is a thriving and vibrant community that faces the combined threats of sea-level rise and increasingly more severe and frequent storms. With a population of approximately 8500 residents, our city faces significant challenges, primarily flooding, coastal erosion, traffic congestion and street safety. The City has 3 ingress and 3 egress roads to and from the City, the community relies daily and during emergencies on the well-functioning roads and associate intersections and bridges.

It is within this dynamic contest that the City of St. Pete Beach seeks a skilled and dedicated State regional lobbyist firm(s) to advocate for our community's unique priorities and foster collaborative solutions to enhance the resilience and wellobeing of all residents of St. Pete Beach

The lobbyist firm will work with th e City Manager and/or designee to identify and represent legislative coordination and funding priorities for the City. As directed by the City Manager and State officials and legislators.

The City requires services with an emphasis on producing measurable results in achieving stat funding and/or legislative and executive action favorable or protective to the City. The City sees a well-informed lobbyist firm, capable of providing timely and frequent information to the City on the interests, priorities, and other issues and decision (listed below) at the State level that may affect the City. The successful fir will have a strong background on issues for importance to the City and will be ale to demonstrated unique relationships with members of the Legislature and others representing the City.

The lobbyist firm will agree to be always available upon reasonable request to meet with the City Commission, City staff, and others as specified to perform the responsibilities assigned. To attend meetings, represent the interest of the City, and act as liaison between the City and all branches, departments, and agencies of the State government, at any legislative committee meeting or meetings wit the Governor, or Department of State agencies, as well as regional agencies, universities, school board and federal-related agencies, if necessary, on matters under the scope of this Request for Proposal (RFP). It is expected that the successful firm will review and understand the Agendas of the House and Senate leaders to assist the City to strategically seek Monetary funds and policy change.

Although legal opinions are not required as a part of the firms responsibilities, the City will expect the firm to understand applicable laws and proposals under consideration by the administrative agencies or the Legislators or their committees, and the firm shall be expected to have the ability to interpret legal implications and advise the City accordingly.

The lobbyist firm is also expected to monitor proposals and activities in meetings regarding State administrative agency hearings. This would include a review of the agendas and providing notification to the City as pertinent issues arise. The firm would also be expected to report the outcome of such meetings within two (2) business days. The firm(s) should be prepared to lobby committee members prior to and during these meetings to accomplish the City's desired positions.

The Scope of Services to be provided to the City shall include:

a. Collaborate with City Officials and subject matter experts to develop and execute a recurring and annual State legislative action plan to represent and support the City of St. Pete beaches priorities and interest with key State Legislators, relevant committee chairs and influential legislators, relevant State agencies, related organizations, and the Governor's office.
b. Facilitate regular meetings with key Stat legislators, the Governor's office, and State agency officials to strengthen relationships and maintain support for the City's current and project priorities and interest.
c. Provide consultation and advice to the City in identifying, defining, and pursuing its annual State legislation and appropriations requirement and requests.
d. Provide expertise and help outline the City's tactics and techniques to implement the pursuit of its annual State legislation and appropriations requests in a professional and image conscious manner.
e. Assist the City in developing and submitting convincing, accurate and timely State legislative request documents and related communications. Ensure items are introduced and presented to the City's representatives and key State leadership early in the legislative process and at critical timelines throughout the legislative session.
f. Facilitate, coach and prepare the City for meetings and communications with relevant State legislators , their staff, committee members and leadership to effectively guide Village legislative request throughout the State legislative session.
g. Represent and advocate for the City's priorities and interest throughout the year by collaborating with key State legislators and State agency staff. Particularly focus efforts during the state legislative session to facilitate access and influence on desired outcomes for the City.
h. Monitor and provide regular updates on the progress of State legislation, regulatory and appropriations actions that may affect the City's priorities and interest. Inform and assist the City in making necessary tactical or technical moves and/or changes to in fluence desired outcomes for the City of St. Pete Beach.
i. Provide general advice, suggested strategies, and research relating to issues important to the City of St. Pete each's State level legislation, regulatory and appropriations priorities and interest.
j. Facilitate programmatic, grant, and technical support coordination with relevant State agencies.
k. Seek and coordinate grant funding opportunities applicable to the City. This includes identifying relevant State grant programs and advocating for the City's eligibility and alignment with grant criteria.

TOPICS OF INTEREST

a. Traffic and multi-model mobility and safety.
b. Resilient infrastructure
c. Shoreline and storm protection
d. Coastline erosion and environmental protection
e. Beach renourishment
f. Sea-level rise.
g. Flooding
h. Stormwater Systems

i. Water quality
j. Electrical utility undergrounding and reliability
k. Property insurance
l. Flood insurance
m. Condominium associations regulations
n. Building standards, cod and certification requirements
o. Zoning codes
p. Golf carts
q. Seniors and special needs programming
r. Emergency management planning, preparation, response, and recovery
s. Retention of home rule powers

AGENCIES OF INTEREST

Given the City's priorities and interests, it is critical for the City leadership and its State legislative representatives to for strong relationships with the following State leaders organizations, and agencies:

a. State House of Representatives and Relevant Committees
b. State Senate and Relevant Committees
c. Governor's Office and Relevant Offices
d. Florida Department of Environmental Protection
e. Florida Division of Emergency Management
f. Florida Department of Transportation

PROPOSAL SUBMITTALS

Proposal documents must include a signed/notarized Contractor's Proposal Submittal (Page 3), Fee Schedule, References, Contractor's license and insurance certificates, and Public Entity Criminal Affidavit. Bidders are required to submit electronically through online platforms Bonfire or DemandStar.

Proposal documents must include all items listed under the Proposal Submittal Instructions section of this RFP.

Proposals submitted to this address are time-stamped and any electronic proposal that is submitted and time-stamped after the deadline will not be accepted. Proposals submitted via this website will remain inaccessible until the time of the opening. Proposers cannot see the proposals submitted by other Proposers.

Clearly marked as: **"Federal Lobbyist"**

PROPOSER INFORMATION

All prospective Proposers must contact the City's Procurement Manager, in writing via e-mail **(jtaylor@stpetebeach.org)**, with their intention to submit, along with their company name and contact information at least ten (10) business days before the proposal submittal deadline. The City is not responsible for any Addendums or other supplementary information that is not received due to non-submittal of the aforementioned information. Please refer back to the city website (http://www.stpetebeach.org/news-and-links/city-projects.html) for additional project information as it becomes available. The City reserves the right to decide whether to answer addendums or not. The City is

not required to provide any additional information.

MANDATORY PRE-PROPOSAL MEETING

A mandatory pre-proposal meeting will be held on **12/12/2024 at 1:00 PM EST** via Microsoft Teams conference/Teleconference. Please contact the City's Procurement Manager (jtaylor@stpetebeach.org) (email only) for a meeting invitation and Microsoft Teams Meeting instructions.

BID DUE DATE

All bids are due to be complete and uploaded in to either Bonfire or DemandStar, no lager than January 07, 2024 by 9:00 AM EST.

CONTACT INFORMATION

Procurement Manager - John Taylor
Mailing Address - 155 Corey Avenue, St. Pete Beach, Florida 33706
Office Phone - (727) 363-9279
E-mail - jtaylor@stpetebeach.org

SUBMISSION OF PROPOSALS

Proposers should follow the format specified in this RFP and structure their responses to follow the sequence of the Proposal Submittal Instructions when submitting a proposal. An Evaluation Committee will evaluate the proposals received based on responsiveness to the evaluation criteria below and price information provided on the fee schedule.

Proposer is advised that exceptions to any of the terms contained in this RFP or the service agreement must be identified in its response to the RFP. Failure to do so may lead the city to declare any such term non-negotiable. The proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

EVALUATION CRITERIA

The evaluation criteria define the factors that will be used by an Evaluation Committee to evaluate responsible and qualified proposals. Proposers shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate their proposals. The contract will be awarded to the proposer who is determined to be the most advantageous for the City.

The following criteria, in order of priority, will be considered in the evaluation of the proposal:

a. Firm(s)'s financial and administrative qualifications
b. Availability-the firm(s)'s current workload and potential conflict of interest
c. Knowledge and relationships at the State level and in Central Florida
d. Relevant access and influence
e. Experience and demonstrated success
f. Expertise
g. Advocacy and support approach
h. Consciousness of St. Pete Beach priorities, interests, brand, and image
i. Proposal Cost

PROPOSAL SUBMITTAL INSTRUCTIONS

Proposals shall include the following:

- A signed and notarized Proposer's Contract Proposal.
- A completed Fee Schedule. Note any exceptions.
- Current proof of insurance certificate.
- A letter from the surety company stating the contractor is bondable up to $10,000.00 and upon activation following a disaster event a performance bond will be issued.
- A list of references and minimum qualifications as outlined in Section V.
- Electronic submittals only via Bonfire or DemandStar

WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS

No oral interpretations will be made to any firms as to the meaning of the scope of work or any other contract documents included in this **RFP.** All questions pertaining to the terms and conditions or scope of work of this Request for Proposal **(RFP)** must be sent in writing (e-mail is acceptable) to the City Procurement Manager and shall be received no later than **10:00 AM EST on 12/20/2024**. Responses to questions may be handled as an Addendum if the response would provide clarification to the requirements of the **RFP**. All such Addenda shall become a part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed **RFP** made or given prior to the award of the contract. The City will not respond to questions received after the specified deadline. The City reserves the right to respond to any and all questions but is not required to do so. If the Proposer discovered the opportunity through one of the two online platforms (Bonfire or DemandStar), do not submit questions through these platforms. **Only questions emailed directly to the City Procurement Manager will be answered.**

ADDITIONAL WORK DETAILS

Proposers or persons wishing to submit a proposal on this project shall be licensed, bondable and insured in accordance with the City's requirements. The Proposer will furnish all necessary labor, materials, tools, equipment and supplies to complete the scope of work. Proposal must also include all costs for licenses, permits and any material disposal fees, if applicable.

Proposers shall bring questions, discrepancies, omissions, conflicts, or doubt as to meaning of any part of Contract Documents to the attention of the City of St Pete Beach Procurement Manager at least ten (10) business days before proposal submittal deadline. Clarification of intent of Contract Documents, if necessary, shall be made available to Proposers in the form of an Addendum. Failure to request clarification of interpretation of Contract Documents shall not relieve Proposers of their responsibilities to perform the work.

The City of St. Pete Beach reserves the right to reject any or all proposals or parts of proposals, or accept any proposal or part thereof deemed to be in the best interests to the City of St. Pete Beach.

STATEMENT OF WORK

The Proposer shall furnish and pay the cost, including sales tax and all other applicable taxes, licenses, permits and fees, of all the necessary materials not furnished by the City and shall furnish and pay for all the superintendence, labor, tools, equipment, transportation, and perform all the work required for the execution of all services listed in the Proposer's Proposal and Proposal Form attached hereto and in strict accordance with the Plans, Specifications, and/or requirements of the City of St. Pete Beach which are attached hereto and made a part hereof, and any amendments thereto and such supplemental Plans and Specifications which may hereafter be approved.

BEGINNING DATE

The Proposer shall, within ten (10) business days after receipt of the Notice of Award and before commencement of any operations hereunder, execute the Agreement. Additionally, the Proposer shall, within twenty (20) business days after receipt of the Notice of Award, provide all required documentation to the City.

COMPLETION OF WORK

The work will be completed and ready for final inspection within three (3) years from contract execution. With the option to renew for two (2) additional 1-year periods.

COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Proposers. No payment will be made for any responses received or for any other effort required of or made by; the Proposer's prior to contract commencement.

ORAL PRESENTATION

The City may require an oral presentation of the proposal at the Evaluation Committee's discretion. This could also include a formal interview of any and all members of the Proposer's contract management staff.

CONFLICT OF INTEREST

The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in FL Stat. 112.311. The Proposer further represents that no person having any interest shall be employed for said performance.

The Proposer shall promptly notify the City's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Proposer may undertake and request an opinion of the city as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to notify the Proposer of its opinion by certified mail within

thirty days of receipt of notification by the Proposer.

LATE PROPOSAL OR MODIFICATIONS

Modifications in writing received prior to the time set for the proposal submittal will be accepted. Proposal modifications received after the time set for the proposal submittal will not be considered.

RELATED PARTIES AND MULTIPLE PROPOSALS

Where two (2) or more related parties each submit a proposal or multiple proposals are received from (1) Proposer, for any such contract, such proposals shall be judged non-responsive. Related parties mean Proposers or the principles thereof, which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principles thereof where one (1) Proposer has a direct ownership interest in another Proposer for the same contract.

RIGHT TO AUDIT

The City of St. Pete Beach reserves the privilege of auditing a Proposer's record as such records relate to purchases or work between the City and said Proposer. Records should be maintained for three years from contract date.

VARIANCE FROM STANDARD TERMS & CONDITIONS

All standard terms and conditions stated throughout the RFP apply to this contract except as specifically stated. This should be fully understood by Proposers prior to submitting a proposal.

ASSIGNMENT

The Proposer shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer must disclose that intent in the proposal. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) business days of Proposer's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City shall include but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

LOBBYING

Lobbying of Evaluation Committee members, City employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid award or bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, an agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City and shall be prohibited until either an award is final or the protest is finally resolved by the City Manager or Procurement Manager; provided, however, nothing herein shall prohibit a prospective bidder/proposer from contacting City departments to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision, lobbying activities shall include but not be limited to,

influencing or attempting to influence action or non-action in connection with any requests for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

ADDITIONAL REQUIREMENTS

The City reserves the right, by change order, to unilaterally add or delete locations/services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interest of the City. In such case, the Proposer will be required to provide or reduce services to this contract in accordance with the terms, conditions, and specifications.

SERVICES AGREEMENT

A written agreement incorporating the RFP and the successful proposal will be prepared by the City, signed by the successful Proposer, and presented to the City Commission for approval and signature.

INTEGRITY OF REQUEST FOR PROPOSAL DOCUMENTS

Proposers shall use the original RFP forms provided within the RFP and enter information in the spaces where a response is requested. Proposers may use an attachment as an addendum to the RFP forms if sufficient space is not available on the original form for the Proposer to enter a complete response. Any modifications or alterations to the original RFP documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of the RFP. Any such modifications or alterations a Proposer wishes to propose must clearly be stated in the Proposer's RFP response and presented in the form of an addendum to the original RFP documents.

RESPONSIBILITY OF THE CITY MANAGER OR DESIGNEE

The term "City Manager or designee" wherever used in this Contract shall be the City of St. Pete Beach or its duly authorized representative. Notices of any change in the City Manager or designee shall be given in writing by the City to the Contractor. The City Manager or designee shall have full authority to interpret the contract and requirements and shall determine acceptance of the work under this Contract and every question relative to the fulfillment of the terms and provisions therein. It shall be the duty of the City Manager or designee to enforce the contract terms in a fair and unbiased manner.

If a variation from any requirements is allowed, the City Manager or designee shall grant the same in writing with the reasons for his action outlined, and such action will not invalidate or change the Contract in any other manner.

EXAMINATION OF SITE

Proposer shall carefully examine project site and be familiar with the work required for the project, investigate all site conditions that may affect execution of work as detailed in the construction documents. Contact the City's Procurement Manager or their designee for changes or alterations before proceeding.

