

**CITY OF INDIAN ROCKS BEACH
REGULAR
CITY COMMISSION MEETING
AGENDA PACKET**

SEPTEMBER 9, 2025

6:00 PM

**Holiday Inn
Pelican Sandpiper Room
401 2nd Street
Indian Rocks Beach, FL. 33785**



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

Holiday Inn (Pelican Sandpiper Room) 401 2nd Street, Indian Rocks Beach, FL. 33785
Tuesday, September 9, 2025, at 6:00 P.M.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

COMMISSIONERS ROLL CALL

1. PRESENTATIONS.

A. REPORT OF Pinellas County Sheriff's Office.

B. REPORT OF Pinellas Suncoast Fire & Rescue District.

2. PUBLIC COMMENTS. [3-minute time limit per speaker.]

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

3. REPORTS OF:

A. City Attorney.

B. City Manager.

C. City Commission.
[3-minute time limit per City Commission Member.]

4. ADDITIONS/DELETIONS.

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

5. CONSENT AGENDA:

- A. APPROVAL OF** August 12, 2025, Special City Commission Meeting Minutes.
- B. APPROVAL OF** August 12, 2025, Regular City Commission Meeting Minutes.
- C. AUTHORIZE** the City Manager to sign a one-year renewal agreement with Public Risk Management (PRM) of Florida for property, casualty, and workers' compensation, and flood coverages for FY 2025-26.
- D. RESCHEDULING** March 10, 2026, Regular City Commission Meeting to Wednesday, March 25, 2026, due to the IRB General Election.
- E. RESCHEDULING** November 11, 2025, Regular City Commission Meeting to Wednesday, November 12, 2025, due to Veterans' Day.

6. PUBLIC HEARINGS:

- A. ABT CASE 25-2025- QUASI-JUDICIAL PROCEEDING- 1401 GULF BOULEVARD- GROUPERS ON THE GULF-. 2 COP: Beer; wine.** By the drink or in sealed containers for consumption on or off the premises where sold, for Groupers on the Gulf, located at 1401 Gulf Boulevard, STE 8 & 9, Indian Rocks Beach, Florida, and legally described as Lot 1, 2, and 3, Block 29, Re-Revised Map of Indian Beach. [Parcel Number: 01-30-14-42030-029-0010]. *Presented by City Clerk Kornijtschuk*

7. OTHER LEGISLATIVE MATTERS:

- A. RESOLUTION NO. 2025-10.** A resolution of the City Commission of the City of Indian Rocks Beach, Florida, calling for a general election for the purpose of electing, at large, qualified candidates to fill the vacancies of the Mayor-Commissioner Seat and two City Commissioner Seats for two-year terms; establishing a candidate qualifying period; authorizing the City Manager to enter into a contract with the Pinellas County Supervisor of Elections; establishing a polling place for the March 10, 2026 Election; authorizing the Pinellas County Supervisor of Elections to verify candidate petition cards and facilitate the election. *Presented by City Clerk Kornijtschuk*

8. OTHER BUSINESS:

- A. APPROVAL OF** Employment Agreement for Ryan Henderson as City Manager. *Presented by City Attorney Maggard*

9. ADJOURNMENT.

APPEALS: Any person who decides to appeal any decision made, with respect to any matter considered at such hearing, will need a record of the proceedings and, for such purposes, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, per s. 286.0105, F.S. Verbatim transcripts are not furnished by the City of Indian Rocks Beach, and should one be desired, arrangements should be made in advance by the interested party (i.e., Court Reporter).

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

POSTED: September 5, 2025

Upcoming City Meetings:

Executive Client Session

Discussion of ongoing litigation.

Tuesday, September 9, 2025, at 4:00 p.m.

Holiday Inn- Pelican Sandpiper Room, 401 2nd St., Indian Rocks Beach FL, 33785

Special City Commission Meeting

Public Hearing: Adopt Final Budget and Millage Rate

Wednesday, September 10, 2025, at 6:00 p.m.

Holiday Inn- Pelican Sandpiper Room, 401 2nd St., Indian Rocks Beach FL, 33785

Special City Commission Meeting

Final Public Hearing: Adopt Final Budget and Millage Rate

Wednesday, September 24, 2025, at 6:00 p.m.

Holiday Inn- Pelican Sandpiper Room, 401 2nd St., Indian Rocks Beach FL, 33785

Regular City Commission Meeting

Tuesday, October 14, 2025, at 6:00 p.m.

Location to be determined

AGENDA ITEM NO. 1 A

**REPORT OF
Pinellas County Sheriff's Office**

AGENDA ITEM NO. 1 B

**REPORT OF
Pinellas Suncoast Fire & Rescue
District**

AGENDA ITEM NO. 2

PUBLIC COMMENTS

AGENDA ITEM NO. 3 A

REPORTS OF City Attorney

AGENDA ITEM NO. 3 B

REPORTS OF City Manager

AGENDA ITEM NO. 3 C

REPORTS OF City Commission

AGENDA ITEM NO. 4

ADDITIONS/DELETIONS

AGENDA ITEM NO. 5 A

CONSENT AGENDA

MINUTES
CITY OF INDIAN ROCKS BEACH
CITY COMMISSION MEETING
Holiday Inn – Pelican Sandpiper Room
401 2nd Street, Indian Rocks Beach, Florida 33785
Tuesday, August 12, 2025, at 9:00 A.M.

CALL TO ORDER

Mayor-Commissioner Houseberg called the meeting to order at 9:00 A.M., followed by the Pledge of Allegiance and a moment of silence.

ROLL CALL

Present:

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

Also present: City Clerk Lorin Kornijtschuk, Administrative Assistant Mishelle Hargett, City Attorney Matthew Maggard (arrived at 9:33 A.M.)

For continuity, items are listed in agenda order, although not necessarily discussed in that order.

Mayor-Commissioner asked each candidate standardized questions from a consolidated list.

Each Commissioner had an opportunity to ask follow-up questions.

INTERVIEWS:

Ryan Henderson

Lynne Ladner

Yvonne Kimball

Charles Anderson

Motion: Vice Mayor-Commissioner Wilson motioned to take a 20-minute break at 11:10 a.m.

Second: Commissioner King seconded the motion.

Unanimous approval.

CALL TO ORDER

Mayor-Commissioner Houseberg called the meeting to order at 11:30 A.M. and continued the interview process, starting with the last candidate, Charles Anderson.

PUBLIC COMMENTS.

Kelly Cisarick, 448 Harbor Drive S. stated Ryan Henderson and Chuck Anderson have the communication style and the collaborative approach that would best fit the city.

John Phanstiehl, 448 Harbor Drive S., thanked the Commission for doing a terrific job and said that they had some clear choices to make.

