

CITY OF INDIAN ROCKS BEACH
SPECIAL CITY COMMISSION MEETING
AGENDA PACKET

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

THURSDAY, JANUARY 22, 2026

1:00 PM



City of Indian Rocks Beach

1507 Bay Palm Boulevard, Indian Rocks Beach, Florida 33785
www.indian-rocks-beach.com

AGENDA

CITY OF INDIAN ROCKS BEACH

SPECIAL CITY COMMISSION MEETING

THURSDAY, JANUARY 22, 2026 @ 1:00 P.M.

CITY COMMISSION CHAMBERS

1507 BAY PALM BOULEVARD

INDIAN ROCKS BEACH, FLORIDA 33785

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

1. **DISCUSSION OF** settlement proposal in resolution of *AP 6, LLC v. City of Indian Rocks Beach*, M.D. Fla. Case No. 8:2023cv01986 AP 6, LLC v. City of Indian Rocks Beach, Court for Pinellas County Circuit Court Case No.: 522025CA004779XXCICI
 2. **NEIGHBOR COMMENT**
 3. **ADJOURNMENT**
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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 lkornijtschuk@irbcity.com, no later than FIVE (5) days before the proceeding for assistance.

POSTED: JANUARY 15, 2026.

AGENDA ITEM 1 A

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

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release ("Agreement") is entered into by and between **AP 6 LLC** ("Plaintiff") and the **City of Indian Rocks Beach, Florida** ("City"), and is effective the date last signed by a Party (as "Party" is defined herein) ("Effective Date"). Plaintiff and City shall hereinafter be referred to collectively as the "Parties" and each shall be a "Party" herein. The terms "affiliated" and "Affiliate" shall mean and include an entity or natural person(s) that directly or indirectly controls, is controlled by, or is under common control with, another entity. The Parties hereby agree as follows.

RECITALS

WHEREAS, Plaintiff owns the real property located at 455 20th Ave., Indian Rocks Beach, Florida ("Property");

WHEREAS, the City has adopted Ordinance 2023-02 ("Ordinance") restricting the number of overnight occupants permitted at the Property;

WHEREAS, Plaintiff initiated litigation against the City in Case No. 8:23-cv-01986-SDM-CPT pending in the United States District Court Middle District of Florida (Tampa Division) (the "Federal Litigation");

WHEREAS, Plaintiff initiated litigation against the City in Case No. 2025-CA-004779, pending in the Circuit Court of the Sixth Judicial Circuit in and for Pinellas County, Florida (the "Bert J. Harris Litigation") (collectively the Federal Litigation and Bert J. Harris Litigation shall be referred to as the "Claims"), and the City denies liability to Plaintiff in the Claims;

WHEREAS, the Parties and their respective attorneys have reviewed this Agreement; and

WHEREAS, neither Party admits liability to the other hereby or otherwise, and the Parties desire to enter into this Agreement to settle and discharge any and all claims brought or which could have been brought which arise out of or relate in any way to the Claims and/or the factual assertions alleged or that could have been alleged in either or both of the Claims, including any claims that relate to or could arise out of an amendment to the Ordinance.

NOW, THEREFORE, in consideration of the mutual promises, covenants, warranties, representations, and conditions set forth herein and for other valuable consideration, the adequacy of which is acknowledged, the Parties agree as follows.

I. Recitals Incorporated. The Recitals set forth above are incorporated into and shall constitute a part of this Agreement.

II. Consideration.

A. Claim Abandonment and Dismissals.

1. The Parties agree that, within seven (7) days of this Agreement's full execution, Plaintiff shall file notices of voluntary dismissal with prejudice in the Claims.

B. Occupancy Rights Concession and Revocation Restriction.

1. The following concessions will be made specific to the Property (the "Occupancy Rights Concession"):
 - a. The City will allow a maximum number of fourteen (14) overnight occupants at the Property, when the Property is used as a short-term vacation rental, provided, however, that 2 of those occupants must be 12 years of age or younger. Plaintiff shall be permitted to advertise the Property as a fourteen (14) occupant short-term vacation rental, when the Property is used as a short-term vacation rental, provided, however, that the advertisement must indicate that 2 of those occupants must be 12 years of age or younger. All other aspects of development and use shall comply with the City's Code of Ordinances, Land Development Code, Comprehensive Plan, FEMA, the Florida Building Code, and all other applicable laws. Provided, however, that any violation of the foregoing shall not result in a forfeiture of the Occupancy Rights Concession.
2. The following Revocation Restriction will be made specific to the Property ("Revocation Restriction"):
 - a. As specified in the Ordinance, the City shall have the right to suspend AP 6 LLC's short-term rental license and/or AP 6 LLC's ability to lawfully operate the Property as a short-term rental. The City shall be restricted from, and shall not have, the ability to revoke AP 6 LLC's short-term rental license issued by the City of Indian Rocks Beach, provided, however, that AP 6 LLC shall comply with all application, inspection, and registration fee requirements contemplated by the Ordinance. AP 6 LLC shall have a reasonable amount of time, not to exceed ninety (90) days from the Effective Date of this Agreement, to obtain its irrevocable license under the Ordinance which license issuance shall not be unreasonably withheld.
3. The Occupancy Rights Concession and Revocation Restriction made herein, which deviate from the Ordinance, protect the public interest served by the Ordinance, and are the appropriate relief necessary to prevent the Ordinance from inordinately burdening the Property.