ASSURANCES

The responding Proposer shall provide a statement of assurance that the Proposer is not presently in violation of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Florida, and ordinances and regulations of the City of St. Pete

Beach will apply.

ASSIGNMENT AND TRANSFER OF CONTRACT

The Proposer shall not assign or transfer this Agreement or any part thereof or any interest therein without consent in writing of the City and the Proposer's Surety, and any such assignment or transfer without such written consent shall be null and void.

SUBCONTRACTS

The Proposer shall not subcontract this Agreement or any part thereof or any interest therein without consent in writing of the City and the Proposer's Surety. Any Subcontractor approved by the City will be subject to the same standards and qualifications as stated in this Contract.

PERFORMANCE PAYMENT BOND

A Performance and Payment Bond will be required of the Awarded Proposer for any contract that is in excess of $100,000.00 dollars and will be in an amount equal to 100 percent (100%) of the price specified in the Agreement. The bond(s) shall be executed by a surety company authorized to do business in the State of Florida, or otherwise secured in a manner satisfactory to the City for the protection of all persons supplying labor and material to the Proposer or its subcontractors for the performance of the work provided for in the contract. The expense of this bond shall be the responsibility of the Proposer.

If at any time a Surety on such bond becomes irresponsible or loses its right to do business in the State of Florida, the City may require another Surety that the Contractor shall furnish within ten (10) business days after receipt of written notice to do so. Evidence of authority of an attorney in fact, acting for the corporate Surety must be provided in the form of a certificate as to his power of attorney and to the effect that it is not terminated and remains in full force and effect on the date of the bond. The form of the bond shall be subject to approval by the City.

LIQUIDATED DAMAGES

If the work embraced by this Contract is not completed on or before the date set for completion or any extension thereof, the actual damages for the delay will be impossible to determine and in lieu thereof, the Proposer shall pay to the City fixed, agreed, and liquidated damages in the amount of either Five-Hundred Dollars ($500) per day for each calendar day of delay until the work is satisfactorily completed.

PAYMENT

Payment shall be made to the Proposer for work performed under this Contract for the quantities of work as determined in accordance with Payments for Work Completed and Payments Withheld of this Contract. Payment for extra work will be made in accordance with the Changes in Work, Contract Amount, and Contract Time sections below.

PERIOD OF PERFORMANCE

A twelve (12) month time limit shall apply to the period of performance.

CHANGES IN THE WORK

Without invalidating the Contract, the City may, at any time or from time to time, order additions, deletions or revisions in the work authorized by written Change Orders or directives. Upon receipt of a Change Order, the Proposer will proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract documents. If any Change Order causes an increase or decrease in the Contract Amount or any extension or shortening of the Contract Time, an equitable adjustment will be made.

Additional Work performed by the Proposer without authorization of a Change Order will not entitle them to an increase in the Contract Amount or any extension of the Contract Time, except in the case of an emergency (subject to approval by City Manager or designee).

It is the Proposer's responsibility to notify their Surety of any changes affecting the general scope of the Work or change of the Contract Amount and the amount of the applicable bonds shall be adjusted accordingly, and an amended bond document furnished to the City. In the event the City directs the Proposer to make a change in the Work, and if the City and the Proposer do not arrive at a mutually acceptable increase or decrease in the Contract Amount, the Proposer shall not use any such lack of mutual acceptance as a basis or cause to stop or otherwise delay the progress or the execution and completion of any of the work ordered, directed or required pursuant to the Contract Documents.

If the Proposer believes an event or situation has occurred which justifies a change in the Contract Amount or Contract Time, they shall deliver a written notice to the City Manager or designee. Each such written notice shall be delivered promptly and no later than fifteen (15) business days after the Proposer first discovered the occurrence. The Proposer shall be deemed to have waived the right to collect any and all costs incurred more than fifteen (15) business days prior to the date of delivery of the written notice and shall be deemed to have waived the right to seek an extension of the Contract Time with respect to any delay in the Progress Schedule which accrued more than fifteen (15) business days prior to the date of delivery of the written notice.

Any such notice shall include sufficient detail to explain the basis of entitlement to a claim for an adjustment to the Contract Amount of Contract Time. When requested by the City Manager or designee, the Proposer shall furnish any additional information and details as may be required to determine the facts or allegations involved, which shall be provided within fifteen (15) business days of the request unless a longer time period is allowed by the City Manager or designee.

The Proposer shall prepare proposals detailing proposed adjustments to Contract Amount and/or Contract Time and submit them to the City Manager or designee within fifteen (15) business days of the City's issuance of a proposed Change Order or the Proposer's submitting a written notice of a change or claim for an adjustment to the Contract Amount or Contract Time. Proposer's proposals shall be irrevocable for a period of at least sixty (60) business days after receipt by the City. Any delay in the submittal of a complete, adequate and acceptable proposal will not justify an increase in Contract Amount or Contract Time. Proposer agrees that it shall give the City access to any and all of Proposer's and Subcontractors' books, records and other materials relating to proposed Change Orders and other claims for adjustment to Contract Amount or Contract Time.

CHANGE OF CONTRACT AMOUNT

The Contract Amount constitutes the total compensation payable to the Proposer for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Proposer shall be at his expense

without change in the Contract Amount. The Contract Amount may only be changed by written Change Order issued by the City. Any claim for an increase in the Contract Amount shall be in writing and delivered to the City Manager or designee within fifteen (15) business days of the occurrence of the event giving rise to the claim.

All claims for adjustment in the Contract Amount shall be determined by the City Manager or designee. However, no claim for an adjustment to the Contract Amount will be considered for unforeseeable causes that were beyond the fault or negligence of the Proposer or his Subcontractors or supplier such as acts of God, floods, riots, etc. This restriction does not restrict submission of claims for additional Contract Time due to events of this nature. Any change in the Contract Amount shall be incorporated in a Change Order.

Proposer proposals or claims shall cover all aspects of the Work involved and shall be fully documented and itemized as to all costs, quantities and charges for overhead and profit. Amounts for Subcontractors or Suppliers at any tier shall be similarly supported. When determining Subcontractors' costs, the methods to be used shall be those used for the Proposer's costs, except that the term "Subcontractor" shall replace the term "Proposer," context permitting.

Changes in Contract Amount for extensions in Contract Time shall exclude costs that are unaffected or do not relate to the extension in Contract Time, such as: (a) operating costs of construction equipment assigned to the Work on a continuing basis, (b) operating costs and owned/rental costs of construction equipment (crane used for specific lifts, concrete pump used for specific pours, etc.), and (c) fully paid site facilities, tools, etc.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Amount where the Work involved is covered by unit prices contained in the Contract Documents shall be determined by application of unit prices to the quantities of the items involved. If the quantities originally contemplated are so changed in a proposed Change Order, that application of the Unit Prices to the quantities proposed will cause substantial inequity to the City or the Proposer, the applicable unit price(s) shall be equitably adjusted by mutual agreement.

If the value of work covered by a Change Order cannot be established or mutually agreed to utilizing previously established unit rates, the value shall be determined by the City on the basis of an estimate of the out-of-pocket cost and percentages that are acceptable to the City for overhead and profit. The out-of-pocket cost shall only include those direct costs which are needed to perform the work such as labor (including payroll taxes, fringe benefits, labor burden and workers' insurance), materials, equipment, and other incidental out-of-pocket construction costs directly involved in the work, including but not limited to small tools, expendables and material costs but shall not include project management or project supervisory costs unless the Change Order includes an increase in the Contract time.

In such case, the Proposer will submit in the form prescribed by the City an itemized cost breakdown together with supporting data.

The amount of credit to be allowed by the Proposer to the City for any such change which results in a net decrease in cost, will be the amount of the actual net decrease as determined by the City. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

To be eligible for consideration, the Proposer's written claim for a change in the Contract price, including claim(s) from sub-contractors, shall include an itemized cost breakdown with supporting data as described below:

A. For labor: Provide written documentation from the Proposer and Subcontractors or others as appropriate in the form of a detailed breakdown by each labor classification involved indicating the number of hours of Work involved and the hourly payroll rate applicable to each to substantiate the basis and amount of the direct labor cost. The direct labor cost may be increased to provide an allowance for indirect payroll costs (labor burden), such as payroll taxes, fringe benefits, and workers insurance after all premium discounts, rebates and other appropriate reductions have been taken.

B. For material, supplies, equipment, furnishings, etc., to be installed or included in the Work: Provide written documentation from the Proposer and Subcontractors, suppliers, etc., to substantiate the basis and amount of the various cost items involved. Material costs shall reflect the Proposer's reasonably anticipated net actual cost after consideration of trade discounts and volume rebates.

C. For construction equipment: Provide written documentation in the form of a detailed breakdown by each construction equipment category, indicating the applicable unit rates (i.e., dollar amount per hour, dollar amount per day etc.,) and the number of hours, days, etc. to substantiate the basis and amount of the construction equipment out-of-pocket costs.

CHANGE OF CONTRACT TIME

The Contract Time may only be changed by written Change Order. Any claim for an extension in the Contract Time shall be in writing and include an analysis of the Progress Schedule as further described in the Specifications and shall be delivered to the City Manager or designee within fifteen (15) business days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Contract Time shall be determined by the City Manager or designee. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order. The Contract Time may be extended for an amount equal to time lost due to unforeseeable causes beyond the control of the Proposer (and his Subcontractors and Suppliers) if he makes a claim therefrom. Such delays shall include, but not be restricted to, acts or neglect by any separate Proposer employed by the City; fires; floods; labor disputes; epidemics; or acts of God.

All time limits stated in the Contract Documents are of the essence to the Contract. The stated time limits are agreed to be adequate to complete the work, including the procurement, manufacture and delivery of all material and equipment required, and account for any and all potential impact, delays, disruptions and costs that may be expected.

CITY'S RIGHT TO DIRECT PURCHASE

The City has reserved the right to purchase certain items and materials for this project directly in an effort to save applicable sales tax in compliance with Florida Law.

The City will issue purchase orders directly to the vendors supplying the equipment being directly purchased by the City for this project. Each Purchase Order will be accompanied by the City's Certificate of Exemption and a Certificate of Entitlement. All direct purchase vendor invoices will be issued to the City of St. Pete Beach and the City will issue payment to each direct purchase vendor from City funds. The City will take title to the equipment at time of delivery from the vendor and will issue a separate Certificate of Entitlement for each purchase order.

The Proposer shall assist the City with receipt of materials furnished by the City in accordance with these Special Provisions including, but not limited to, verifying correct quantities, verifying documents of orders in a timely manner, providing and obtaining all warranties and guarantees required by the Contract Documents, assist with inspection of the goods at the time of delivery and notify the City immediately of

any deficiencies noted. It is understood that the owner assumes the risk of damage or loss during the time that the building materials are physically stored at the job site prior to their installation or incorporation into the project. The Proposer shall coordinate with the City regarding the delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Proposer for the particular material furnished.

As City Furnished Materials are delivered to the job site and accepted by the City, the City shall notify the Proposer who will assist the City to visually inspect all shipments from the suppliers. The City will approve the vendor's invoice for material delivered upon adequate inspection and recommendation of the Proposer. The City shall assure that each delivery of City Furnished Materials is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made and Contract Documents including but not limited to Contract, Plans, Specifications, and approved Shop Drawings. This documentation may consist of a delivery ticket, bill of lading and an invoice from the supplier conforming to the Purchase Order together with such additional information as the City may deem necessary.

PAYMENTS FOR WORK COMPLETED

Partial payments will be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable on estimates made by the City Manager or designee and as approved by the City, provided that the Proposer is performing the overall job in a diligent manner. In making partial payments, there shall be retained five percent (5%) on the amount of each estimate until final completion and acceptance of all work covered by the Contract. Upon completion and acceptance of the work, the City Manager or designee shall issue a certificate that the work has been completed and accepted by them under the conditions of the Contract and shall make and approve the final estimate of the work. The entire balance found to be due the Proposer, including that retained by the City, should be paid to the Proposer. Such payment shall be conditioned, however, upon the submission by the Proposer of evidence satisfactory to the City that all claims for labor, material, and any other outstanding indebtedness in connection with the Contract have been paid. Such payment shall also be conditioned upon approval and acceptance of the construction and improvements by the City.

If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Proposer and the City Manager or designee so certifies, the City shall upon the Certificate of the City Manager or designee, and without terminating the Contract make payment for the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claim. If such delay occurs and payment is made under this clause, the Proposer shall nevertheless be prepared to complete the work in a timely manner upon the remedy or removal of such delay, and shall be bound under this Contract for the completion of such work unless this Contract is otherwise terminated. All payments will be made in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

PAYMENTS WITHHELD

The City Manager or designee may withhold, or, on account of subsequently discovered evidence, nullify the whole or part of any estimate to such extent as may be necessary to protect the City from loss on account of:

a. Defective work not remedied

b. Claims and/or liens filed or reasonable evidence indicating probable filing of claims

c. Failure of the Proposer to make payments properly to Subcontractors or for material or labor

d. A reasonable doubt that the Contract can be completed for the balance then unpaid

e. Damage to another Proposer

f. Failure of the Proposer to keep their work progressing in accordance with their time schedule

FINAL PAYMENTS

Upon the completion and acceptance of the work, the City Manager or designee shall issue a certificate that designates that the whole work provided for in this Contract has been completed and accepted by him under the conditions and the terms thereof and shall make the final estimate of the work. After issuance of the certificate, the entire balance found to be due the Proposer, including said retained percentage by the City in accordance with existing state laws as may be retained lawfully by said City, shall pay excepting such sums to the Proposer.

Before the approval of the final payment, the Proposer shall submit evidence satisfactory to the City that states that all payrolls, materials, bills and outstanding indebtedness in connection with this Contract have been paid.

LIENS

If at any time there shall be evidence of any lien or claim for which the City might become liable and which is chargeable to the Proposer, the City shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient for complete indemnification against such lien or claim. In the event the City has already paid to the Proposer all sums due under this contract or the balance remaining unpaid is insufficient to protect the City, the Proposer and his Surety shall be liable to the City for any loss so sustained.

RESPONSIBILITY OF THE CITY MANAGER OR DESIGNEE

The term "City Manager or designee" wherever used in the Contract shall be the City of St. Pete Beach or its duly authorized representative. Notices of any change in the City Manager or designee shall be given in writing by the City to the Proposer. The City Manager or designee shall have full authority to interpret the Plans and Specifications and shall determine the amount, quality, and acceptance of the work and supplies to be paid for under the Contract and every question relative to the fulfillment of the terms and provisions therein. It shall be the duty of the City Manager or designee to enforce the Plans and Specifications in a fair and unbiased manner. If a variation from any requirements is allowed the City Manager or designee shall grant the same in writing with the reasons for his action outlined, and such action will not invalidate or change the Contract in any other manner.

LICENSES AND PERMITS

The Proposer shall obtain and pay for all necessary City licenses and work permits and shall faithfully comply with all laws, ordinances and regulations, (Federal, State or local) which may be applicable to the operations to be conducted hereunder, except for those permits obtained by the City. Notwithstanding the provisions above, the Proposer is responsible for non-compliance of all permit requirements, including all fines resulting from Proposer's non-compliance of said requirements.