Beth McMullen, 481 Harbor Drive S., stated there were some good candidates, and the city is a tough crowd with high expectations. A standout candidate was Ryan Henderson.

10. ADJOURNMENT.

Motion: Vice Mayor-Commissioner Wilson motioned to adjourn.

Second: Commissioner King seconded the motion.

Unanimous approval.

Meeting adjourned at 12:25 P.M.

Date Approved

Denise Houseberg, Mayor-Commissioner

Attest: _____
Lorin A. Kornijtschuk, City Clerk

AGENDA ITEM NO. 5 B

CONSENT AGENDA

MINUTES
CITY OF INDIAN ROCKS BEACH
CITY COMMISSION MEETING
Holiday Inn – Pelican Sandpiper Room
401 2nd Street, Indian Rocks Beach, Florida 33785
Tuesday, August 12, 2025, at 6:00 P.M.

CALL TO ORDER

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

ROLL CALL

Present:

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

Also present: Acting City Manager / Finance Director Dan Carpenter, City Clerk Lorin Kornijtschuk, Administrative Assistant Mishelle Hargett, City Attorney Matthew Maggard, and FCCMA/ICMA, Senior Advisor, Pam Brangaccio

For continuity, items are listed in agenda order, although not necessarily discussed in that order.

1 A. REPORT OF Pinellas County Sheriff's Office.

- The Pinellas County Sheriff's Office submitted a written crime analysis report for July 2025.

1 B. REPORT OF Pinellas Suncoast Fire & Rescue District.

- Fire Chief Ken Grimes provided his report for July.
- Demolition of the Fire Station located at 304 4th Street, Indian Rocks Beach, at the end of September.

2. PUBLIC COMMENTS.

- Kelly Cisarick, 448 Harbor Drive S. – Thanked Acting City Manager Dan Carpenter.
- Elizabeth Flynn, 914 Harbor House Dr – Thanked staff; Rotary Club donation to Friends of the Library; urged attention to unsafe golf cart usage; announced Oktoberfest on October 11, 2025.
- Don House, 2104 Beach Trail – Remarked on community interactions and cautioned against rushed decisions.

3. REPORTS OF:

A. City Attorney- Matthew Maggard,

- Reminder of Executive Session (Shade Meeting) August 26, 2025.

B. Acting City Manager- Dan Carpenter

- Thanked staff and commission for recent efforts to recruit a City Manager
- Reminder of three September meetings:
 - Sept. 9: Regular City Commission
 - Sept. 10 & Sept. 24: Special Meetings for TRIM and budget readings
- Update on City Hall Renovation: staggered reopening beginning with administration offices in early September; auditorium/chambers/library to follow.
- Beach Renourishment: County-funded project scheduled October 13–end of October; 48 easements in IRB remain outstanding.

C. City Commission

- Commissioners expressed appreciation to staff and FCCMA/ICMA, Senior Advisor, Pam Brangaccio, on the city manager selection process.
- Vice Mayor Wilson announced she will be attending the Florida League of Cities Conference.

4. ADDITIONS/DELETIONS. None

- Item 7 A removed. RESOLUTION NO. 2025-09. A Resolution of the City Commission of the City of Indian Rocks Beach, Florida, selecting a City Manager, providing Nationwide Plus to perform a comprehensive background check on the candidate, and providing for the City Attorney to negotiate the terms and conditions of employment.
- Item 7 C added (selection of alternate city manager candidate).

Motion: Vice Mayor-Commissioner Wilson motioned to approve the deletion of Item 7 A and the addition of 7 C.

Second: Commissioner King seconded the motion.

Ayes: Bigelow, Bond, King, Wilson, Houseberg

Nay: None

MOTION TO APPROVE CARRIED 5-0

City Attorney Maggard introduced the Consent Agenda and read Resolution No. 2025-08 by title.

5. CONSENT AGENDA:

- A. APPROVAL OF** July 8, 2025, Regular City Commission Meeting Minutes.
- B. APPROVAL OF** July 15, 2025, Special City Commission Meeting Minutes
- C. CONFIRMING ACTION** taken during July 15, 2025, Special City Commission Meeting.
- D. APPROVAL** of July 15, 2025 City Commission Budget Work Session Minutes.
- E. APPROVAL OF** the FY 2026 Law Enforcement Contract with the Pinellas County Sheriff's Office.
- F. ACCEPT/FILE** June 2025 Year-to-Date Financial Report.
- G. RESOLUTION NO. 2025-08.** A Resolution of the City Commission of the City of Indian Rocks Beach, Florida, nominating Madeira Beach Mayor Anne-Marie Brooks to the Forward Pinellas Board to represent the Big-C municipalities (excluding the City of Clearwater), and providing an effective date.
- H. APPROVAL OF** August 5, 2025, Special City Commission Meeting Minutes.

Motion: Vice Mayor-Commissioner Wilson motioned to approve the consent agenda, consisting of agenda items 5 A – 5 H.

Second: Commissioner King seconded the motion.

Unanimous approval by acclamation

6. PUBLIC HEARINGS: None

7. OTHER LEGISLATIVE MATTERS:

B. Selection of City Manager.

Commissioners voted by paper ballot. City Clerk Kornijtschuk announced the results.

Ballot results:

- Ryan Henderson – 3 votes (Houseberg, King, Wilson)
- Yvonne Kimball – 1 vote (Bond)
- Chuck Anderson – 1 vote (Bigelow)

Motion: Vice Mayor-Commissioner Wilson motioned to select Ryan Henderson as the new City Manager and authorize the City Attorney to negotiate a contract.

Second: Commissioner King seconded the motion.

Ayes: Bigelow, Bond, King, Wilson, Houseberg

Nay: None

MOTION TO APPROVE CARRIED 5-0

7. OTHER LEGISLATIVE MATTERS: (continued)

C. Selection of Alternate City Manager.

Commissioners voted by paper ballot. City Clerk Kornijtschuk announced the results.

Ballot results:

- Yvonne Kimball – 4 votes (Houseberg, King, Wilson, Bond)
- Chuck Anderson – 1 vote (Bigelow)

Motion: Vice Mayor-Commissioner Wilson motioned to select Yvonne Kimball as the Alternate City Manager if negotiations with Ryan Henderson are unsuccessful and authorize the City Attorney to negotiate a contract.

Second: Commissioner King seconded the motion.

Ayes: Bigelow, Bond, King, Wilson, Houseberg

Nay: None

MOTION TO APPROVE CARRIED 5-0

8. WORK SESSION ITEMS: None

9. OTHER BUSINESS. None

10. ADJOURNMENT.

Motion: Vice Mayor-Commissioner Wilson motioned to adjourn.

Second: Commissioner King seconded the motion.

Unanimous approval by acclamation

Meeting adjourned at 6:34 P.M.