Chapter II, Section II-4, "Registration of Licenses Obtained From Other Municipalities:" "Persons, partnerships, corporations, or other business entities doing business with the City who are not required to obtain a City occupational license, but who must have either a State or County or Municipal occupational

license from another municipality, shall register such occupational license with St. Pete Beach Community Development Department. The City may charge a fee for such registration." The Proposer shall be responsible for obtaining all City, County, State and Federal permits required by those government agencies and must provide documentation of receipt of those permits prior to project commencement. This shall include a notice to commence work letter and the applicable fee, if required. Any sub-contractor hired by the Proposer awarded the project, MUST also register their license with the City.

SUPERINTENDENCE

The Proposer shall constantly superintend all the work embraced in this Contract in person or by a responsible agent who shall have in writing, full authority to act for them and to carry out all the instructions given by the City Manager or designee.

LABOR PROVISIONS

The Proposer and his Subcontractors shall discharge, whenever ordered to do so by the City Manager or designee, any employee who is disorderly or whose conduct in the opinion of the City Manager or designee is detrimental to the prosecution of the work. No person whose age or physical condition is such as to make this employment dangerous to his/her health and safety or to the health and safety of others shall be employed on the work, and in no event shall any persons under the age of sixteen (16) years be employed. The State of Florida prevailing wage law requires that the Proposer shall fully comply with all provisions contained in Section 215.19, "Schedule of Prevailing Wage Rates for Specified Public Construction." The wage rates set forth by such determination shall apply to this project.

INSURANCE

The Proposer shall procure and maintain at his/her own expense, during the life of the Contract, liability insurance as hereinafter specified. All such insurance shall be subject to the approval of the City for adequacy of protection and shall include a provision preventing cancellation without twenty (20) business days prior notice to the City in writing. The City shall be included as an additional insured on all liability insurance. The liability insurance required is as follows: Proposer's General Public Liability and Property Damage Insurance issued to the Proposer and protecting the Proposer from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by the Proposer or by any Subcontractor hired by the Proposer or anyone directly or indirectly employed by the Proposer or hired by the Proposer.

The successful Proposer shall supply and maintain insurance which defends, indemnifies and holds harmless the City of St. Pete Beach, its officers, employees and agents from and against any and all liability, damage claims, demands, costs, judgments, fees, attorney's fees or loss arising directly out of acts or omissions hereunder by the Proposer or third party under the direction or control of the Proposer. Such general and excess liability coverage shall be primary to any other coverage carried by the City of St Pete Beach. Proposer must furnish the City with Certificate of Insurance prior to commencement of work. An approved Certificate of Insurance furnished by the Proposer's carrier to guarantee the Proposer being insured with the City of St Pete Beach must be named as a certificate holder for this contract. The following minimum coverage:

a. Commercial General Liability Insurance $1,000,000.00.

b. Comprehensive General Liability Insurance of $1,000,000.00 each occurrence.

c. Personal Injury for $1,000,000.00 each occurrence.

d. Automobile Liability $1,000,000.00.

e. General Workers Compensation Insurance as required by Florida law.

f. Longshore Harbor Workers Compensation Insurance

PROTECTION OF WORK AND PROPERTY

The Proposer shall continuously maintain adequate protection of all their work and materials from damage or theft and shall protect the City's property and all adjacent property from injury or loss arising in connection with activities under their Contract. The Proposer shall make good any such damage, injury, or loss, except such as may be caused by agents or employees of the City.

The Proposer shall take, use, provide, and maintain all necessary precautions, safeguards, and protection to prevent accidents, or injury to persons or property on, about, or adjacent to the site of the work. Should the situation arise that physical security is needed the Proposer will provide security on off days and holidays. The Proposer shall be responsible for all charges incurred with such action.

The Proposer shall post danger signs warning against any hazards created by the work being done under their Contract. They shall designate a responsible member of their organization on the work, whose duty shall be the prevention of accidents, and the name of the person so designated shall be reported to the City Manager or designee and City in writing. In an emergency affecting the safety of life, or of the work or adjoining property, the Proposer, without special instruction or authorization from the City Manager or designee, or City, is hereby permitted to act, at their own discretion, to prevent such threatened loss or injury, and they must take such action if so instructed or authorized by the City Manager or designee. The Proposer shall also protect adjacent property as required by law.

TRANSPORTATION, HANDLING AND STORAGE

The Proposer shall transport, handle, protect and store products in accordance with manufacturer's instructions and all environmental regulatory agencies if applicable.

VEHICLES

Business vehicles shall be identified on both sides with the name of the company.

DISPUTE RESOLUTION

The Contract shall be construed under Florida law. The parties agree that all controversies, claims and other matters in question between the parties arising out of or relating to this Contract or its breach shall be resolved through mediation. Upon notice of any party to the Contract of a dispute, question or controversy, the parties shall agree to the appointment of a qualified mediator. A qualified mediator is a person who has received at least forty (40) hours of mediation training and has actual experience as a mediator in resolving contract disputes. If the dispute, question or controversy is not resolved through mediation within sixty (60) business days of a notice of the dispute between the parties, the City reserves the right to seek resolution through court action.

INDEMNIFICATION

In consideration of the payment of ten dollars ($10.00) as part of the above purchase price, Proposer shall indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence,

recklessness, or intentional wrongful misconduct of the responding firm and any persons employed or utilized by the responding firm in the performance of the Contract.

GENERAL WARRANTY

Neither the final certificate nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the City shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Proposer of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Proposer shall remedy any defects in the work and pay for any damage to other work resulting therefrom that shall appear within a period of eighteen (18) months from the date of final acceptance of the work, unless a longer period is specified. The City shall give notice of observed defects with reasonable promptness.

OTHER CONTRACTS

The City may award other Contracts. The Proposer shall fully cooperate with such other Proposers and carefully fit his/her own work to that provided under other Contracts, as may be with the performance of work by any other Proposer or City.

COOPERATIVE PURCHASING

Pursuant to their own governing laws and subject to the agreement of the Proposer, governmental entities may make purchases under the terms and conditions contained in the executed Contract, if agreed to by Proposer. Such purchases are independent of the Contract between the City and the Proposer, and the City is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

DELAYS AND EXTENSION OF TIME

If the Proposer should be delayed at any time in the progress of the work by an act or neglect of the City or the City Manager or designee, or of any employee of either, or by any separate Proposer employed by the City, or by changes ordered in the work, or by strike, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any cases beyond the Proposer's control, or by delay authorized by the City Manager or designee, or by any cause which the City Manager or designee shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City Manager or designee may decide. No such extension shall be made for a delay that occurs more than five (5) business days before a claim is made in writing to the City Manager or designee. In the case of a continued cause of delay, only one (1) claim is necessary. This section does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

CITY'S RIGHT TO TAKE OVER THE WORK

If the Proposer shall be adjudged bankrupt, or if they should make a general assignment for the benefit of its creditors, or if a receiver should be appointed to take over their affairs, or if they should fail to prosecute their work with due diligence and carry the work forward in accordance with its' work schedule and the time limits set forth in the Contract Documents, or if they should fail to substantially perform one or more of the provisions of the Contact Documents to be performed by them, the City may serve written notice on the Proposer and the Surety on its' performance bond, stating the City's intention to exercise one of the remedies hereinafter set forth and the grounds upon which the City bases its right to exercise such remedy.

In any event, unless the matter complained of is satisfactorily cleared within ten (10) business days after the service of such notice, the City may, without prejudice to any other right or remedy exercise one of such remedies at once; having first obtained a certificate from the City Manager or designee that such sufficient cause exists to justify such action.

The City may terminate the services of the Proposer, which termination shall take effect immediately upon service of notice thereof on the Proposer and their Surety, whereupon the Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance of the Contract within ten (10) ten days after service of the notice of termination, the City may itself take over the work, take possession of and use all materials, tools, equipment, and appliances on the premises and prosecute the work to completion by such means as it shall deem best. In the event of such termination of their service, the Proposer shall not be entitled to any further payment under their Contract until the work is completed and accepted. If the City takes over the work and the unpaid Contract balance exceeds the cost of completing the work, including compensation for damages or expenses incurred by the City through the default of the Proposer, the excess unpaid Contract balance shall be paid to the Proposer. If the City takes over the work and the unpaid Contract balance does not exceed the cost of completing the work, including compensation for damages or expenses incurred by the City through the default of the Proposer, the Proposer and his Surety shall pay the difference to the City. The City Manager or designee shall certify such cost, expenses, and damages.

The City may take control of the work and either make good the deficiencies of the Proposer itself or direct the activities of the Proposer in doing so, employing such additional help as the City deems advisable. In such event, the City shall be entitled to collect from the Proposer and his Surety, or to deduct from any payment then or thereafter due the Proposer, the costs incurred by it through the default of the Proposer, provided the City Manager or designee approves the amount thus charged to the Proposer.

The City may require the Surety on the Proposer's bond to take control of the work at once and see to it that all deficiencies of the Proposer are made good with due diligence. As between the City and the Surety, the entire cost of making good such deficiencies shall be borne by the Surety. If the Surety takes over the work, either upon termination of the services of the Proposer or upon instructions from the City to do so, the provisions of the Contract Documents shall govern in respect to the work done by the Surety, the Surety being substituted for the Proposer as to such provisions, including provisions as to the payment for the work and provisions of this section as to the right of the City to do the work itself or to take control of the work.

RIGHT OF OCCUPANCY

The City shall have the right, if necessary, to take possession of and to use any completed or partially completed portions of the work, if such use be approved by the City Manager or designee even if the time for completing the entire work or such portions of the work has not expired and even if the work has not been finally accepted. Such possession and use shall not constitute an acceptance of such possession and use if it materially interferes with the Proposer's operations. The City shall also have the right to enter the premises with the Proposer for the purpose of doing work not covered by its Contract.

ACCEPTANCE

Final inspection and acceptance of the work shall be made for the City by the City Manager or designee. Such inspection shall be made as soon as practical after the Proposer has notified the City in writing that the work is ready for such inspection.

WAIVER

It is expressly understood and agreed that any waiver granted by the City Manager or designee of any term, provision, or covenants of the Contract shall not constitute a precedent or breach of the same or any other terms, provisions, or covenants of the Contract. Neither the acceptance of the work by the City nor the payment of all or any part of the sum due the Proposer hereunder shall constitute a waiver by the City of any claim which the City may have against the Proposer or Surety under this Contract or otherwise.

The inspection of the work shall not relieve the Proposer of any of their obligations to fulfill their Contract as prescribed, and defective work shall be made good and unsuitable materials shall be rejected, notwithstanding that such defective work and materials have been previously overlooked and accepted on estimates for payment. All work shall be tested to the satisfaction of the City Manager or designee before acceptance.

PROPOSAL REVIEW AND CONTRACT AWARD

Failure to submit all documents requested at the time of proposal may deem the Proposer's proposal ineligible for award. The City of St. Pete Beach reserves the right to reject any or all proposals or parts of proposals. The contract shall be awarded by written notice to the responsible and responsive Contractor whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the price and other criteria set forth in this request for proposals. The City may waive any informality.

LOCAL, STATE AND FEDERAL COMPLAINCE REQUIREMENTS

The laws of the State of Florida do apply to any purchase made under this Request for Proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to their proposal and subsequent contracts include but not limited to Equal Employment Opportunity, Minority Business Enterprise, and OSHA as applicable to this contract.

Compliance with Fla. Stat. 448.095:

a. Proposer agrees to comply with all applicable portions of Fla. Stat. 448.095. Proposer must use the U.S. Department of Homeland Security's E-Verify System, hhttps://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired on or after January 1, 2021 during the term of this Agreement.

b. Subcontractors (i) Proposer shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. (ii) Subcontractors shall provide Proposer with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095 (iii) Proposer shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.

c. Proposer must provide evidence of compliance with Fla. Stat. 448.05 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Proposer's E-Verify number.

d. Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Proposer may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and proposal costs (if necessary). Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this

agreement is terminated for a violation of the statute by the Proposer, the Proposer may not be awarded a public agreement for a period of 1 year after date of termination.

RESERVES THE RIGHT

The City reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request re-submission. If only one proposal is received by the proposal date and time listed, the proposal may or may not be rejected by the City depending upon proposal review and the needs of the City.

The City reserves the right to select a firm with or without additional interviews and may decide to select any of the firms submitting proposals. The City reserves the right to award the contract to a responsible proposer submitting a responsible proposal, with a resulting negotiated agreement which is most advantageous and in the best interest of the City.

Proposers, Proposers, their agents, and associates shall not contact or solicit any City Commission member, City employee, or official regarding this RFP during any phase of the proposalding process. Failure to comply with the provision may result in disqualification of the Proposer, at the option of the City. Only that individual listed, or an approved designee, as the contact person for this RFP shall be contacted.

SUBMITTAL WITHDRAWAL

After submittals are opened, corrections or modifications to submittals are not permitted, but a responding firm may be permitted to withdraw an erroneous submittal prior to the award by the City Commission, if the following is established:

a. That the responding firm acted in good faith in submitting the submittal;
b. That in preparing the submittal there was an error of such magnitude that enforcement of the submittal would work severe hardship upon the respondent;
c. That the error was not the result of gross negligence or willful inattention on the part of the respondent;
d. That the error was discovered and communicated to the City within twenty-four (24) hours of submittal opening, along with a request for permission to withdraw the submittal; or
e. The responding firm submits documentation and an explanation of how the error was made.

CONE OF SILENCE

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

TERMINATION

The resulting contract may be canceled by the City when:

a. Sufficient funds are not available to continue its full and faithful performance of this contract.
b. There is sub-standard or non-performance of contract.

c. The City wishes to terminate at any time and for any reason, upon giving thirty (30) days prior written notice to the other party.

The resulting contract may be canceled by either party in the event of substantial failure to perform in accordance with the terms by the other party through no fault of the terminating party.

FISCAL NON-FUNDING

If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel this Agreement immediately upon written notice to the vendor.

PROJECT RECORDS

The awarded firm shall maintain auditable records concerning the procurement to account for all receipts and expenditures, and to document compliance with the Contract. These records shall be kept in accordance with generally accepted accounting methods, and the City of St. Pete Beach reserves the right to determine the record-keeping method in the event of non-conformity. These records shall be maintained for three (3) years after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes. Additionally, the awarded firm shall abide by and comply with Florida Statutes regarding public records. Specifically, the firm shall be aware of the provisions found in Section 119.0701, Florida Statutes.

Upon completion of the project, all reports, studies, recommendations, forms, and other project specific information will need to be submitted in paper and in an electronic file format (.PDF, .JPEG) on CD or USB storage device.

V. REFERENCES & MINIMUM QUALIFICATIONS

Provide at least three (3) or more professional, business references with which you have contracted to provide similar services in the past five (5) years. Include the name of the person, its organization, telephone number, fax number, and e-mail address. Include any governmental agencies, with the same contact and descriptive information for which you have provided similar service within the past five (5) years.

Provide a brief description of the history and capabilities of the firm. Describe the types of projects or services the firm performs/has performed and the dollar value of each. Provide information regarding your firm's ability to complete this project. Demonstrate that the firm's personnel have experience with similar projects.

Identify all unresolved and ongoing claims and disputes against your firm in excess of $500,000. Include any claims against the principals of your firm or any claims your company may have against a third party. Provide a history of litigation, including the outcomes, for the past five (5) years.

The responding firm shall provide a statement of assurance that the firm is not presently in violations of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Florida and ordinances and regulations of the City of St. Pete Beach will apply.