Date Approved

Denise Houseberg, Mayor-Commissioner

Attest: _____


Lorin A. Kornijtschuk, City Clerk


AGENDA ITEM NO. 5 C

CONSENT AGENDA

INDIAN ROCKS BEACH CITY COMMISSION AGENDA MEMORANDUM

MEETING OF: September 9, 2025 **AGENDA ITEM:** 5 C

ORIGINATED BY: Dan Carpenter, Finance Director 

AUTHORIZED BY: Dan Carpenter, Acting City Manager 

SUBJECT: PRM Property/Casualty/Workers Compensation & Flood Insurance
Renewal Fiscal Year 2025/26 – Authorize Acting City Manager to
sign (1) one-year agreement.

BACKGROUND:

Each year, the IRB Administration works with PRM (Public Risk Management) to obtain renewal quotes for both property/casualty/workers' compensation and flood insurance. PRM is a public entity risk-sharing pool dedicated to making insurance both available and affordable for its members. Currently, it provides property/casualty/workers' compensation coverage. The City of Indian Rocks Beach has been a member of PRM since 2000 and has benefited significantly from its loss prevention support programs.

ANALYSIS:

The property/casualty/workers' compensation renewal quote for FY 2025/26 provides the same level of insurance coverage and deductibles as in previous years. In total, premiums have increased 5.84% to \$279,158 for FY 2025/26. A leveling out of costs in the property market led to a small renewal increase for the over \$14 million insured property values covered within the city.

Preferred pool membership and full participation in loss prevention programs helped to mitigate the premium renewal amount for FY 2025/26. IRB receives a 5% discount for being a drug-free workplace and a 3% discount for our workers' compensation premium for having an active safety program.

FY 2025/26 flood insurance renewals have been received for both City Hall and the Historic Museum. The market for flood insurance has experienced continued increases on properties located within high-risk flood areas. Renewal rates for FY 2024/25 flood premiums increased approximately 11% for City insured properties.

MOTION:

Authorize the Acting City Manager to sign a one-year agreement to bind property and casualty insurance coverage, effective 10/1/2025, expiration of 10/1/2026.



PROPOSAL PRICING & BINDING AUTHORITY

AFTER CAREFUL CONSIDERATION OF THE REFERENCED PROPOSAL, WE ACCEPT YOUR INSURANCE PROGRAM AS
INDICATED WITH AN "X" BELOW:

| PROPERTY & CASUALTY COVERAGES | PREMIUM BREAKDOWN | | | BIND | |
|---------------------------------------|-------------------|-------------|----------|------|----|
| | 2024 – 2025 | 2025 – 2026 | % CHANGE | YES | NO |
| PRM PROPERTY & CRIME | \$137,498 | \$147,697 | | | |
| PRM EQUIPMENT BREAKDOWN | \$0 | \$0 | | | |
| PRM GL/LEL/AL/E&O | \$70,388 | \$74,164 | | | |
| PRM WORKERS' COMPENSATION | \$60,642 | \$62,337 | | | |
| PREFERRED MEMBER PARTICIPATION CREDIT | -\$4,762 | -\$5,040 | | | |
| GRAND TOTAL | \$263,765 | \$279,158 | 5.84% | | |
| OPTIONAL/ANCILLARY COVERAGES | | | | | |
| CYBER LIABILITY | INCLUDED | INCLUDED | | | |
| PRM EQUIPMENT BEAKDOWN | N/A | N/A | | | |
| POLLUTION | N/A | N/A | | | |
| AVIATION LIABILITY | N/A | N/A | | | |

PAYMENT PLAN: PRM ALLOWS THEIR MEMBERS TO PAY THEIR TOTAL COSTS IN FOUR (4) QUARTERLY INSTALLMENTS. THE FIRST INSTALLMENT IS DUE AT INCEPTION AND IS EQUAL TO 25% OF ALL COSTS. THE REMAINING COSTS WILL BE PAID OVER THE NEXT THREE (3) QUARTERS.

THIS WARRANTS THAT YOU HAVE NO KNOWLEDGE OF ANY CLAIM, OR INCIDENT THAT MAY RESULT IN A CLAIM, THAT HAS NOT BEEN REPORTED TO THE INSURANCE CARRIER.

IT IS UNDERSTOOD AND AGREED THAT REFERENCED PROPOSAL PROVIDES ONLY A SUMMARY OF THE INSURANCE PROGRAM OPTIONS OFFERED. THE ACTUAL POLICIES WILL CONTAIN THE COMPLETE TERMS, CONDITIONS, DEDUCTIBLES, EXCLUSIONS, ETCETERA. PLEASE REVIEW POLICY LANGUAGE FOR A FULL UNDERSTANDING OF PURCHASED PROGRAM.

Member Signature

Date

Print Member Name

SIGNED BINDING AUTHORITY TO BE RETURNED BY 09/15/2024

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

AGENDA ITEM NO. 5 D

CONSENT AGENDA

**INDIAN ROCKS BEACH CITY COMMISSION
AGENDA MEMORANDUM**

MEETING OF: September 9, 2025 **AGENDA ITEM:** 5D

ORIGINATED BY: Lorin A. Kornijtschuk, City Clerk

AUTHORIZED BY: Dan Carpenter, Acting City Manager 

SUBJECT: Rescheduling the March 10, 2026, Regular City Commission Meeting to Wednesday, March 25, 2026, at 6:00 p.m., due to the Municipal General Election.

STAFF

RECOMMENDATION: Staff recommends rescheduling the March 10, 2026 Regular City Commission Meeting to Wednesday, March 26, 2026, at 6:00 p.m.

BACKGROUND:

On March 10, 2025, the City will hold its Municipal General Election for the purpose of electing, at large, three qualified candidates to fill the vacancies of the Mayor-Commissioner Seat and two City 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, 2026, 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.

The March 10, 2026, Regular City Commission Meeting has been rescheduled for Wednesday, March 25, 2026, at 6:00 p.m.

The Swearing-In of newly elected City Commissioners is scheduled for Wednesday, March 25, 2026, at 5:30 p.m.

MOTION:

I move to approve rescheduling the March 10, 2026, Regular City Commission Meeting to Wednesday, March 25, 2026, at 6:00 p.m.

AGENDA ITEM NO. 5 E

CONSENT AGENDA

**INDIAN ROCKS BEACH CITY COMMISSION
AGENDA MEMORANDUM**

MEETING OF: September 9, 2025 **AGENDA ITEM:** 5E

ORIGINATED BY: Lorin A. Kornijtschuk, City Clerk

AUTHORIZED BY: Dan Carpenter, Acting City Manager 

SUBJECT: Rescheduling the November 11, 2025, Regular City Commission Meeting to Wednesday, November 12, 2025, at 6:00 p.m., due to the Federal Holiday, Veterans Day.