Provide the overall bonding capacity for the company and provide a history of any claims against the Proposer's previous bonds for the past five (5) years.

The City shall be the sole final judge of qualifications of Proposer to perform service and reserves the

exclusive right to accept or reject any proposal as it deems to be in the best interests of the City. The City reserves the right to make such investigation, as it deems necessary, to determine the ability of any proposer to perform the work or service requested. Failure to comply with the requirements of this section may be grounds for rejecting a response.

VI. PUBLIC ENTITY CRIMINAL AFFIDAVIT

SWORN STATEMENT – PUBLIC ENTITY CRIMES

PURSUANT TO § 287.133 (3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
THE 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: City of St. Pete Beach

   by: _____
   (Print individual's name and title)

   for: _____
   (Print name of entity submitting sworn statement)

   at: _____
   (Business address)

   and (if applicable), its Federal Employer Identification Number (FEIN):

   _____
   (FEIN)

   or, if the entity has no FEIN, include the Social Security Number:

   _____
   (SSN)

   by the individual signing this sworn statement:

   _____
   (Signature)

2. I understand that a "public entity crime" as defined in § 287.133 (1)(g), Fla. Stat., means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States including, but not limited to, any proposal or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in § 287.133 (1)(b), Fla. Stat., means a finding of guilt or a conviction of public entity crime with or without an 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, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in § 287.133 (1)(a), Fla. Stat., means:
   a. A predecessor or successor of a person convicted of a 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 (1) 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 the arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who

knowingly enters into a joint venture with a person who has been convicted of a public crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Section 287.133 (1)(e), Fla. Stat., means any natural person or any 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 proposals or applies to proposal on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, 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 (indicate which statement applies).

☐ 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 nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement or one (1) 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 subsequent to July 1, 1989.

☐ The entity submitting this sworn statement or one (1) 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 subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered 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 (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 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. 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.

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of ☐ physical presence or ☐ online notarization**, this _____ day of _____, 2025, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

_____
Notary Public – State of Florida

_____
(Print, Type, Stamp, or Commissioned
Name of Notary Public)

VII. NON-COLLUSION AFFADAVIT

STATE OF _____

COUNTY OF _____

I state that I_____of_____,

(Name and Title) (Name of Firm)

am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.

2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.

3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher that the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.

4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.

5. _____, its affiliates, subsidiaries, officers, director, and employees (Name of Firm) are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the State of Florida for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

Name of Organization: _____

Signed By: _____

Print Name: _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of ☐ physical presence or ☐ online notarization**, this _____ day of _____, 2025, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

_____
Notary Public – State of Florida

_____
(Print, Type, Stamp, or Commissioned
Name of Notary Public)

VIII. SPECIFICATIONS

IX. SAMPLE AGREEMENT

Sample Agreement behind this page.

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Title of Agreement

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and (Vendor Name Here). (hereinafter "Contractor"). The City and Contractor together shall be referred to as the "parties."

WHEREAS, The City properly issued a Request for Bids, attached and incorporated hereto as Exhibit "B" and the City Commission authorized the selection of Contractor at its [Insert Date] public hearing.

WHEREAS, City desires to purchase from Contractor the services described in this Agreement.

WHEREAS, Contractor is in the business of providing the services described herein, and has submitted an appropriate proposal to the City to provide the same.

WHEREAS, this Agreement has been properly approved by the appropriate authority of the City and the Contractor.

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

2. Public Records. The Contractor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**

3. Employment Eligibility. The Contractor shall comply with all local, state and federal directives, orders and law as applicable to the contract. Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system under 448.095, Fla. Stat.

a. Contractor agrees to comply with all applicable portions of Fla. Stat. 448.095.

Contractor must use the U.S. Department of Homeland Security's E-Verify System, https://e-verify.uscis.gov/emp to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Agreement.

b. Subcontractors (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement; (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095; (iii) Contractor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.

c. Contractor must provide evidence of compliance with Fla. Stat. 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notices of Contractor's E-Verify number.

d. Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs, if necessary. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public agreement for a period of one (1) year after date of termination.

4. Scope of Services. The Contractor must perform all work for the City required by the contract documents as set forth below:

a. Contractor will furnish all labor, materials, and equipment necessary as indicated in the Request for Bids (Exhibit B) in the amount of $().

b. Contractor must supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor must comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor must at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.

c. Contractor will provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.

d. Contractor must comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein. The Contractor further warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the contract.

e. Contractor warrants to the City that all goods and materials furnished under the contract

will be new unless otherwise specified and that contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. Contractor further warrants that all goods, materials and workmanship furnished, whether furnished by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted. Last, Contractor warrants all material and workmanship for a minimum of (1) year from date of project completion and acceptancy by the City. If within one (1) year after acceptance by the City, or within such larger period of time as may be prescribed by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor will, after receipt of a written notice from the City to do so, promptly correct the work.

5. Damages. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of $500 per day, for each day after the date set forth in paragraph 10, that Contractor has failed to properly and completely deliver all goods or provide all service specified herein. The Contractor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

6. Remedies.

   a. Damages. The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the city resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.

   b. Correction of Work. If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the city reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City is the sole judge of non-conformance and the quality of workmanship.

7. Waiver of Liens. Prior to final payment of the Contract Sum, a final waiver of lien must be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement.

8. Warranties.
   a. Warranty of Title. Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that Contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

b. Warranty of Specifications. The Contractor warrants that all goods, materials, workmanship furnished, whether by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.

c. Warranty of Merchantability. The Contractor warrants all material and workmanship for a minimum of one (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the city, or within such larger period of time as may be described by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor must after receipt of a written notice from the City to do so, promptly correct the work unless the City has previously given the Contractor a written acceptance of such condition.

9. Completion Date. Contractor shall provide the services, described herein to be completed within the first 12 months of the agreement.

10. Term. This Agreement will remain in effect for a period of (3) three years with (2) two, (1) one year extensions from the Effective Date.

11. Effective date. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all parties.

12. Termination. This Agreement may be canceled by the City when:
    a. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
    b. Sub-standard or non-performance of Agreement.
    c. The City wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the Contractor.

13. Fiscal Non-funding. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Contractor.

14. Non-Exclusivity. Contractor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services that are subject to this Agreement.

15. Compensation. Upon Contractor's satisfactory full performance of the services or in accordance with the payment schedule provided in the attached proposal, City shall pay Contractor, as full consideration for services provided in this Agreement and more specifically in Exhibit B.

16. Insurance. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than $1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance

of any services provided herein. Contractor and all of Contractor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Contractor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of $100,000.00 per accident or occurrence. Contractor shall present City with a certificate for all the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City.

The Contractor waives all rights against the City, its consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Contractor, Contractor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

17. Indemnification. In consideration of the payment of ten dollars as part of the compensation described herein, Contractor shall indemnify, defend and hold the City harmless for itself, its past/present/future elected and appointed officials, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, liability or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not, and in connection with violations of copyrighted or trademarked materials used by Contractor, loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. In any and all claims against the City, or any of their agents or employees by any employee of the Contractor any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph is not limited in any way by any limitation in this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing contained herein is intended nor may it be construed, to waive City's rights and immunities under the common low or Section 768.28, Florida Statutes, as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Agreement may be retained by the City until all of the City's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld is not subject to payment of interest by the City. The above provisions will survive the termination or expiration of this Agreement and will pertain to any occurrence

during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

18. Discriminatory Vendor List. Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134 (1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287-134 (2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to a public entity; may not submit a bid or proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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."

19. Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement will be those of Contractor, which policies of Contractor will not conflict with City, State, or United States policies, rules, or regulations relating to the use of Contractor's funds provided for herein. The contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in it business, and that it will utilize a high level of skill necessary to perform the work. This Agreement must not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

20. Audit Rights. The City reserves the right to audit the records of the Contractor for the commodities and/or serves provided under the contract at any time during the performance and term of the contract and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor must allow the City to inspect, examine and review the records of the Contractor in relation to this Agreement at any an all times during normal business hours during the term of the Agreement.

21. Exhibits. The following Exhibits shall be attached, incorporated, and made a part of this Agreement:
    a. Florida public records law (Exhibit "A")
    b. Request for Bid (Exhibit "B")
    c. Vendor Proposal (Exhibit C)

22. Notices. All notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

As to Contractor:	**As to City:** City Manager City of St. Pete Beach 155 Corey Avenue St. Pete Beach, FL 33706
With Copy To: Insert Vendor email address	**With Copy To:** cityattorney@stpetebeach.org

23. Conflicts and Severability. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict. If any section, part of section, paragraph, clause, phrase, or word of this Agreement is declared invalid, the remaining provisions of this Agreement shall not be affected.

24. Amendments. This document and exhibits embody the entire Agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the parties. This Agreement may be amended or modified only in writing signed by all parties hereto.

25. Jurisdiction, Venue, Attorney Fees. This Agreement shall be governed and construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorney's fees incurred through all appellate proceedings.

26. Assignment. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Contractor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.

27. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

28. Authority. Contractor hereby acknowledges that the person executing this Agreement on behalf of Contractor has the full authority to do so and to bind Contractor to the terms hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year set forth below.

City of St. Pete Beach:

Signature: _____

By:

Its: .Owner

Date: _____

Signature: _____

By: Frances Robustelli

Its: City Manager

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
Ralf Brooks
City Attorney

ATTEST:

_____
Amber LaRowe
City Clerk

EXHIBIT "A"

Florida Public Records Law

119.0701 Contracts; public records; request for contractor records; civil action.

(1) DEFINITIONS. —For purposes of this section, the term:

(a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) CONTRACT REQUIREMENTS. —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency's custodian of public records in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.

3. 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 contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

EXHIBIT "B"

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EXHIBIT "C"

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EXHIBIT "C"

(Place Vendor's Proposal Behind this Page)

SHUMAKER
ADVISORS

RFP RESPONSE PREPARED FOR:

St. Pete Beach
The Sunset Capital of Florida

REQUEST FOR PROPOSAL - STATE AND FEDERAL LOBBYING SERVICES

January 7, 2025

100 Second Avenue South
Suite 902-S
St. Petersburg, FL 33701

Bank of America Plaza
101 E Kennedy Blvd. Suite 2800
Tampa, FL 33602

www.shumakeradvisors.com

TABLE OF CONTENTS

Cover Letter……..……3

References……4

Minimum Qualifications……5

Working Team Biographies……..……5

Brief History……..……12

Related Work……..……16

Advocacy and Support Approach……23

Fee……..……..25

Forms……26

1.COVER LETTER

Dear St. Pete Beach City Commission:

On behalf of Shumaker Advisors, we are pleased to submit our proposal to continue representing the City of St. Pete Beach at the state level and expand our services to advocate for your interests at the federal level. With a proven track record of successfully representing Florida's municipalities, counties, and school districts, including the City of St. Pete Beach, we bring the expertise, relationships, and strategic approach necessary to advance the City's legislative priorities effectively.

Shumaker Advisors currently supports several municipalities and governmental agencies with state and federal advocacy, including the City of Gulfport, City of Madeira Beach, City of Oldsmar, City of Pensacola, City of Safety Harbor, City of Treasure Island, Escambia County, Hillsborough County Public Schools, and the Jackson County Board of County Commissioners. These relationships exemplify our deep understanding of the legislative and regulatory processes and our ability to navigate key federal and state agencies, the Florida Legislature, Congress, and the Executive Branch. Our team works closely with elected officials, agency leadership, and subject matter experts to ensure our clients' priorities are effectively communicated and achieved.

Shumaker Advisors is uniquely positioned to:

- Advocate for the City's priorities at both the federal and state levels throughout the legislative sessions.
- Facilitate access to key decision-makers, including federal and state legislators, agency leadership, and executive offices.
- Provide timely updates on legislation, appropriations, and regulatory developments that affect the City.
- Assist in securing funding, identifying grant opportunities, and aligning the City's objectives with state and federal programs.

We value our long-standing relationship with the City of St. Pete Beach and remain committed to advancing your vision and priorities. Working together, our teams have achieved many successes, including the contributions to the Congressional Flood Insurance Task Force, improvements to building standards and codes, and funding for more resilient infrastructure, among many others.

Thank you for considering our proposal. Should you have any questions or require further information, please do not hesitate to contact Gino Casanova at gcasanova@shumakeradvisors.com. We look forward to continuing our partnership and achieving meaningful outcomes for your community.

Sincerely,

Jim Taylor Alan Suskey John David White

2. REFERENCES

Reference #1

Contact: City Manager Frances Robustelli
Organization: City of St. Pete Beach
Phone: 727.363.9232
Fax: 727.363.9249
Email: frobustelli@stpetebeach.org

Responsibilities included securing state funds for municipal projects and addressing state policy concerns related to municipalities.

Reference #2

Contact: City Manager Felicia Donnelly
Organization: City of Oldsmar
Phone: 813.749.1102
Fax: 813.749.1166
Email: fdonnelly@oldsmarfl.gov

Responsibilities included advocacy for state funding of local initiatives and development of policies impacting municipalities.

Reference #3

Contact: Mayor D.C. Reeves
Organization: City of Pensacola
Phone: 850.435.1625
Fax: 850.435.1611
Email: dcreeves@cityofpensacola.com

Responsibilities included obtaining state appropriations for local government projects and engaging in policy efforts on municipal challenges.

3. MINIMUM QUALIFICATIONS

Shumaker Advisors has extensive experience guiding municipalities, corporations, and other organizations through the state and federal bureaucracies. Below, please find the biographies of our team of professionals proposed for this work, as well as a detailed description of our connections within the state and federal government.

A. Working Team Bios



Alan Suskey
Executive Vice President and Principal State Practice
Tallahassee, Florida
850.510.8314
asuskey@shumakeradvisors.com

An eighth-generation Floridian, Alan has built an advocacy career representing world-renowned research institutes, technology companies, small businesses, and clients in both Tallahassee and Washington, D.C. He has also represented complex and extensive client matters in front of local elected officials throughout Florida. Alan Has been instrumental in securing federal appropriations and advancing regional projects for his clients.

Most recently, Alan served as President of a boutique lobbying practice with offices in Tallahassee and St. Petersburg, Florida. The practice was founded with a specific focus on Tampa Bay and the state legislative and executive branches. During his tenure, Alan was responsible for policy and appropriations issues for some of the largest corporations and associations in Florida. Additionally, Alan represented nonprofits and municipalities throughout Florida on appropriations issues, resulting in hundreds of millions of dollars in state funding.

Alan previously served on Capitol Hill as the military aide to Congressman Bill Young, former Chairman of the Appropriations Committee and Chairman of the Appropriations Subcommittee on Defense in the United States House of Representatives. Alan's primary focus was on defense, intelligence, and homeland security projects in the Chairman's district of Pinellas County, Florida, including St. Petersburg, Florida.

Upon leaving Capitol Hill, Alan took a position as the External Affairs Director of SRI International's St Petersburg, Florida institute. In that role, he was charged with managing federal, state, and local legislative policy to include research-based appropriations requests in excess of $7 million

annually. These requests were specifically in support of SRI's Maritime Security Program at the Department of Homeland Security and in coordination with Florida's port leadership and the Florida Ports Council. This program led to the development of an open architecture port security pilot project in Tampa Bay.

In 2010, Alan joined former-Congressman David Jolly in founding Three Bridges Advisors, a boutique federal, state, and local advocacy firm. As a member of Three Bridges, Alan worked with a diverse group of federal and state clients, advancing both funding and policy issues in a variety of sectors. Alan was honored to lead the Tallahassee office for Three Bridges and manage all aspects of the state affairs practice.

Prior to serving on Capitol Hill, Alan served honorably in the United States Army. During his eight years of service, he held multiple leadership posts, including leading our brave men and women during Operation Iraqi Freedom. He was a member of the initial invasion force in Iraq and subsequently served two year-long tours of duty in Baghdad, Iraq. As a military police non-commissioned officer, he served in several leadership roles training various first responders throughout his career. The recipient of multiple awards for service to our country, including eight Army Commendation Medals and the Valorous Unit Award, Alan was honored as the United States Army Europe "Soldier of the Year" in 2002.

Alan and his wife Sarah reside in Tallahassee, Florida.

Professional Registrations
Registered to Lobby the Executive Branch of Florida
Registered to Lobby Legislative Branch of Florida

Experience
Executive Vice President and Principal State Practice | Shumaker Advisors Florida, LLC, *2021 - Present*
Tallahassee, Florida

President | Suskey Consulting, *2014 - 2021*
Tallahassee, Florida

Lobbyist | Capitol Insight, *2012 - 2014*
Tallahassee, Florida, United States

Vice President | Three Bridges Advisors, Inc. , *2010 - 2013*
Tallahassee, Florida, United States

Staff Sergeant | US Army, *1999 - 2008*

Military Fellow | U.S. House of Representatives, *2006 - 2008*

Education
American Military University
- Bachelor's Degree, Political Science



JD White
Principal
Tampa, Florida
813.229.7600
jwhite@shumakeradvisors.com

John David White has policy expertise at the federal, state, and local levels of government and more than 25 years of experience assisting elected officials and advising clients on government relations, strategic communications, grassroots organizing, and politics.

Prior to joining the Shumaker Advisors team, JD held executive level positions in Florida at Mercury Public Affairs and WellCare. JD has managed lobbying teams in multiple states to advance public policy interests through legislative, regulatory, and community engagement, and directed political contribution strategy to elected officials of both political parties.

At Premier Healthcare Alliance in Washington, D.C., JD advised its 2,000 member hospitals and health systems in advancing public policy and corporate priorities with Congress and the Administration. He implemented Premier's federal PAC, tripling its size in two years.

JD has served in three congressional offices in Washington, D.C., including service as a Chief of Staff and in the Legislative Affairs Office of the Florida Department of Environmental Protection in Tallahassee.

A Florida native, JD earned undergraduate and graduate degrees from Florida State University.

JD White served as Chief of Staff for Congressman David Jolly, the representative of St. Pete Beach, during his tenure in the U.S. House of Representatives. Congressman Jolly was a member of the House Appropriations Subcommittee on Transportation, Housing, and Urban Development (THUD). This subcommittee is one of the most critical panels in Congress, as it oversees federal

funding and policy decisions related to transportation, housing, and urban development across the nation.

Scope of the Sub Committee's Responsibilities:

- Transportation Infrastructure
- Funding for the Department of Transportation (DOT)
- Federal programs for highways, bridges, railroads, transit systems, and airports
- Oversight of major initiatives like the Federal Highway Administration, Federal Aviation Administration (FAA), and Federal Transit Administration (FTA)
- Key areas include improving mobility, enhancing safety, and modernizing infrastructure
- Oversight of the Department of Housing and Urban Development (HUD)
- Funding for affordable housing programs, public housing authorities, and housing assistance for low-income families
- Community development initiatives aimed at revitalizing urban areas
- Programs for housing the homeless and those at risk of displacement

Related Areas

- Addressing urban planning, disaster resilience in housing and transportation systems, and community growth
- Encouraging sustainable and innovative approaches to infrastructure and housing development

Significance of Congressman Jolly's Role

By sitting on this subcommittee, Congressman Jolly—and by extension JD White in his leadership role—had influence over funding priorities that affected Florida's transportation systems and housing policies. This could include federal dollars for public transit in Tampa Bay, disaster recovery funds for housing after hurricanes, or grants for urban development projects. JD White's role as Chief of Staff involved strategizing and coordinating efforts to ensure Florida projects were prioritized, while navigating complex federal budgeting processes.

Their work on THUD would have had both immediate and long-term impacts on economic development, public safety, and quality of life in Florida and across the country.

Professional Registrations
Registered to Lobby the Executive Branch of Florida
Registered to Lobby the Legislative Branch of Florida

Experience

Principal | Shumaker Advisors Florida, LLC, *2021 - Present*
Tampa, FL

Principal/Owner | Catalyst Consulting, *2020 - 2021*
Tampa, FL

- Assisted elected officials and advised clients on government relations, strategic communication, grassroots organizing, and politics.

Senior Vice President | Mercury, *2017 - 2020*
Tampa/St. Petersburg, FL

Chief of Staff | U.S. House of Representatives, *2014 - 2017*
Washington, D.C.

Director of Government Affairs | WellCare, *2009 - 2014*
Tampa/St. Petersburg, FL

Education

Florida State University

- Master's Degree, Public Administration
- Bachelor's Degree, Political Science and Government



Jim Taylor
Vice President
Tampa, Florida
813.676.7252
jctaylor@shumakeradvisors.com

As an accomplished government relations officer and lobbyist, Jim brings a veritable treasure-trove of experience and insight to Shumaker Advisors Florida. His primary role is to assist in the development of policy recommendations and goals to help meet client needs by crafting communication strategies and appropriations considerations, all while helping them navigate local, state, and federal government.

To further the reach of the Shumaker Advisors team, Jim fosters and strengthens established relationships with local and surrounding governments, as well as for-profit and nonprofit organizations.

Jim comes to the team with many pre-established connections. After earning his degree in Political Science, he served as Hillsborough County Government Relations Manager/Director from 2015 to 2022 and has been active as a contract lobbyist since 2007. His background includes roles as a Legislative Aide for State Representative Jamie Grant from 2010 to 2013 and for Hillsborough County Commissioner Ken Hagan (Chair) from 2013 to 2015. Jim has successfully secured significant appropriations, including $5 million for the Big Ben Interchange, $3 million for the Tampa Innovation Alliance (now the Innovation Place), and $1.5 million for short-term residential treatment beds. With a strong network within the county, he has previously served as the Director of Government Affairs and Intergovernmental Affairs Manager for Hillsborough County. His expertise encompasses local government, the Florida legislative process, and specialized areas such as mental health and economic development.

Additionally, Jim has a long history of securing federal funding for his clients. His successes on behalf of his clients include obtaining $25 million for the DOT TIGER Grant for the I-75/Big Bend Interchange, working with Congressman Buchanan to secure $750,000 for the Wimauma Community Center, and working alongside Congresswoman Castor to obtain $800,000 for the Town N' Country Septic-to-Sewer Conversion. Jim's expertise in building standards, zoning codes, and emergency management is reflected in accomplishments like achieving a Federal Scenic and Wildlife designation for Little Manatee River.

Jim is a member of the Florida Association of Professional Lobbyists, was an audit committee member, and is an Elder and the Clerk for the Session for the Florida West Coast Credit Union. Outside of work, Jim is a member of Tampa Covenant Church.

<u>Professional Registrations</u>
Registered to Lobby for the Executive Branch of Florida
Registered to Lobby for the Legislative Branch of Florida

<u>Experience</u>
Vice President | Shumaker Advisors Florida, LLC, *2022- Present*
Tampa, FL

Government Relations Division Director | Hillsborough County, *2018 – 2022*
Tampa, FL

Intergovernmental Affairs Manager | Hillsborough County, *2015 - 2018*
Tampa, FL

Legislative Assistant | Hillsborough Board of County Commissioners, *2013 - 2015*
Office of Ken Hagan, District 5
Tampa, FL

Legislative Assistant | Florida House of Representatives, *2010 - 2013*
Office of State Representative James W. Grant
Tampa, FL; Pinellas Co, FL

Campaign Coordinator | James W. Grant for State House of Representatives, *2010 - 2010*
Tampa, FL

Assistant Director of Admissions | Argosy University, *2008 – 2010*
Tampa, FL

Education
Florida State University

- Bachelor's Degree, Political Science

B. Brief Description of History/Capabilities

Shumaker Advisors' track record of success on behalf of our clients aligns closely with St. Pete Beach's priorities and topics of interest, demonstrating a history of securing funding and advancing policies that directly benefit resilient infrastructure, shoreline and storm protection, coastline erosion and environmental protection, beach renourishment, flooding, stormwater systems, and water quality, among others. Our effectiveness in representing Pinellas County city managers' interests before the County and ability to deliver on intergovernmental needs keeps our relationships thriving. Below, you'll find our current municipal clients as well as our team's successful outcomes for industries, priorities, and initiatives relevant to St. Pete Beach's operations and interests.

Connections in State Government

With a team of former mayors, former members of the Florida State Legislature, former county and city commissioners, and seasoned government relations experts, Shumaker Advisors boasts a vast network of connections in state government that we leverage for the benefit of our clients. Our deep network of relationships ranges from members of the Florida House of Representatives and Senate to members of committees relevant to the City's interests, such as the Pinellas County Commission and its surrounding municipalities.

Our relationships include:

Tampa Bay Area Delegations
Hillsborough County

- Rep. Danny Alvarez
- Senator Jim Boyd
- Senator Danny Burgess
- Rep. Linda Chaney
- Rep. Fentrice Driskell
- Rep. Karen Gonzalez-Pittman
- Rep. Traci Koster
- Rep. Lawrence McClure
- Rep. Michael Owen (New Member)
- Senator Darryl Rouson
- Rep. Susan Valdes

Pinellas County

- Rep. Adam Anderson
- Rep. Kim Berfield
- Rep. Linda Chaney

- Rep. Lindsay Cross
- Senator Nick DiCeglie
- Senator Ed Hooper
- Rep. Berny Jacques
- Rep. Michele Rayner
- Senator Darryl Rouson

Appropriations Chairs

- Senate – Ed Hooper
- House – Lawrence McClure

TED

- Senate – Nick DiCeglie
- House – Jason Shoaf

Agriculture & Natural Resources

- Senate – Jason Brodeur
- House – Tiffany Esposito

Criminal & Civil Justice

- Senate – Ilania Garcia
- House – Patt Maney

Health and Human Services

- Senate – Jay Trumbull
- House – Alex Andrade

Higher Education

- Senate – Gayle Harrell
- House – Demi Busatta

Pre-K-12 Education

- Senate – Danny Burgess
- House – Jenna Persons-Mulicka

House Information & Technology

- John Snyder

House State Administration

- Vicki Lopez

Connections in Federal Government

In addition to Shumaker Advisors' Florida team, our federal practice brings extensive expertise in federal policy, appropriations, and agency navigation. Their strong connections with Members of Congress, administrative officials, and federal agencies further extend our reach to help achieve the outcomes St. Pete Beach is looking toward.

Our relationships include:

- Rep. Anna Paulina Luna
  - Committee on Natural Resources. Subcommittee on Oversight and Investigations, and Subcommittee on Water, Wildlife and Fisheries.
  - Committee on Oversight and Accountability and Subcommittee on Cybersecurity, Information Technology, and Government Innovation.
- Rep. Kathy Castor
  - Committee on Energy and Commerce
    - Energy, Climate, and Grid Security
    - Innovation, Data, and Commerce
    - Oversight and Investigations
  - Select Committee on the Strategic Competition Between the U.S. and the Chinese Communist Party
- Rep. Gus Bilirakis
  - House Energy and Commerce Committee
  - Innovation, Data and Commerce Subcommittee – Chairman
  - Health Subcommittee and the Communications & Technology Subcommittee
- Rep. Laurel Lee
  - Committee on Homeland Security
    - Subcommittee on Cybersecurity and Infrastructure Protection
    - Subcommittee on Transportation and Maritime Security
  - Committee on House Administration
    - Subcommittee on Elections
  - Committee on the Judiciary
    - Subcommittee on Courts, Intellectual Property, and the Internet
    - Subcommittee on Responsiveness and Accountability to Oversight
    - Subcommittee on Crime and Federal Government Surveillance
- Rep. Scott Franklin
  - House Committee on Appropriations
    - Subcommittee on Agriculture, Rural Development, Food and Drug Administration
    - Subcommittee on Military Construction and Veterans Affairs

        - Subcommittee on Legislative Branch
    - House Committee on Science, Space, and Technology
        - Subcommittee on Research and Technology
    - House Committee on Veterans' Affairs
        - Subcommittee on Economic Opportunity
        - Subcommittee on Disability Assistance and Memorial Affairs
- Rep. Aaron Bean
    - Committee on Education and Workforce
        - Chairman of the Early Childhood, Elementary, and Secondary Education Subcommittee
        - Health, Employment, Labor, and Pensions Subcommittee
    - Committee on Transportation and Infrastructure
        - Aviation Subcommittee
        - Coast Guard and Maritime Transportation Subcommittee
        - Highways and Transit Subcommittee
    - Committee on Small Business
        - Contracting and Infrastructure Subcommittee
        - Oversight, Investigations, and Regulations Subcommittee
- Rep. Neal Dunn
    - House Committee on Energy and Commerce
        - Subcommittee on Health
        - Subcommittee on Innovation, Data, and Commerce
        - Subcommittee on Communications and Technology
    - House Select Committee on the Strategic Competition between the U.S. and the Chinese Communist Party
- Rep. John Rutherford
    - House Committee on Appropriations
        - Subcommittee on Homeland Security
        - Subcommittee on Military Construction, Veterans Affairs and Related Agencies
        - Subcommittee on Transportation, Housing and Urban Development
    - House Committee on Ethics
        - Investigative Subcommittee

Key federal agencies:

- Federal Emergency Management Agency (FEMA)
- U.S. Department of Housing and Urban Development (HUD)
- Army Corps of Engineers
- National Oceanic and Atmospheric Administration (NOAA)

- Fish and Wildlife Service
- Department of Transportation
- Environmental Protection Agency

C. Work Related to the City St. Pete Beach's Interests

Shumaker Advisors' proven ability to deliver results for St. Pete Beach is demonstrated by our successful outcomes with similar clients and projects aligned with your priorities and key agencies. In Congress, we have collaborated with the Army Corps of Engineers to secure funding for resilient infrastructure, shoreline protection, coastline erosion mitigation, beach renourishment, and sea-level rise solutions.

At the state level, we've partnered with Florida Power & Light (FPL) to advance electrical utility undergrounding and reliability and have contributed to the Congressional Flood Insurance Task Force to address essential property and flood insurance challenges. Leveraging Jim Taylor's extensive local government expertise, we've successfully led efforts to improve building standards, codes, certification requirements, and zoning regulations. Additionally, our team has demonstrated expertise in emergency management by guiding clients through comprehensive planning, preparation, response, and recovery efforts.

Below, you'll find a detailed breakdown of some of our key accomplishments in securing funding and support for clients with priorities and agency alignments similar to yours.

City of Gulfport - Sanitary Sewers Project

- Advisors were successful in continuing efforts from previous years for the City of Gulfport by obtaining a $1 million appropriation for its Sanitary Sewers Project. The installation reduces inflow and infiltration of groundwater and surface water runoff, improves wastewater collection capacity, and prevents sanitary sewer overflows, thus preventing wet weather events from having adverse effects on residents of Gulfport and increasing the City's overall utility infrastructure efficiency for years to come.