STAFF

RECOMMENDATION: Staff recommends rescheduling the November 11, 2025, Regular City Commission Meeting to Wednesday, November 12, 2025, at 6:00 p.m.

ANALYSIS:

November 11, 2025, falls on a Tuesday and is designated as Veterans Day, a federal holiday. The City of Indian Rocks Beach typically holds its regular City Commission meetings on the second Tuesday of each month. The proposed rescheduling to Wednesday, November 12, 2025, at 6:00 p.m., allows the Commission to conduct necessary city business while respecting the federal holiday and ensuring maximum participation from staff, commissioners, and the public. This one-day delay will not materially impact on any time-sensitive city matters or statutory deadlines.

MOTION:

I move to approve rescheduling the November 11, 2025, Regular City Commission Meeting to Wednesday, November 12, 2025, at 6:00 p.m.

AGENDA ITEM NO. 6 A

PUBLIC HEARINGS

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

FOR MEETING OF: September 9, 2025 **Agenda Item:** 6A

SUBMITTED BY: Lorin A. Kornijtschuk, City Clerk

AUTHORIZED BY: Dan Carpenter, Acting City Manager



SUBJECT: **ABT CASE NO. 25-2025** — Noah Zachary Reed, d/b/a Groupers on the Gulf, LLC has requested a 2COP Alcoholic Beverage Use Designation (*Beer; wine. By the drink or in sealed containers for consumption on or off the premises where sold*) for the establishment Groupers on the Gulf, located at 1401 Gulf Boulevard, Units 8 & 9, Indian Rocks, Beach, Florida, and legally described as Lots 1, 2, and 3, Block 29, Indian Beach Re-Revised. Parcel #01-30-14-42030-029-0010.

BACKGROUND:

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

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

On August 15, 2025, Noah Zachary Reed submitted an Alcoholic Beverage Designation Application for a 2COP Alcoholic Beverage Use Designation (*Beer; wine. By the drink or in sealed containers for consumption on or off premises where sold*) for the establishment Groupers on the Gulf, located at 1401 Gulf Boulevard, Units 8 and 9, Indian Rocks Beach, Florida, pursuant to Code Section 6-32(e).

Mr. Noah Zachary Reed purchased Groupers from Michael G. Aifaro on July 18, 2025, and per Code Section 6-32, Alcoholic Beverage Use Designations are approved for a specific property location and a specific application. Any change in ownership of the establishment will require filing a new application and approval by the City Commission.

ANALYSIS:

Groupers on the Gulf is located within the B-Business zoning district. The surrounding zoning is B-Business to the north and south, RM2-Medium density multifamily zoning district to the east, and CT-Commercial Tourist on the west side of Gulf Boulevard.

Groupers on the Gulf is located in the corner of the Sunrise Gallery Shopping Center, located at 1401 Gulf Boulevard. Groupers on the Gulf will have 44 interior seats, and parking is shared with the other tenants in this commercial shopping center.

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

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

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

PUBLIC NOTIFICATION: A public meeting notice was mailed by first-class mail to the property owners within 150 feet in any direction of the subject property and posted on the property on August 25, 2025, per Code Section 2-149.

A legal notice was published in the August 20, 2025-edition, of the St. Pete Times Section of the *Tampa Bay Times*, for a public hearing that has been scheduled on September 9, 2025, for ABT Case No. 2025-25.

MOTION:

I move to **APPROVE/DENY** a request for an Alcoholic Beverage Use Designation of 2COP, (*Beer; wine. By the drink or in sealed containers for consumption on or off the premises where sold*) to Noah Zachary Reed, d/b/a Groupers on the Gulf, LLC., which establishment is located at 1401 Gulf Boulevard, Units 8 and 9, Indian Rocks Beach, Florida, and legally described as Lots 1,2, and 3, Block 29, Indian Beach Re-Revised **with the following stipulation: Repeated or intermittent nuisance activity and/or unlawful noise levels originating from the establishment or the parking area may result in the revocation of the alcoholic beverage designation.**

/LAK

AGENDA ITEM NO. 7 A

OTHER LEGISLATIVE MATTERS

**INDIAN ROCKS BEACH CITY COMMISSION
AGENDA MEMORANDUM**

MEETING OF: September 10, 2025 **AGENDA ITEM: 7 A**

ORIGINATED BY: Lorin A. Kornijtschuk, City Clerk

AUTHORIZED BY: Dan Carpenter, Acting City Manager

SUBJECT: **RESOLUTION NO. 2025-010.** Calling for a general election For the purpose of electing, at large, qualified candidates to fill the vacancies of the Mayor-Commissioner seat and two Commissioner Seats for two-year terms and entering into a contract with the Pinellas County Supervisor of Elections for the MARCH 10, 2026 MUNICIPAL GENERAL ELECTION.

BACKGROUND:

The City of Indian Rocks Beach is subject to and has adopted the applicable provisions of the Florida Elections Code, Florida Statute Chapters 97 through 106.

Pursuant to Charter Section 3.1, Manner of Holding Elections, the City Commission of the City of Indian Rocks Beach shall, by resolution, prescribe the manner of holding both general and special elections not inconsistent with the provisions hereof, and said City Commission shall also, by resolution, provide such polling place or places as they deem expedient. The Pinellas County Canvassing Board shall serve as the canvassing board for the City for the purpose of declaring the results of elections.

The City of Indian Rocks Beach has requested assistance from the Pinellas County Supervisor of Elections in conducting their Municipal General Election to be held on March 10, 2026.

The Pinellas County Supervisor of Elections has agreed to provide such assistance to the City, subject to conditions, considerations, and agreements.

The Pinellas County Supervisor of Elections advised that the final ballot language for the March 10, 2026, Ballot is due on or before December 31, 2025.

Pursuant to Section 22-63, Ballot Language, Subsection (g), no later than 90 days before the issue election, December 10, 2025, the City Clerk shall transmit to the Pinellas County Supervisor of Elections, a certified copy of any ordinance calling an issue election together with the designating number, if applicable, the ballot title, and the substance of the issue.

All persons desiring to be candidates at such election shall qualify in accordance with the provisions of the Charter and Code of Ordinances for the City of Indian Rocks Beach and the election laws of the State of Florida pertaining to municipal elections.

CANDIDATE QUALIFYING WILL BEGIN MONDAY, DECEMBER 1, 2025, AT NOON, AND WILL END MONDAY, DECEMBER 8, 2025, AT NOON.

The outcome of the election for the two Commissioner Seats shall be determined by the candidates receiving the greatest number of votes for each seat.

The polling place for such election shall be the Civic Auditorium, 1507 Bay Palm Boulevard, Indian Rocks Beach, Florida, and the polls shall be open from 7:00 a.m. to 7:00 p.m.