City of Gulfport - 58th Street Roadway Improvement

- The $1.2 million secured for roadway safety upgrades highlights Shumaker Advisors' role in improving the resilience of transportation infrastructure to better withstand storm intensification and other environmental hazards. In addition, strategic sidewalk improvements increase mobility options along the corridor. Shumaker Advisors leveraged relationships with Senator Ed Hooper and Representative Adam Anderson to obtain funding for the City.

City of Madeira Beach - Seawall Replacement Project

- Through the acquisition of $100,000 in state funding, Shumaker helped Madeira Beach strengthen its seawalls, which are vital for protecting against flooding from storms and rising sea levels. This project supports water resource protection by reducing flood risks, benefiting both the local environment and economy.

City of Madeira Beach - John's Pass Dredging

- Our team assisted Madeira Beach in securing $1,556,000 to complete the dredging of John's Pass, enhancing navigation safety and supporting tourism and economic activity in the region.

City of Oldsmar - St. Petersburg Complete Streets Project

- Shumaker Advisors $1 million appropriation from the state for the City of Oldsmar's construction of a roundabout at the intersection of St. Petersburg Drive and Bayview Boulevard to calm traffic, increase safety and efficiency, and provide access to the Community Redevelopment Area. The existing intersection was the site of a recent fatal child-pedestrian accident. The replacement of this intersection with a roundabout, utilizing funds obtained by Shumaker Advisors, makes the area safer for all residents, including those attending the elementary school two blocks away.

City of Pensacola - Veterans Memorial Park

- Working alongside another firm, Shumaker Advisors helped secure $750,000 in funding for improvements to the Veterans Memorial Park in Pensacola. Funds supported the construction of a permanent 1,750 square-foot, single-story facility to house restrooms and an education center at Veterans Memorial Park, which directly contribute to the health, wellness, and healing that the park provides by accommodating the on-site needs of visitors.

City of Pensacola - Escambia County Gun Violence Reduction

- Shumaker Advisors worked collaboratively to secure more than $1.5 million in total funding for the City of Pensacola in 2023. $850,000 of this funding sought to mitigate gun violence by providing deputies and participating agencies real-time gunfire intelligence data. The goals are to dispatch law enforcement to precise gunfire locations, increase law enforcement response time, and increase law enforcement and public safety.

City of Pensacola - Live Local Pensacola Legacy Baptist Campus

- Shumaker helped secure $7 million for an innovative workforce housing project that benefits military families, hometown heroes, and the local workforce. This directly addresses the shortage of affordable housing, supporting workforce development and economic sustainability in a growing region. As part of this project, our team supported

funding that specifically includes military and workforce housing, ensuring that our military personnel have access to affordable housing and services. This directly supports Florida's military infrastructure and veteran-related issues, contributing to long-term military readiness and community stability.

City of Pensacola - Pensacola International Airport Passenger Terminal Building Expansion & Renewal

- Funded at $5 million in the FY 2024-2025 state budget, the Pensacola International Airport Terminal Expansion and Renewal project will revitalize the airport and ensure it can properly serve the more than three million passengers that travel through it annually. The City of Pensacola is initiating a $225 million Airport Modernization and Expansion Program aimed at enhancing both capacity and passenger level of service. Central to the program is a $90 million Passenger Terminal Expansion that will add 5 gates and more than double space for the Security Checkpoint. Funding obtained by Shumaker Advisors from the state will be instrumental in completing this major project.

City of Pensacola – Hurricane Sally Recovery

- In 2023, working closely with the City, Shumaker Advisors assisted with the strategy to secure over $50,000,000 in Hurricane Sally grants through the Department of Economic Opportunity.
    - City of Pensacola ($39,686,539.86) – to facilitate a stormwater infrastructure project at Hollice T. Williams Park to improve water quality and reduce stormwater in the area, to repair infrastructure at the Port of Pensacola, and to repair and improve infrastructure at the Fricker Center.
    - City of Pensacola ($10,000,000) – to acquire, prepare, and rehabilitate a targeted property at West Cervantes and North Pace Boulevard and complete a project at Baptist Hospital.
    - City of Pensacola ($5,861,500) – The Rebuild Florida HRRP for Hurricane Sally is designed to provide funding for local governments to rebuild, replace or repair homes that were damaged by Hurricane Sally, helping impacted Floridians return to decent, safe, and sanitary homes.

City of St. Pete Beach - Fire Station 22 Project

- After being vetoed for FY 2022-2023, Shumaker Advisors was successful in obtaining $2 million in state funding through the Department of Financial Services for the City of St. Pete Beach's Fire Station 22 for FY 2023-2024. The project will allow the City to perform a complete demolition and reconstruction of Fire Station 22 and the installation of a baby box serving the City of St. Pete's historic Pass-a-Grille beach district and surrounding locations.

City of St. Pete Beach – Jobs Growth Grant Fund

- To finalize the overhaul of St. Pete Beach's wastewater system and restore the capacity for hotel and lodging expansion, Shumaker Advisors acquired a $2 million grant for the Authority in 2021.

City of St. Pete Beach – Coastal Resiliency Project

- Shumaker Advisors secured $1.65 million through the 2022 state budgeting process, implementing the first-ever holistic coastal resiliency project in the area. This project addressed rainwater threats, tidal flooding, and sea-level rise.

City of Treasure Island – Sewer Lift Station Rehabilitation

- Our team secured $350,000 in state funds for the rehabilitation of critical sewer lift stations. These upgrades have improved wastewater management and reduced the risk of environmental contamination.

City of Treasure Island – Curb and Roadway Improvements

- Secured $900,000 to support curb and roadway enhancements in the City of Treasure Island, improving safety, accessibility, and overall infrastructure longevity.

City of Treasure Island - Master Pump Station Project

- Both serving to strengthen the infrastructure of one of Florida's barrier islands, Shumaker Advisors obtained two sizeable allocations within the state budget for the City of Treasure Island amounting to around $1,500,000 in funds. Specifically, the funds will allow the municipality to reconstruct and elevate the City's master wastewater pump station to achieve increased hardening and resiliency for the barrier island's most critical asset and reduce inflow and infiltration into the wastewater collection system via lining.

City of Treasure Island - Wastewater Collection System Lining Project

- In 2021, Shumaker Advisors helped secure $1.495 million from the Resilient Florida Grant Program for the Treasure Island living shoreline and resiliency project. These efforts will reduce inflow and infiltration into the wastewater collection system.

Jackson County - Conference Center

- Shumaker Advisors was successful in obtaining $1 million for Jackson County to renovate an existing building to better serve the needs of the county. Using state funding, Jackson County will be able to establish a state-of-the-art conference center space for organizations and individuals to host various types of events and gatherings. The center will serve to unite the community by bringing people together to work on wider community projects, encourage creativity and culture, share valuable community information, and offer educational activities.

Jackson County - Marianna Airport Crosswind Runway Rehabilitation

- Jackson County and the City of Marianna received $500,000 in state funds to add a crosswind runway at the Marianna Airport as a result of lobbying efforts by Shumaker Advisors in 2023. The airport improvements will allow for increased airport runway traffic as the airport will not have to divert aircraft in the event of bad weather, promoting economic development, tourism, and commerce.

Jackson County - Endeavor Conference Center Phase 2

- In 2024, Shumaker Advisors obtained $500,000 in state appropriations funding that will contribute to the renovation of Jackson County's Endeavor Convention Center. The county has put funds aside for the past 20 years specifically for this project, and the state funding will remove some of the financial burden for them as they work to create a premier event space in Jackson County. Additionally, the funding will allow the county to preserve the historic gymnasium space in the convention center. To successfully secure this appropriation, Shumaker Advisor Alan Suskey worked closely with Senator Jay Trumbull, Representative Shane Abbott, and Florida Commerce.

Town of Redington Beach - Roadway Resurfacing Project

- The Town of Redington Beach has invested significant funds into stormwater management in recent years, leaving their funding depleted and their roadways in need of major repairs. Working alongside Senator Nick DiCeglie and Representative Linda Chaney, Shumaker Advisors was able to secure $750,000 for the Town to complete needed upgrades to their roadways that will complete the process to allow the town to have a seamless stormwater management system.

Escambia County

- Shumaker Advisors partnered with Escambia County and the Pensacola and Perdido Bays Estuary Program (PPBEP) to secure the Pensacola and Perdido Bays Estuary of National Significance Act, designating the Bays as Estuaries of National Significance. This designation unlocks federal funding through the EPA's National Estuary Program to enhance water quality, protect habitats, and support the regional economy.

Madeira Beach - Beach Groin Replacement

- Shumaker Advisors secured $500,000 to install groins for preservation of existing beach sand along Madeira Beach. This reduced the need for re-nourishment dollars after naturally occurring sedimentation eroded existing beach.

City of Oldsmar - Douglas Road Improvements Phase 2

- Shumaker Advisors obtained $1.5 million for Reconstructing Douglas Road in Cypress Lakes Industrial Park, the third largest industrial park in Pinellas County (also serves Hillsborough County). This resulted in vastly improved and safer connectivity via ingress, egress, and travel for the 6,500 ADT to the 530 park businesses. Phase 2 Improvements, from Stevens Road to Race Track Road, included road reconstruction, widening with a center turn lane, culvert installation for improved drainage, landscaping, lighting, benches, sidewalk, and signage.

City of Oldsmar – Douglas Road Improvements

- Douglas Road services the Cypress Lakes Industrial Park, which is the third-largest industrial park in Pinellas County and houses 530 park businesses. These businesses accrue an average of 6,500 daily trips, and improvements to Douglas Road made possible by Shumaker Advisors state lobbying service's acquisition of $3 million in state funding over the past three legislative sessions greatly improved mobility, safety, and connectivity for vehicles and pedestrians alike.

Gracepoint Wellness - Baker Act Bed Funding

- Gracepoint is a private nonprofit behavioral health center providing vital mental health services to the greater Tampa Bay Community for over 70 years. As part of their services, Gracepoint is home to the largest crisis stabilization patient unit in the State of Florida. Nonetheless, a critical shortage of psychiatric beds for women in Tampa Bay has led to a significantly underserved patient community. Shumaker Advisors represented Gracepoint to secure a federal appropriation of $2 million for the construction of a twenty-four-bed psychiatric hospital for women, which was constructed on the Gracepoint campus in 2022.

Hillsborough County School Board - Tinker School

- The Hillsborough County School District (HCSD) is the seventh-largest school district in the nation and is responsible for the public-school facility located on MacDill Air Force Base, known as The Tinker School. Tinker requires major upgrades and repairs totaling $16 million. Shumaker Advisors represented HCSD to obtain an increased level of funding of $300 million in the House Defense Appropriations Bill for FY2022 to provide for Tinker and other similarly situated schools.

Pinellas Suncoast Transit Authority (PSTA) - Central Avenue Bus Rapid Transit (BRT) line

- During the 2015 budget session, PSTA requested a $1 million appropriation to assist in the establishment of the Central Avenue BRT line. This funding was the number one priority of the authority during the session and would connect downtown St. Petersburg to the beaches. Shumaker Advisors was hired as a subcontractor during the session to assist in convincing the local delegation and legislative leaders of the need for this project. After

much discussion with FDOT, PSTA staff, and legislative leaders, we developed a strategy for FDOT to fund the request internally, thereby avoiding any conflict with the Governor's Office. FDOT has since funded the project, and the BRT line was established. During the 2017 session, Shumaker Advisors secured $1 million for the authority to begin the planning and development of a long-planned Clearwater transportation project.

Clearwater Marine Aquarium – Manatee Rehabilitation Exhibit

- On behalf of the Clearwater Marine Aquarium (CMA), Shumaker Advisors worked with the state to create and fund the CMA's Manatee Rehabilitation Exhibit. Advisors obtained $3.5 million in funds to support the development of the manatee rehabilitation facility at CMA. This facility expanded the CMA's tourism and improved ocean literacy for local and out-of-town visitors. These funds created new jobs, educated the public, rehabilitated marine life, and boosted the economy.

C. Insurance Requirements, Bonding, and Statement of Insurance

Identify Claims

Like all law firms, the firm may be subject to professional liability claims in its normal course of business. Claims and their outcomes are considered confidential. Questions or further inquiries may be directed to the firm's General Counsel.

Statement of Assurance

The firm's attorneys comply with all applicable ethics opinions and bar rules in the jurisdiction the attorneys' practice.

Bonding

There are no claims to report, and Shumaker Advisors complies with any applicable bond requirements.

4. ADVOCACY AND SUPPORT APPROACH

Shumaker Advisors' previous experience and ongoing work give us a clear, complete understanding of the City of St. Pete Beach's priorities, interests, brand, and image. This insight, coupled with our background in important areas such as building standards; certification requirements; and emergency management planning, preparation, response, and recovery, make us the ideal government relations firm to serve the City of St. Pete Beach's needs.

At the start of our renewed engagement period, Shumaker Advisors will meet with the City of St. Pete Beach to develop an advocacy plan. This plan can include, but is not limited to, the following:

- Developing and executing a legislative plan with priorities that may include the following:
    - Septic to sewer conversion, infrastructure improvements, sidewalk extensions, fire station rebuilds, etc.
    - Applying for competitive agency and department grants, e.g.:
        - Florida Job Growth Grant Fund, Federal DOT SMART Grant, Federal DOT RAISE Grant, Congressional Community Projects, etc.
- Identifying funding sources and the state and federal levels of government and creating plans to secure that funding.
    - Adhering with funding deadline and important dates set forth in the state legislative calendar, as follows:
        - Contract execution - Feb. 15: Project identification, House and Senate form completion, and House and Senate member submission of projects.
        - Feb. 15 - March 31: Meetings with House and Senate appropriations leaders on projects
        - April 1: Approximate date for House and Senate chair drafts to be published.
        - April 15: Approximate completion of House and Senate budget process
        - April 21: Approximate start of Budget Conference between House and Senate
        - May 2: Sine Die - budget conference must be completed, and final budget voted on.
        - May 2 - July 1: EOG meetings to justify projects and answer any necessary questions to push priorities forward.
        - July 1 and Ongoing: Agency work for contract execution and project implementation
- Creating plans to meet with relevant elected officials (including key legislators and the Governor's office), committee members, state agency officials, and other decision makers relevant to the City's interests, e.g.:
    - Fly-ins to Tallahassee and Washington, D.C. to meet with state and federal decision makers.

    - National and Florida League of City days on Capitol Hill
    - Zoom meetings with congressional and legislative leaders.
- Working with city communications teams for marketing campaigns, social media posts, and/or print media opportunities.
- Gathering letters of support from community leaders and constituents
- Establishing a regular meeting schedule with the City Commissioners and City Manager to provide updates on the progress of legislation, as well as regulatory and appropriations actions, that may affect the City and adjust priorities, if necessary

Leveraging our experience, connections, and familiarity with the City's priorities, we are confident that Shumaker Advisors will continue to serve as a high-quality, dependable partner to the City of St. Pete Beach.

5. FEE

For monthly state lobbying services as outlined in the proposal, Shumaker Advisors proposes a monthly fee of $5,000 for state advocacy services and $4,000 for federal advocacy services to cover all services within the scope of services.

For a 12-month duration of the contract, the total fee for both state and federal services would be $108,000. This fee reflects our dedication to providing exceptional advocacy services tailored to the needs of the City of St. Pete Beach.

6. FORMS

Regarding the Sample Contract:

Pursuant to the direction from Mr. Taylor in his 12/18/24 email, where he advised that: “This is only used for construction type RFP’s” and his 12/19/24 email stating that “The agreement is amendable, but prior to the award. If you have any issues with the existing sample, please notate those on the copy provided and make sure that it is noted in your bid documents”, we request the following sections of the sample contract:

4. Scope of Services

Subsections b, c, e,

5. Damages

6. Remedies

Subsections b

7. Waiver of Liens

8. Warranties

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Title of Agreement

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and ~~(Vendor Name Here)~~**SHUMAKER ADVISORS FLORIDA, LLC**. (hereinafter "Contractor"). The City and Contractor together shall be referred to as the "parties."

WHEREAS, The City properly issued a Request for Bids, attached and incorporated hereto as Exhibit "B" and the City Commission authorized the selection of Contractor at its [Insert Date] public hearing.

WHEREAS, City desires to purchase from Contractor the services described in this Agreement.

WHEREAS, Contractor is in the business of providing the services described herein, and has submitted an appropriate proposal to the City to provide the same.

WHEREAS, this Agreement has been properly approved by the appropriate authority of the City and the Contractor.

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

2. Public Records. The Contractor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**

3. Employment Eligibility. The Contractor shall comply with all local, state and federal directives, orders and law as applicable to the contract. Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system under 448.095, Fla. Stat.

3.1 ~~a.~~ Contractor agrees to comply with all applicable portions of Fla. Stat. 448.095.

Contractor must use the U.S. Department of Homeland Security's E-Verify System, https://e-verify.uscis.gov/emp to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Agreement.

3.2 ~~b.~~ Subcontractors (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement; (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095; (iii) Contractor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.

3.3 ~~c.~~ Contractor must provide evidence of compliance with Fla. Stat. 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notices of Contractor's E-Verify number.

3.4 ~~d.~~ Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs, if necessary. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public agreement for a period of one (1) year after date of termination.

4. Scope of Services. The Contractor must perform all work for the City required by the contract documents as set forth ~~below~~in Exhibit B:

~~a. Contractor will furnish all labor, materials, and equipment necessary as indicated in the Request for Bids (Exhibit B) in the amount of $().~~

~~b. Contractor must supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor must comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor must at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.~~

~~c. Contractor will provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.~~

4.1 ~~d.~~ Contractor must comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein. The Contractor further warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the contract.

~~e. Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.~~

Contractor further warrants that all goods, materials and workmanship furnished, whether furnished by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted. Last, Contractor warrants all material and workmanship for a minimum of (1) year from date of project completion and acceptancy by the City. If within one (1) year after acceptance by the City, or within such larger period of time as may be prescribed by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor will, after receipt of a written notice from the City to do so, promptly correct the work.

5. Damages. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of $500 per day, for each day after the date set forth in paragraph 10, that Contractor has failed to properly and completely deliver all goods or provide all service specified herein. The Contractor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

6. Remedies.

a. Damages. The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the city resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.

b. Correction of Work. If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the city reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City is the sole judge of non-conformance and the quality of workmanship.

7. Waiver of Liens. Prior to final payment of the Contract Sum, a final waiver of lien must be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement.

8. Warranties.

a. Warranty of Title. Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that Contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

~~b. Warranty of Specifications. The Contractor warrants that all goods, materials, workmanship furnished, whether by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.~~

~~c. Warranty of Merchantability. The Contractor warrants all material and workmanship for a minimum of one (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the city, or within such larger period of time as may be described by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor must after receipt of a written notice from the City to do so, promptly correct the work unless the City has previously given the Contractor a written acceptance of such condition.~~

5. ~~9.~~ Completion Date. Contractor shall provide the services, described herein to be completed within the first 12 months of the agreement.

6. ~~10.~~ Term. This Agreement will remain in effect for a period of (3) three years with (2) two, (1) one year extensions from the Effective Date.

7. ~~11.~~ Effective date. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all parties.

8. Termination.

8.1 ~~12. Termination.~~ This Agreement may be ~~canceled~~terminated by the City when:

a. Sufficient funds are not available to continue its full and faithful performance to the Agreement.

b. Sub-standard or non-performance of Agreement.

c. The City wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the Contractor.

8.2 This Agreement may be terminated by the Contractor when:

a. The Contractor wishes to terminate at any time and for any reason, upon giving thirty (30) days prior written notice to the City.

b. In the event the City terminates, Contractor shall be entitled to the prorated compensation specified in Exhibit B for services performed up to the termination date.

9. ~~13.~~ Fiscal Non-funding. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Contractor.

10. ~~14.~~ Non-Exclusivity. Contractor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services that are subject to this Agreement.

11. ~~15.~~ Compensation. Upon Contractor's satisfactory full performance of the services or in accordance with the payment schedule provided in the attached proposal, City shall pay Contractor, as full consideration for services provided in this Agreement and more specifically in Exhibit B.

12. ~~16.~~ Insurance. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than $1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing

coverage up through and including the final performance of any services provided herein. Contractor and all of Contractor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Contractor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of $100,000.00 per accident or occurrence. Contractor shall present City with a certificate for all the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City.

The Contractor waives all rights against the City, its consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Contractor, Contractor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

13. ~~17.~~ Indemnification. In consideration of the payment of ten dollars as part of the compensation described herein, Contractor shall indemnify, defend and hold the City harmless for itself, its past/present/future elected and appointed officials, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, liability or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not, and in connection with violations of copyrighted or trademarked materials used by Contractor, loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. In any and all claims against the City, or any of their agents or employees by any employee of the Contractor any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph is not limited in any way by any limitation in this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing contained herein is intended nor may it be construed, to waive City's rights and immunities under the common low or Section 768.28, Florida Statutes, as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Agreement may be retained by the City until all of the City's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld is not subject to payment of interest by the City. The above provisions will survive the termination or expiration of this Agreement and will pertain to any occurrence

during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

14. ~~18.~~ Discriminatory Vendor List. Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134 (1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287-134 (2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal,

or reply on a contract to a public entity; may not submit a bid or proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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."

15. ~~19.~~ Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement will be those of Contractor, which policies of Contractor will not conflict with City, State, or United States policies, rules, or regulations relating to the use of Contractor's funds provided for herein. The contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in it business, and that it will utilize a high level of skill necessary to perform the work. This Agreement must not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

16. ~~20.~~ Audit Rights. The City reserves the right to audit the records of the Contractor for the commodities and/or serves provided under the contract at any time during the performance and term of the contract and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor must allow the City to inspect, examine and review the records of the Contractor in relation to this Agreement at any an all times during normal business hours during the term of the Agreement.

17. ~~21.~~ Exhibits. The following Exhibits shall be attached, incorporated, and made a part of this Agreement:

17.1 ~~a.~~ Florida public records law (Exhibit "A")

17.2 ~~b.~~ Request for Bid (Exhibit "B")

17.3 ~~c.~~ Vendor Proposal (Exhibit C)

18. ~~22.~~ Notices. All notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

As to Contractor:	**As to City:**
Shumaker Advisors FL, LLC.	City Manager
101 E. Kennedy Blvd.	City of St. Pete Beach
Suite 2800	155 Corey Avenue
Tampa, FL 33602	St. Pete Beach, FL 33706
With Copy To:	**With Copy To:**
RChristaldi@shumaker.com	cityattorney@stpetebeach.org

~~As to Contractor:~~

~~As to City:~~
~~City Manager~~
~~City of St. Pete Beach~~
~~155 Corey Avenue~~
~~St. Pete Beach, FL 33706~~

~~With Copy To:~~
~~Insert Vendor email address~~

~~With Copy To:~~
~~cityattorney@stpetebeach.org~~

19. ~~23.~~ Conflicts and Severability. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict. If any section, part of section, paragraph, clause, phrase, or word of this Agreement is declared invalid, the remaining provisions of this Agreement shall not be affected.

20. ~~24.~~ Amendments. This document and exhibits embody the entire Agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the parties. This Agreement may be amended or modified only in writing signed by all parties hereto.

21. ~~25.~~ Jurisdiction, Venue, Attorney Fees. This Agreement shall be governed and construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorney's fees incurred through all appellate proceedings.

22. ~~26.~~ Assignment. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Contractor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.

23. ~~27.~~ Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

24. ~~28.~~ Authority. Contractor hereby acknowledges that the person executing this Agreement on behalf of Contractor has the full authority to do so and to bind Contractor to the terms hereof.

25. Registration. If required by law, representatives of Contractor shall register as a lobbyist, and file periodic reports at City's request. Registration requires that Contractor file a completed Registration Form and an Authorization Form and pay the applicable registration fee. These registration fees vary from municipality to municipality, county to county, and state to state. Registration is also required to lobby on the federal level. The registration must be renewed on an annual basis. Some jurisdictions require a first time set up fee and separate registration fees for multiple issues. The City will be billed for the Registration fees as applicable. Contractor may also advise and assist City, in completing City-related reporting as required by the applicable laws and regulations.

26. Compensation and Expenses. City agrees to pay Contractor a flat fee of Dollars ($) for the Services. Contractor will bill City 50% upon execution of the Agreement and 50% at the conclusion of the project. City will be responsible for reimbursement of our out-of-pocket expenses, including all registration fees as applicable, long distance telephone calls, facsimile, postage, copying, messenger service, travel, fee-based computerized research, and, to the extent required because of the unique time demands of the matter, secretarial overtime.

Where possible, Contractor will channel invoices to City for direct payment. If City ever has questions regarding our statements or the services which are being rendered, City shall advise Contractor promptly so that Contractor may address City's concern and take appropriate action to meet City's expectations. City identifies the following representative as it's point of contact for billing/ invoices:

Name

Title

Email

Phone

Contractor is confident that their clients make every effort to pay promptly. Occasionally, however, a client has difficulty in making timely payment. To avoid burdening those clients who pay their statements promptly with higher fees reflecting the added cost Contractor incur as a result of clients who are delinquent, Contractor will assess a monthly service charge at the rate of one percent (1%) per month for late payments. This charge will be assessed on the last day of each month against all fees and costs which were billed before the beginning of the month and remain unpaid at the end of the month. In no event will the service charge be greater than permitted by any applicable law. In the unlikely event that Contractor is required to institute legal proceedings to collect fees and costs owed by City, City will also be liable for reasonable attorneys' fees incurred and other costs of collection. Lawyer time will be billed separately and at the usual hourly rate.

27. Confidentiality. City agrees that the terms of this Agreement shall be held strictly confidential by City and may not be disclosed to a third party without written approval from Contractor, except as required by law or judicial order.

28. Disclosure of Shumaker Advisor's relationship with Shumaker, Loop & Kendrick, LLP. City understands that Shumaker, Loop & Kendrick, LLP is the managing member of Contractor. Entering into this Agreement does not obligate City to employ Shumaker, Loop & Kendrick, LLP to perform any legal work that City deems necessary, whether in connection with the Services or otherwise. In the event that City decides to retain Shumaker, Loop & Kendrick, LLP to perform legal work, City will separately engage Shumaker, Loop & Kendrick, LLP. If City is a current client of Shumaker, Loop & Kendrick, LLP, City acknowledges that Shumaker, Loop & Kendrick, LLP has advised City to seek independent legal counsel to advise City on the questions of whether City should proceed with the Services and whether City should engage Contractor to provide the Services. City acknowledges that Contractor does not provide legal services and is not being retained by City to provide legal services or legal advice.

29. Arbitration. Any dispute between Contractor and City shall be resolved by arbitration administered by the American Arbitration Association under its then-current Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection. Any arbitration hearings will be held in Tampa, Florida, and will be heard by one arbitrator. The Parties shall select the arbitrator within 15 days after the commencement of the arbitration. If the Parties fail to select the arbitrator on or before the expiration of the fifteen-day deadline, then AAA shall select the arbitrator within seven days thereafter. The arbitrator shall issue the Award within six months of appointment, unless the Parties mutually agree otherwise. Judgment on the award may be awarded, and any motion to vacate may be

filed, only in a federal or state court in Hillsborough County, Florida, and the Parties consent to exclusive venue and personal jurisdiction in those courts. Each Party retains the right to use arbitration to seek a temporary restraining order or preliminary injunction pending arbitration. The prevailing Party shall be entitled to its reasonable costs and attorney fees for the arbitration.

30. Entitlement To Reasonable Attorney's Fees and Expenses. If any party brings an action to enforce the terms of this Agreement, or to declare rights hereunder, the prevailing party in such action, including any and all appeals or petitions therefrom, shall be entitled to its reasonable attorney's fees and expenses, to be paid by the other party.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year set forth below.

SHUMAKER ADVISORS FLORIDA, LLC	**City of St. Pete Beach:**
Signature: _____	Signature: _____
By: Ronald A. Christaldi	By: _____
Its: President and Chief Executive Officer	Its: _____
Date: _____	Date: _____
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:	**ATTEST:**
_____	_____
Ralf Brooks City Attorney	Amber LaRowe City Clerk

Summary report: Litera Compare for Word 11.10.0.38 Document comparison done on 1/6/2025 1:57:40 PM	
Style name: JT	
Intelligent Table Comparison: Active	
Original DMS: iw://cloudimanage.com/IMANAGE/31944929/1	
Modified filename: City of St. Pete Beach Federal Lobbying RFP Agreement(31944929.4).docx	
Changes:	
Add	63
~~Delete~~	79
~~Move From~~	0
Move To	0
Table Insert	1
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	143

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Title of Agreement

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and **SHUMAKER ADVISORS FLORIDA, LLC**. (hereinafter "Contractor"). The City and Contractor together shall be referred to as the "parties."

WHEREAS, The City properly issued a Request for Bids, attached and incorporated hereto as Exhibit "B" and the City Commission authorized the selection of Contractor at its [Insert Date] public hearing.

WHEREAS, City desires to purchase from Contractor the services described in this Agreement.

WHEREAS, Contractor is in the business of providing the services described herein, and has submitted an appropriate proposal to the City to provide the same.

WHEREAS, this Agreement has been properly approved by the appropriate authority of the City and the Contractor.

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

2. Public Records. The Contractor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**

3. Employment Eligibility. The Contractor shall comply with all local, state and federal directives, orders and law as applicable to the contract. Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system under 448.095, Fla. Stat.

3.1 Contractor agrees to comply with all applicable portions of Fla. Stat. 448.095. Contractor must use the U.S. Department of Homeland Security's E-Verify System, https://e-verify.uscis.gov/emp to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Agreement.

3.2 Subcontractors (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement; (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095; (iii) Contractor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.

3.3 Contractor must provide evidence of compliance with Fla. Stat. 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notices of Contractor's E-Verify number.

3.4 Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs, if necessary. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public agreement for a period of one (1) year after date of termination.

4. Scope of Services. The Contractor must perform all work for the City required by the contract documents as set forth in Exhibit B:

4.1 Contractor must comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein. The Contractor further warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the contract.

5. Completion Date. Contractor shall provide the services, described herein to be completed within the first 12 months of the agreement.

6. Term. This Agreement will remain in effect for a period of (3) three years with (2) two, (1) one year extensions from the Effective Date.