The Pinellas County Canvassing Board will conduct the Logic and Accuracy Tests, open and prepare absentee/mail ballots for tabulation, and tabulate all ballots for the March 11, 2025, General Municipal Election at the Pinellas County Supervisor of Elections' Service Center located at 13001 Starkey Road, Largo, Florida.

The City Manager is authorized to contract with the Pinellas County Supervisor of Elections to conduct said election and tabulate all ballots at the Elections Service Center.

The Pinellas County Supervisor of Elections shall be responsible for appointing all poll workers.

The Pinellas County Supervisor of Elections is hereby authorized to independently verify candidate petition cards and determine their compliance with the legal and administrative requirements of the City's and Florida's election laws.

Election tabulation will take place at the Elections Service Center. Election results will be released throughout the night and posted to the Pinellas County Supervisor of Elections' website, www.votepinellas.com. Only cumulative results will be released on election night. No results will be suppressed. The Elections Office will provide precinct results when the Pinellas County Canvassing Board certifies the official results.

MOTION:

I move to **APPROVE/DENY RESOLUTION NO. 2025-10**, calling for a general election on March 10, 2026, for the purpose of electing, at large, qualified candidates to fill the vacancies of the Mayor-Commissioner seat and two Commissioner Seats for two-year terms; establishing a candidate qualifying period; authorizing the City Manager to enter into a contract with the Pinellas County Supervisor of Elections; establishing a polling place; authorizing the Pinellas County Supervisor of Elections to verify candidate petition cards and facilitate the election process.

**CITY OF INDIAN ROCKS BEACH
RESOLUTION NO. 2025- 10**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF INDIAN ROCKS BEACH, FLORIDA, CALLING FOR A GENERAL ELECTION FOR THE PURPOSE OF ELECTING, AT LARGE, QUALIFIED CANDIDATES TO FILL THE VACANCIES OF THE MAYOR-COMMISSIONER SEAT AND TWO CITY COMMISSIONER SEATS FOR TWO-YEAR TERMS; ESTABLISHING A CANDIDATE QUALIFYING PERIOD; AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE PINELLAS COUNTY SUPERVISOR OF ELECTIONS; ESTABLISHING A POLLING PLACE FOR THE MARCH 10, 2026 ELECTION; AUTHORIZING THE PINELLAS COUNTY SUPERVISOR OF ELECTIONS TO VERIFY CANDIDATE PETITION CARDS AND FACILITATE THE ELECTION PROCESS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Indian Rocks Beach is subject to and has adopted the applicable provisions of the Florida Elections Code, Florida Statute Chapters 97 through 106; and

WHEREAS, pursuant to Charter Section 3.1, Manner of Holding Elections, the City Commission of the City of Indian Rocks Beach shall, by resolution, prescribe the manner of holding both general and special elections not inconsistent with the provisions hereof and said City Commission shall also by resolution provide such polling place or places as they deem expedient. The Pinellas County Canvassing Board shall serve as the canvassing board for the City for the purpose of declaring the results of elections; and

WHEREAS, the City of Indian Rocks Beach has requested the assistance from the Pinellas County Supervisor of Elections in conducting their municipal general election to be held on March 10, 2026; and

WHEREAS, the Pinellas County Supervisor of Elections has agreed to provide such assistance to the City subject to conditions, considerations, and agreements; and

WHEREAS, the Pinellas County Supervisor of Elections has advised that final ballot language for the March 10, 2026, Ballot is due on or before December 31, 2025; and

WHEREAS, pursuant to Section 22-63, Ballot Language, Subsection (g), no later than 90 days prior to the issue election, December 10, 2025, the City Clerk shall transmit to the Pinellas County Supervisor of Elections a certified copy of any ordinance calling an issue election together with the designating number, if applicable, the ballot title, and the substance of the issue.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF INDIAN ROCKS BEACH, FLORIDA, that:

Section 1. The City of Indian Rocks Beach, Florida, Municipal General Election shall be conducted on March 10, 2026, for the purpose of electing, at large, qualified candidates to fill the vacancies of the Mayor-Commissioner Seat and two City Commissioner Seats for two-year terms.

Section 2. The outcome of the election for the Mayor-Commissioner Seat and two City Commissioner Seats shall be determined by the candidates receiving the greatest number of votes for each seat.

Section 3. Except as otherwise provided by the City Charter and Code of Ordinances, the provisions of the election laws of the State of Florida shall apply to this election.

Section 4. The polling place for such election shall be the Civic Auditorium, 1507 Bay Palm Boulevard, Indian Rocks Beach, Florida, and the polls shall be open from 7:00 a.m. to 7:00 p.m.

Section 5. All persons desiring to be candidates at such election shall qualify in accordance with the provisions of the Charter and Code of Ordinances for the City of Indian Rocks Beach and the elections laws of the State of Florida pertaining to municipal elections.

Section 6. Candidate Qualifying Period will begin Monday, December 1, 2025, at noon, and will end Monday, December 8, 2025, at noon.

Section 7. The Pinellas County Canvassing Board shall conduct the Logic and Accuracy Tests, open and prepare absentee and mail ballots for tabulation, and tabulate all ballots for the March 10, 2026, General Municipal Election at the Pinellas County Supervisor of Elections' Service Center located at 13001 Starkey Road, Largo, Florida.

Section 8. The Pinellas County Supervisor of Elections is hereby authorized to appoint poll workers.

Section 9. The Pinellas County Supervisor of Elections is hereby authorized to independently verify candidate petition cards and determine their compliance with the legal and administrative requirements of the City's and Florida's election laws.

Section 10. The City Manager shall be authorized to contract with the Pinellas County Supervisor of Elections to conduct said election and tabulate all ballots at the Pinellas County Supervisor of Elections' Service Center.

Section 11. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 9th day of September 2025, by the City Commission of the City of Indian Rocks Beach, Florida

Denise Houseberg, Mayor-Commissioner

ATTEST: _____
Lorin A. Kornijtschuk, City Clerk

/lak

**AGENDA ITEM NO. 8 A
OTHER BUSINESS**

**INDIAN ROCKS BEACH CITY COMMISSION
AGENDA MEMORANDUM**

MEETING OF: September 9, 2025

AGENDA ITEM: 8A

ORIGINATED BY: Matthew E. Maggard, Esq., City Attorney

AUTHORIZED BY: Dan Carpenter, Acting City Manager 

SUBJECT: Approval of Employment Agreement for Ryan Henderson as City Manager.

STAFF

RECOMMENDATION: Staff recommends that the City Commission approve the attached Employment Agreement between the City of Indian Rocks Beach and Mr. Ryan Henderson for the position of City Manager.

BACKGROUND:

The City Commission selected Mr. Ryan Henderson as their first ranked candidate for the position of City Manager of the City of Indian Rocks Beach. At a regular City Commission Meeting on August 12, 2025, the City Commission selected Mr. Ryan Henderson as their top choice for the City Manager position out of the candidate finalists. The attached document represents the negotiated employment agreement establishing the terms and conditions of his employment. This agreement will become effective upon approval by the City Commission and upon execution by both parties.

ANALYSIS:

The proposed agreement outlines the duties, term, compensation, and other conditions of employment.

- **Parties:** The agreement is between the City of Indian Rocks Beach, Florida, and Ryan Henderson.
- **Position:** City Manager.
- **Start Date:** Mr. Henderson's first day of employment will be October 25, 2025.

- **Term:** The agreement is for an initial five-year term. It will automatically be renewed for another five-year term unless a City Commission Member requests a review at least ninety (90) days prior to expiration.
- **Duties:** Mr. Henderson will perform the functions and duties specified in Article V of the Indian Rocks Beach Charter.

Compensation and Benefits

- **Base Salary:** An annual base salary of \$182,000.00, payable in installments at the same time as other City employees.
- **Retirement:** The City will make an employer contribution of fifteen percent (15%) to Mr. Henderson's Mission Square 401A Retirement Fund.
- **Healthcare:** Group health care plan offered by the CITY to its managerial employees.
- **Allowances & Reimbursements:**
 - **Automobile:** A monthly automobile allowance of \$300.00.
 - **Relocation:** Reimbursement for relocation costs from his current residence in Texas up to \$5,000.00, payable upon submission of receipts within six months of his start date.
 - **Cell Phone:** A City-provided cell phone, which may also be used for personal use.

MOTION:

That the City Commission approve the proposed Employment Agreement Between City of Indian Rocks Beach, Florida and Ryan Henderson for Services as City Manager.

EMPLOYMENT AGREEMENT BETWEEN CITY OF INDIAN ROCKS BEACH, FLORIDA AND RYAN HENDERSON FOR SERVICES AS CITY MANAGER

THIS AGREEMENT, made and entered into this ____ day of September, 2025 by and between the CITY OF INDIAN ROCKS BEACH, FLORIDA, a municipal corporation, hereinafter referred to as "CITY", and RYAN HENDERSON, hereinafter referred to as "APPOINTEE", pursuant to the following terms and conditions:

WHEREAS, the CITY desires to engage the Professional Services of the APPOINTEE as City Manager for the CITY OF INDIAN ROCKS BEACH, as provided by Article V of the Indian Rocks Beach Charter; and

WHEREAS, the CITY and APPOINTEE desire to accept appointment as the City Manager of said CITY; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

SECTION 1. DUTIES.

The CITY engages the APPOINTEE to perform the functions and duties specified in Article V of the Indian Rocks Beach Charter, a copy of which is attached hereto as **Exhibit "A"**, and incorporated herein by reference.

SECTION 2. TERM.

The agreement shall become effective when signed by both parties. The first day of employment shall be October 25, 2025 ("Employment Date"), and shall remain in force for a period of five (5) years from the Employment Date. Upon the expiration of a five (5) year term, the City Manager's appointment as City Manager shall automatically renew for another five (5) year term, unless a City Commission Member requests the renewal to be considered by the City Commission at least ninety (90) days before the expiration of that five (5) year term. The City Manager shall advise the City Commission of the pending expiration of the five (5) year term one hundred eighty (180) days prior to its expiration to give the City Commission time to make a request for the contract renewal to be brought before City Commission at least ninety (90) days before expiration of said term. Nothing herein shall limit or otherwise alter the provisions of Section 4 of this Agreement.

SECTION 3. COMPENSATION.

A. The City agrees to pay APPOINTEE for his services rendered pursuant hereto on an annual base salary of One Hundred, Eight-Two Thousand Dollars (\$182,000.00), payable in installments at the same time as other employees of the City are paid (no "comp" time is included), City-provided cell phone (may also be utilized for Appointee's personal use), four (4) weeks vacation annually (one week shall be available immediately upon signing this agreement), Three Hundred Dollars (\$300.00) monthly automobile allowance, employer contribution of Fifteen Percent (15%) to APPOINTEE'S Mission Square 401A Retirement Fund, and relocation costs reimbursed up to \$5,000.00, incurred due to APPOINTEE'S relocation from his current residence in Texas, payable upon

production of receipts produced within six months from start of employment. All benefits will commence upon the first date of employment or as soon as possible pursuant to the benefit providers requirements.

B. The CITY shall consider additional salary and/or benefit increases as it may deem appropriate no later than sixty days after completion of his annual evaluation. Increases in compensation or any change in terms and conditions shall be negotiated prior to October 1st of every fiscal year, so long as the Agreement remains in effect. Any such increases shall be dependent on the City's annual fiscal year budget considerations and general financial condition of the CITY.

SECTION 4. TERMINATION, TRANSITIONS, AND DISABILITY.

A. TERMINATION.

I. **WITHOUT CAUSE.** In the event of a vote to terminate the APPOINTEE without cause, the parties hereby agree to a thirty (30) day transition period beginning on the date the vote is taken to terminate. After which, both parties agree to provide the APPOINTEE with severance pay equal to twenty (20) weeks of the APPOINTEE'S current annual compensation, which includes retirement and health insurance benefits, payable in accordance with the CITY'S normal payroll practices. In no event shall the severance pay equal more weeks than the total number of weeks APPOINTEE was employed with CITY. Following the payment of severance, the CITY shall have no further obligation to the APPOINTEE except for the payment of any accrued vacation leave and other accrued benefits pursuant to this Agreement.

II. WITH CAUSE.

1. In the event APPOINTEE is terminated for cause, no notice shall be required.
2. Cause shall include, but not be limited to, the following:
 - a. Misconduct as defined by s. 443.036(29), Florida Statutes;
 - b. Breach of a material condition in this Agreement;
 - c. Conviction of, or plea of guilty or nolo contendere to, any felony, or any misdemeanor involving moral turpitude by the APPOINTEE;
 - d. Flagrant neglect of duty;

- e. Misconduct in connection with the performance of any of the APPOINTEE'S duties, including, without limitation, misappropriation of funds or property of The CITY, securing or attempting to secure personal gain in connection with any transaction entered into on behalf of The CITY, misrepresentation to The CITY, or any violation of law, including ordinances, involving personal gain to the APPOINTEE in conjunction with the APPOINTEE'S employment.

- 3. In the event of termination With Cause, the CITY shall have no obligation for any accrued benefits and APPOINTEE will not be entitled to severance pay pursuant to s. 215.425(4)(a)2.

B. **TRANSITION.** Continued representation of the CITY by the APPOINTEE after the thirty (30) day transition period on any matters shall be pursuant to a mutual written agreement between the CITY and the APPOINTEE.