7. Effective date. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all parties.

8. Termination.

8.1 This Agreement may be terminated by the City when:

a. Sufficient funds are not available to continue its full and faithful performance to the Agreement.

b. Sub-standard or non-performance of Agreement.

c. The City wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the Contractor.

8.2 This Agreement may be terminated by the Contractor when:

a. The Contractor wishes to terminate at any time and for any reason, upon giving thirty (30) days prior written notice to the City.

b. In the event the City terminates, Contractor shall be entitled to the prorated compensation specified in Exhibit B for services performed up to the termination date.

9. Fiscal Non-funding. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Contractor.

10. Non-Exclusivity. Contractor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services that are subject to this Agreement.

11. Compensation. Upon Contractor's satisfactory full performance of the services or in accordance with the payment schedule provided in the attached proposal, City shall pay Contractor, as full consideration for services provided in this Agreement and more specifically in Exhibit B.

12. Insurance. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than $1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Contractor and all of Contractor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Contractor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of $100,000.00 per accident or occurrence. Contractor shall present City with a certificate for all the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City.

The Contractor waives all rights against the City, its consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Contractor, Contractor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

13. Indemnification. In consideration of the payment of ten dollars as part of the compensation described herein, Contractor shall indemnify, defend and hold the City harmless for itself, its past/present/future elected and appointed officials, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, liability or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not, and in connection with violations of copyrighted or trademarked materials used by Contractor, loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. In any and all claims against the City, or any of their agents or employees by any employee of the Contractor any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph is not limited in any way by any limitation in this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing contained herein is intended nor may it be construed, to waive City's rights and immunities under the common low or Section 768.28, Florida Statutes, as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Agreement may be retained by the City until all of the City's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld is not subject to payment of interest by the City. The above provisions will survive the termination or

expiration of this Agreement and will pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

14. Discriminatory Vendor List. Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134 (1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287-134 (2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to a public entity; may not submit a bid or proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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."

15. Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement will be those of Contractor, which policies of Contractor will not conflict with City, State, or United States policies, rules, or regulations relating to the use of Contractor's funds provided for herein. The contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in it business, and that it will utilize a high level of skill necessary to perform the work. This Agreement must not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

16. Audit Rights. The City reserves the right to audit the records of the Contractor for the commodities and/or serves provided under the contract at any time during the performance and term of the contract and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor must allow the City to inspect, examine and review the records of the Contractor in relation to this Agreement at any an all times during normal business hours during the term of the Agreement.

17. Exhibits. The following Exhibits shall be attached, incorporated, and made a part of this Agreement:

17.1 Florida public records law (Exhibit "A")

17.2 Request for Bid (Exhibit "B")

17.3 Vendor Proposal (Exhibit C)

18. Notices. All notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

As to Contractor:	**As to City:**
Shumaker Advisors FL, LLC.	City Manager
101 E. Kennedy Blvd.	City of St. Pete Beach

Suite 2800	155 Corey Avenue
Tampa, FL 33602	St. Pete Beach, FL 33706
With Copy To:	**With Copy To:**
RChristaldi@shumaker.com	cityattorney@stpetebeach.org

19. Conflicts and Severability. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict. If any section, part of section, paragraph, clause, phrase, or word of this Agreement is declared invalid, the remaining provisions of this Agreement shall not be affected.

20. Amendments. This document and exhibits embody the entire Agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the parties. This Agreement may be amended or modified only in writing signed by all parties hereto.

21. Jurisdiction, Venue, Attorney Fees. This Agreement shall be governed and construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorney's fees incurred through all appellate proceedings.

22. Assignment. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Contractor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.

23. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

24. Authority. Contractor hereby acknowledges that the person executing this Agreement on behalf of Contractor has the full authority to do so and to bind Contractor to the terms hereof.

25. Registration. If required by law, representatives of Contractor shall register as a lobbyist, and file periodic reports at City's request. Registration requires that Contractor file a completed Registration Form and an Authorization Form and pay the applicable registration fee. These registration fees vary from municipality to municipality, county to county, and state to state. Registration is also required to lobby on the federal level. The registration must be renewed on an annual basis. Some jurisdictions require a first time set up fee and separate registration fees for multiple issues. The City will be billed for the Registration fees as applicable. Contractor may also advise and assist City, in completing City-related reporting as required by the applicable laws and regulations.

26. Compensation and Expenses. City agrees to pay Contractor a flat fee of Dollars ($) for the Services. Contractor will bill City 50% upon execution of the Agreement and 50% at the conclusion of the project. City will be responsible for reimbursement of our out-of-pocket expenses, including all registration fees as applicable, long distance telephone calls, facsimile, postage, copying, messenger service, travel, fee-based

computerized research, and, to the extent required because of the unique time demands of the matter, secretarial overtime.

Where possible, Contractor will channel invoices to City for direct payment. If City ever has questions regarding our statements or the services which are being rendered, City shall advise Contractor promptly so that Contractor may address City's concern and take appropriate action to meet City's expectations. City identifies the following representative as it's point of contact for billing/ invoices:

Name

Title

Email

Phone

Contractor is confident that their clients make every effort to pay promptly. Occasionally, however, a client has difficulty in making timely payment. To avoid burdening those clients who pay their statements promptly with higher fees reflecting the added cost Contractor incur as a result of clients who are delinquent, Contractor will assess a monthly service charge at the rate of one percent (1%) per month for late payments. This charge will be assessed on the last day of each month against all fees and costs which were billed before the beginning of the month and remain unpaid at the end of the month. In no event will the service charge be greater than permitted by any applicable law. In the unlikely event that Contractor is required to institute legal proceedings to collect fees and costs owed by City, City will also be liable for reasonable attorneys' fees incurred and other costs of collection. Lawyer time will be billed separately and at the usual hourly rate.

27. Confidentiality. City agrees that the terms of this Agreement shall be held strictly confidential by City and may not be disclosed to a third party without written approval from Contractor, except as required by law or judicial order.

28. Disclosure of Shumaker Advisor's relationship with Shumaker, Loop & Kendrick, LLP. City understands that Shumaker, Loop & Kendrick, LLP is the managing member of Contractor. Entering into this Agreement does not obligate City to employ Shumaker, Loop & Kendrick, LLP to perform any legal work that City deems necessary, whether in connection with the Services or otherwise. In the event that City decides to retain Shumaker, Loop & Kendrick, LLP to perform legal work, City will separately engage Shumaker, Loop & Kendrick, LLP. If City is a current client of Shumaker, Loop & Kendrick, LLP, City acknowledges that Shumaker, Loop & Kendrick, LLP has advised City to seek independent legal counsel to advise City on the questions of whether City should proceed with the Services and whether City should engage Contractor to provide the Services. City acknowledges that Contractor does not provide legal services and is not being retained by City to provide legal services or legal advice.

29. Arbitration. Any dispute between Contractor and City shall be resolved by arbitration administered by the American Arbitration Association under its then-current Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection. Any arbitration hearings will be held in Tampa, Florida, and will be heard by one arbitrator. The Parties shall select the arbitrator within 15 days after the commencement of the arbitration. If the Parties fail to select the arbitrator on or before the expiration of the fifteen-day deadline, then AAA shall select the arbitrator within seven days thereafter. The arbitrator shall issue the Award within six months of appointment, unless the Parties mutually agree otherwise. Judgment on the award may be awarded, and any motion to vacate may be filed, only in a federal or state court in Hillsborough County, Florida, and the Parties consent to exclusive venue and personal jurisdiction in those courts. Each Party retains the right to use arbitration to seek a temporary restraining order or preliminary injunction pending arbitration. The prevailing Party shall be entitled to its reasonable costs and attorney fees for the arbitration.

30. Entitlement To Reasonable Attorney's Fees and Expenses. If any party brings an action to enforce the terms of this Agreement, or to declare rights hereunder, the prevailing party in such action, including any and all appeals or petitions therefrom, shall be entitled to its reasonable attorney's fees and expenses, to be paid by the other party.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year set forth below.

SHUMAKER ADVISORS FLORIDA, LLC	**City of St. Pete Beach:**
Signature: _____	Signature: _____
By: Ronald A. Christaldi	By: _____
Its: President and Chief Executive Officer	Its: _____
Date: _____	Date: _____
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:	**ATTEST:**
_____	_____
Ralf Brooks City Attorney	Amber LaRowe City Clerk

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Hylant - Toledo
811 Madison Ave
Toledo OH 43604

CONTACT NAME:
PHONE (A/C, No, Ext): 419-255-1020 **FAX (A/C, No):** 419-255-7557
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Twin City Fire Insurance Co	29459
INSURER B : Hartford Underwriters Ins Co	30104
INSURER C : Property & Casualty Ins Co of Hartford	34690
INSURER D :	
INSURER E :	
INSURER F :	

INSURED SHUMA-1
Shumaker, Loop & Kendrick, LLP; Shumaker Advisors Florida, LLC; Shumaker Advisors, LLC
1000 Jackson Street
Toledo OH 43604-5515

COVERAGES **CERTIFICATE NUMBER:** 355467229 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	45WEBM1068-AZ, FL, GA, MD, MN, NE, NY, RI, VA, OH 45WEBM1068-NJ, SC, TX 45WEBM1068-MI, NC	8/1/2024 8/1/2024 8/1/2024	8/1/2025 8/1/2025 8/1/2025	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Covered States: AZ, FL, GA, MD, MI, MN, NC, NE, NJ, NY, RI, SC, TX, VA, OH (OH-Stop Gap Only)
Waiver of Subrogation is included in favor of the City of St. Pete Beach as required by written contract.

CERTIFICATE HOLDER

City of St. Pete Beach
Attn: City Manager-Frances Robustelli
155 Corey Ave.
St. Pete Beach FL 33706

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Nicholas R Hylant

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II. CONTRACTOR'S PROPOSAL SUBMITTAL

The company that is submitting a proposal declares that it has extensive experience in **Federal Lobbying.**

The undersigned, as Proposer, hereby declares that the only person or persons interested in the Proposal as principal or principals are named herein, and that no person other than herein mentioned has any interest in the Proposal or in the Agreement to be entered into; that this Proposal or Agreement is made without connection with any other person, company, or parties making a Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Proposer further declares that they have examined the site of the work and informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that they have examined the Plans and Specifications for the work and Contract Documents relative thereto, and have read all special provisions furnished prior to the opening of proposals; and that they have satisfied themselves relative to the materials to be supplied and work to be performed.

The Proposer proposes and agrees, if the Proposal is accepted, to contract with the City of St. Pete Beach, Florida, in the form of an Agreement specified for **"Federal Lobbying"** in St. Pete Beach, Florida, 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 St. Pete Beach, Florida.

The successful Proposer shall be required to utilize the template Agreement in this Request for Proposals (RFP) and any questions regarding the Agreement must be addressed during the RFP process before submittal. The City reserves the right to respond or not respond to questions in the form of an addendum.

The Proposer proposes to furnish all materials, equipment, labor, and perform the work submitted in their proposal schedule for the City of St. Pete Beach **"Federal Lobbying".**

COMPANY: Shumaker Advisors Florida DATE: 01-03-2025

ADDRESS: 101 E. Kennedy Blvd. Suite 2800 Tampa, FL 33602 PHONE: 813.676.7253

PROPOSER: Celeste S Chettino NAME: Celeste Schettino - Assistant Director of Operations (ADO)
(SIGNATURE) *(PRINT NAME & TITLE)*

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of ☒ physical presence or ☐ online notarization**, this 3RD day of JANUARY, 2025, by CELESTE SCHETTINO, who is personally known to me or has produced _____ as identification.

(SEAL)

Kathleen R. Wolfe
Notary Public – State of Florida

(Print, Type, Stamp, or Commissioned Name of Notary Public)

KATHLEEN R. WOLFE
Notary Public - State of Florida
Commission # HH 361104
My Comm. Expires Mar 28, 2027
Bonded through National Notary Assn.

SUBMIT PROPOSAL TO:

OFFICE OF THE CITY CLERK, CITY OF ST. PETE BEACH
155 COREY AVENUE, ST. PETE BEACH, FLORIDA 33706

VI. PUBLIC ENTITY CRIMINAL AFFIDAVIT

SWORN STATEMENT – PUBLIC ENTITY CRIMES

PURSUANT TO § 287.133 (3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
THE 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: City of St. Pete Beach

by: Celeste Schettino
(Print individual's name and title)

for: Shumaker Advisors Florida LLC
(Print name of entity submitting sworn statement)

at: 101 E. Kennedy Blvd Suite 2800 Tampa, FL 33602
(Business address)

and (if applicable), its Federal Employer Identification Number (FEIN):
81-5481020
(FEIN)

or, if the entity has no FEIN, include the Social Security Number:

(SSN)

by the individual signing this sworn statement:
Celeste
(Signature)

2. I understand that a "public entity crime" as defined in § 287.133 (1)(g), Fla. Stat., means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States including, but not limited to, any proposal or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in § 287.133 (1)(b), Fla. Stat., means a finding of guilt or a conviction of public entity crime with or without an 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, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in § 287.133 (1)(a), Fla. Stat., means:
   a. A predecessor or successor of a person convicted of a 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 (1) 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 the arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who

knowingly enters into a joint venture with a person who has been convicted of a public crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Section 287.133 (1)(e), Fla. Stat., means any natural person or any 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 proposals or applies to proposal on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, 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 (indicate which statement applies).

☑ 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 nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement or one (1) 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 subsequent to July 1, 1989.

☐ The entity submitting this sworn statement or one (1) 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 subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered 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 (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 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. 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.

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of ☒ physical presence or ☐ online notarization**, this 3RD day of JANUARY, 2025, by CELESTE SCHETTINO, who is personally known to me or has produced _____ as identification.

(SEAL)

Kathleen R. Wolfe
Notary Public – State of Florida

KATHLEEN R. WOLFE
Notary Public - State of Florida
Commission # HH 361104
My Comm. Expires Mar 28, 2027
Bonded through National Notary Assn.

(Print, Type, Stamp Commissioned Name of Notary Public)

VII. NON-COLLUSION AFFADAVIT

STATE OF Florida

COUNTY OF Hillsborough

I state that I Celeste Schettino, AD0 of Shumaker Advisors Florida,
(Name and Title) (Name of Firm)

am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.

2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.

3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher that the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.

4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.

5. Shumaker Advisors FL, its affiliates, subsidiaries, officers, director, and employees (Name of Firm) are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the State of Florida for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

Name of Organization: Shumaker Advisors FL

Signed By: Celeste Schettino

Print Name: Celeste Schettino

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of** ☒ **physical presence or** ☐ **online notarization**, this 3RD day of JANUARY, 2025, by CELESTE SCHETTINO, who is personally known to me or has produced _____ as identification.

(SEAL)

Kathleen R. Wolfe
Notary Public – State of Florida

KATHLEEN R. WOLFE
Notary Public - State of Florida
Commission # HH 361104
My Comm. Expires Mar 28, 2027
Bonded through National Notary Assn.

(Print, Type, Stamp or Commissioned Name of Notary Public)

AGENDA ITEM NO. 8

NEIGHBOR'S FEEDBACK

AGENDA ITEM NO. 9

FUTURE AGENDA ITEMS

AGENDA ITEM NO. 10

NOTED ITEMS

ADJOURNMENT