C. **RESIGNATION.** In the event APPOINTEE voluntarily resigns his position with the CITY, then APPOINTEE shall give the CITY at least thirty (30) days written notice in advance, unless the parties otherwise agree to a term of lesser duration. The APPOINTEE shall be entitled solely to payment of salary accrued through the effective date of termination and accrued vacation time, up to a maximum of two hundred and forty (240) hours, provided that such notice is given as required herein. If the APPOINTEE fails to provide the required notice, the CITY shall have no obligation to pay any accrued vacation or other benefits beyond salary earned through the last day actually worked. No other compensation, benefits, or payments shall be due.

D. **DISABILITY.** If the APPOINTEE becomes permanently disabled or exceeds any leave permitted under the Family and Medical Leave Act, and the CITY is unable to provide a reasonable accommodation, the CITY shall have the option to terminate this Agreement. In such event, the APPOINTEE shall be entitled solely to payment of salary accrued through the effective date of termination and any accrued vacation time, up to a maximum of two hundred and forty (240) hours. The APPOINTEE shall not be entitled to any other compensation, benefits, or severance. If the APPOINTEE elects to participate in the CITY'S long-term disability policy, the APPOINTEE agrees to pay the cost of premiums at the same rate applicable to other managerial employees.

E. **RELEASE.** If this Agreement is terminated by the CITY and the APPOINTEE would otherwise be entitled to any accrued benefits, such benefits shall be expressly conditioned upon the APPOINTEE'S execution and delivery of a general and full release in favor of the CITY, its officials, officers, appointees, attorneys, and agents, releasing them from any and all obligations, claims, or liabilities arising out of or relating to the APPOINTEE'S employment with the CITY, including, without limitation, claims for wrongful termination, discrimination of any kind, and defamation. The APPOINTEE shall have no right to receive or retain any such benefits unless and until the release is duly executed and delivered. Notwithstanding the foregoing, such release shall not relieve the CITY of its obligations to indemnify the APPOINTEE under Section 12 of this Agreement, nor shall it waive any rights of the APPOINTEE that cannot be lawfully waived under applicable federal, state, or local law.

F. **DEATH.** This Agreement shall terminate automatically upon the death of the APPOINTEE, effective as of the date of death. In such event, the CITY shall pay to the APPOINTEE'S designated beneficiary or estate all accrued compensation due under this Agreement within thirty (30) working days following the APPOINTEE'S death. Such accrued compensation shall include salary and accrued vacation but shall exclude any and all accrued sick leave. The CITY shall have no further obligations or liability to the APPOINTEE, his estate, heirs, or beneficiaries.

SECTION 5. CONTROLLING PROVISIONS.

The City Charter and this Agreement govern all terms and conditions of the APPOINTEE'S employment. In the event of any conflict between the City Charter and this Agreement, the City Charter shall control. In the event of any conflict between this Agreement and the City's personnel manual, this Agreement shall control. Any benefits not expressly set forth in this Agreement shall not be included in the APPOINTEE'S compensation or benefits package, notwithstanding their inclusion in the City's personnel manual.

SECTION 6. PERFORMANCE EVALUATION.

A. **Annual Review** The APPOINTEE shall provide the CITY with a written list of annual accomplishments. The CITY shall review and evaluate the APPOINTEE'S performance at least once annually, by September 1, and at such other times as the CITY deems appropriate. The review shall be based on specific criteria developed jointly by the

CITY and the APPOINTEE. The CITY may modify, add to, or delete from such criteria from time to time, in consultation with the APPOINTEE.

B. **Goals and Objectives.** Annually, the City Commission and the APPOINTEE shall define goals and performance objectives necessary for the proper operation of the CITY and the attainment of the City Commission's policy objectives. The parties shall establish relative priorities among these goals and objectives, which shall be documented in writing.

SECTION 7. EXCLUSIVE EMPLOYMENT.

The APPOINTEE agrees to devote the time and effort reasonably necessary to faithfully perform the duties under this Agreement. The APPOINTEE shall remain in the exclusive employ of the CITY for the duration of this Agreement and shall not engage in any other employment, consulting, or compensated activity without the prior written consent of the CITY. Any such consent shall be granted or withheld in the sole discretion of the CITY.

SECTION 8. DISABILITY, HEALTH, LIFE INSURANCE, AND RETIREMENT.

The CITY agrees to provide the APPOINTEE with insurance policies for life, health, and disability at the same rate and benefit level as provided to other managerial employees of the CITY, except that there shall be no waiting period. During the term of this Agreement, the CITY shall pay the full premiums for health, hospitalization, vision, dental, and comprehensive medical insurance for the APPOINTEE and the APPOINTEE'S dependents, pursuant to the group health care plan offered by the CITY to its managerial employees.

SECTION 9. DUES AND SUBSCRIPTIONS.

The CITY shall budget for and pay the APPOINTEE'S professional dues and subscriptions necessary for full participation in national, regional, state, and local professional associations and organizations, to support the APPOINTEE'S professional development, growth, and advancement, and for the benefit of the CITY. All payments under this provision are subject to the limitations of the CITY'S annual budget and appropriations approved by the City Commission.

SECTION 10. PROFESSIONAL DEVELOPMENT.

*City Manager Agreement
Prepared by City Attorney
As of September 9, 2025*

The CITY hereby agrees to budget and pay, pursuant to Chapter 112.061, FLA., STAT. for registration, reasonable travel, and subsistence expenses for professional and official travel, meetings, and occasions adequate to continue the professional development of APPOINTEE and to adequately pursue necessary official functions for the CITY. All of the above costs borne by the CITY are subject to the limitations of the CITY'S annual budget and appropriations approved by the City Commission.

SECTION 11. INDEMNIFICATION.

In addition to that required under state and local law, the CITY shall defend, save harmless, and indemnify APPOINTEE against any tort, professional liability claim, or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the APPOINTEE'S professional duties as City Manager, and while serving a public purpose, unless he acted in bad faith with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The CITY shall not be liable in tort for the acts or omissions of APPOINTEE committed while acting outside the course and scope of his agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The CITY, in its sole discretion, may compromise and settle any such claim or suit and pay the amount of any settlement or judgment, rendered thereon.

SECTION 12. POLITICAL ACTIVITY

The appointee shall not hold any political office nor take part in any political activity other than voting.

SECTION 13. ICMA CODE OF ETHICS AND GUIDELINES

The parties acknowledge that APPOINTEE, as a member of the International City/County Management Association (ICMA) shall conduct himself in the performance of his duties in accordance with the "ICMA Code of Ethics and Guidelines." A copy of which is attached hereto as Exhibit B and incorporated herein by reference.

SECTION 14. BENEFIT OF HEIRS

The Agreement shall be binding upon and inure to benefit of the heirs at law and executors of the APPOINTEE.

*City Manager Agreement
Prepared by City Attorney
As of September 9, 2025*

SECTION 15. EFFECTIVE DATE.

This Agreement shall become effective, on the date first written above, but only upon approval by the City Commission.

SECTION 16. AMENDMENT OR MODIFICATION.

No Amendment or Modification of this AGREEMENT shall be valid or effective unless in writing and executed by the parties to this agreement.

SECTION 17. NON-WAIVER

The failure of the CITY to exercise, enforce, or otherwise act with respect to any right, remedy, or provision of this Agreement, or with respect to the conduct of any other CITY employee, shall not be deemed or construed as a waiver of such right, remedy, or provision. No waiver by the CITY shall be effective unless made in writing and signed by an authorized representative of the CITY, and any such waiver shall not constitute a waiver of any subsequent breach or default. The CITY shall at all times retain the right to enforce strict compliance with the terms of this Agreement.

SECTION 18. SEVERABILITY.

If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

SECTION 19. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

The CITY in consultation with APPOINTEE shall fix any terms and conditions of employment, as it may determine from time to time, relating to the performance of APPOINTEE, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Indian Rocks Beach Charter or any other law or ordinance.

SECTION 20. ENTIRETY OF AGREEMENT

*City Manager Agreement
Prepared by City Attorney
As of September 9, 2025*

This Agreement constitutes the entire agreement between the CITY and the APPOINTEE and supersedes all prior negotiations, discussions, agreements, commitments, or understandings of any kind, whether oral or written, between the parties with respect to the subject matter hereof. No representations, warranties, or promises have been made or relied upon in entering into this Agreement other than those expressly set forth herein.

SECTION 21. NOTICES.

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

Employer:

CITY OF INDIAN ROCKS BEACH
c/o Mayor and City Commission
1507 Bay Palm Boulevard
Indian Rocks Beach, FL 33785

APPOINTEE:

Residence Address as filed with the CITY.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the CITY OF INDIAN ROCKS BEACH ("CITY") and RYAN HENDERSON ("APPOINTEE") have caused this Agreement to be executed in duplicate originals as of the day and year first above written.

CITY OF INDIAN ROCKS BEACH

By: _____
DENISE HOUSEBERG
MAYOR- COMMISSIONER

Date: _____

APPOINTEE

By: _____
RYAN HENDERSON

Date: _____

REVIEWED AND APPROVED BY CITY ATTORNEY

By: _____
MATTHEW E. MAGGARD, ESQ.

*City Manager Agreement
Prepared by City Attorney
As of September 9, 2025*

ARTICLE V. - CITY MANAGER

Section 5.1. - Appointment; qualifications; compensation.

The city commission shall appoint a city manager to serve at the pleasure of the commission and fix his compensation. The manager shall be appointed on the basis of his executive and administrative qualifications, to include an undergraduate degree and membership in the International City Managers Association.

Section 5.2. - Removal.

The city commission may remove the manager from office in accordance with the following procedures:

- (1) The city commission shall adopt by affirmative vote of a majority of all its members a preliminary resolution which must state the reasons for removal and may suspend the manager from duty for a period of time not to exceed forty-five (45) days. A copy of the resolution shall be delivered promptly to the manager.
- (2) Within five (5) days after a copy of the resolution is delivered to the manager, he may file with the city commission a written request for a hearing which shall be open to the public. Notice of such hearing shall be posted in city hall five (5) days prior to same. This hearing shall be held at the city commission meeting not earlier than fifteen (15) days nor later than thirty (30) days after the request is filed. The manager may file with the city commissioners a written reply to the resolution for removal not later than five (5) days before the hearing.
- (3) The city commission may adopt a final resolution of removal, which may be made effective immediately, by affirmative vote of a majority of all of its members at any time after five (5) days from the date when a copy of the preliminary resolution was delivered to the manager, if he has not requested a hearing open to the public, or at any time after the public hearing if he has requested one.

The manager may, at the discretion of the city commission, continue to receive his salary until the effective date of final resolution of removal.

Section 5.3. - Powers and duties of the city manager.

The city manager shall be the chief administrative officer of the city. He shall be responsible to the city commission for the administration of all city affairs placed in his charge by or under this Charter. He shall have the following powers and duties:

- (1) He shall appoint and, when he deems it necessary for the good of the city, may suspend or remove for just cause, any city employee or appointive administrative officer provided for under this Charter, except as otherwise provided by law, this Charter, contract or personnel rules pursuant to this Charter. He may authorize any administrative or any Charter officer who is subject to his direction and supervision to exercise those powers with respect to subordinates in that officer's department, office or agency.
- (2) He shall direct and supervise the Charter officers and the administration of all departments, offices and agencies of the city, except as otherwise provided in this Charter or by law.
- (3) He shall attend all city commission meetings and shall have the right to take part in discussions but may not vote.
- (4) He shall see that all laws, provisions of this Charter and directives of the city commissioners, subject to enforcement by him or by officers subject to his direction and supervision, are faithfully executed.
- (5) He shall recommend to the city commission for adoption such measures as he may deem necessary or expedient in the interest of the city.

- (6) He shall prepare and submit the annual budget and capital program to the city commission.
- (7) He shall make such other reports as the city commission may require concerning the operations of the city departments, officers and agencies subject to his direction and supervision.
- (8) He shall keep the city commission fully advised as to the financial condition and future need of the city and make such recommendations to the city commission concerning the financial affairs of the city as he deems necessary.
- (9) He shall see that all terms and conditions imposed in favor of the city or its inhabitants in any public utility franchise are faithfully kept and performed; and upon knowledge of any violation thereof, he shall call the same to the attention of the city attorney.
- (10) He shall be the purchasing agent of the city, by whom all purchases of supplies shall be made. In the capacity of purchasing agent he shall also conduct all sales of personal property which the city commission may authorize to be sold as having become unnecessary or unfit for the city's use. All purchases and sales shall conform to such regulations as the city commission may from time to time prescribe and shall allow for competition. These restrictions, limitations or criteria on this authority shall be established by ordinance, including but not limited to bidding requirements.
- (11) He shall perform such other duties as are specified in this Charter or may be required by the city commissioners.

(Ord. No. 2014-35, § 2, 3-10-2015)

Section 5.4. - Acting city manager.

By letter filed with the commission, the city manager shall designate, subject to approval of the commission, a qualified city administrative officer to exercise the powers and perform the duties of manager during this temporary absence or disability. During such absence or disability, the commission by a majority of its members may revoke such designation at any time and appoint another officer of the city to serve until the manager shall return or his disability shall cease.

Section 5.5. - Emergency meetings of commission.

The city manager may call emergency meetings of the commission, upon at least six (6) hours notice to each member served personally or left at his usual place of abode or business, and the meeting will be limited to the emergency subject and decisions taken shall be confirmed at the next regular scheduled commission meeting.

AGENDA ITEM NO. 9

ADJOURNMENT