III. Transferability. The Occupancy Rights Concession and Revocation Restriction may be bought, sold, alienated, given, acquired, bequeathed, inherited, or otherwise transferred, directly, indirectly, by asset sale, or through corporate acquisition, to any individual, corporation, joint venture, limited liability company, partnership, limited liability partnership, trust, or other person(s) or entity that becomes an owner of the Property via any means whatsoever. Any sale or transfer of the Property to another individual or entity, whether directly, indirectly, or in any other way whatsoever, shall have no effect on the Occupancy Rights Concession and Revocation Restriction, both of which shall run with the land.

IV. Mutual Release and Discharge. In exchange for the consideration set forth in this Agreement, the Parties hereby release and forever mutually discharge the other Party, its

respective heirs, executors, administrators as well as each Party's respective past, present and future directors, officers, attorneys, employees, agents, servants, representatives, partners, members, vendors, independent contractors, parents, subsidiaries, affiliates, insurers and/or risk management pools (including, but not limited to, Public Risk Management of Florida, Johns Eastern Company, Inc., Davies Claims North America, Inc., Davies Group, Ltd., and any and all parent, subsidiary, affiliated, and/or related entities of Public Risk Management of Florida, Johns Eastern Company, Inc., Davies Claims North America, Inc., and/or Davies Group, Ltd.), predecessors and successors in interest, commissioners, elected office holders, and assigns with respect to any and all legal, equitable, or other claims, counterclaims, demands, setoffs, defenses, contracts, accounts, suits, debts, agreements, actions, causes of action, sums of money, reckonings, bonds, bills, specialties, covenants, promises, variances, trespasses, damages, extents, executions, judgments, findings, controversies, attorneys' fees, costs, and any and all other costs or expenses whatsoever related to or arising from the allegations in the Claims.

V. Attorneys' Fees and Costs. Each Party shall be responsible for its own attorneys' fees and costs arising out of the Claims.

VI. Prevailing Party Attorneys' Fees and Litigation Expenses. Should any Party to this Agreement be declared the prevailing party in any action to enforce any term or condition of this Agreement, said prevailing party shall be entitled to an award of its reasonably incurred attorney fees, paralegal fees, litigation costs and expenses, and fees, costs, at the trial level and/or the appellate level, to be assessed against the non-prevailing party or parties, as determined by the court, in such an action.

VII. Representations, Warranties, and Covenants. Each Party represents, warrants, and covenants to the other Party that on and after the date such Party executes this Agreement:

- A. Such Party has the full power, authority, and legal right to engage in all the terms, representations, warranties, and covenants contemplated by this Agreement.
- B. Neither the execution nor delivery of this Agreement will conflict with or result in a breach of any of the provisions of any judgment, order, writ, injunction or decree of any court, administrative agency or other governmental authority, or of any agreement or other instrument to which such Party or any of its Affiliates is a party or by which any of them is bound, or constitute a default under any thereof, or, to such Party's knowledge, conflict with or result in a breach of any applicable law, rule or regulation of any such governmental authority, or result in the creation or imposition of any lien, charge or encumbrance upon any property of such Party;
- C. No consent, approval, or other authorization not already detailed herein of or by any court, administrative agency, or other governmental authority or any other entity is required in connection with the execution, delivery, or compliance with the provisions of this Agreement by such Party that has not been delivered to the other Party.

VIII. Voluntary Agreement. The Parties acknowledge, agree, represent, warrant, and covenant that no Party has been pressured, coerced, compelled, or otherwise forced into entering into this Agreement. The Parties acknowledge that they have read this entire Agreement and that each is represented by counsel, and fully understands the terms of this Agreement. The Parties each had the opportunity to amend or revise this Agreement through counsel and waive any defenses regarding such. No Party is relying upon any statement, promise, or representation of

fact other than what is contained in this Agreement. The Parties acknowledge, agree, represent, warrant, and covenant that the Parties each have the legal capacity to enter into this Agreement. Each of the persons signing this Agreement declares and represents that the Party for which each is signing has taken all necessary action to approve the making and performance of this Agreement, is competent to execute this Agreement, and is duly authorized and has the full right and authority to execute this Agreement on such Party's behalf.

IX. Entire Agreement. It is understood and agreed that this Agreement constitutes the entire agreement amongst the Parties and that the terms of this Agreement are contractual and are not mere recitals, and shall be binding upon the executors, administrators, successors, and assigns of all Parties. The terms of this Agreement may not be changed, modified, assigned, altered, interlineated, or supplemented, nor may any covenant, representation, warranty, or other provisions hereof be waived, except by agreement in writing signed by the Party against whom enforcement of the change, modification, alteration, interlineation, or supplementation is sought. Nor may any covenant, representation, warranty, or other provision hereof be waived, except by agreement in writing signed by the Party against whom enforcement of the waiver is sought.

X. Controlling Law. Any dispute as to the provisions of this Agreement or the interpretation thereof shall be governed by Florida law. Further, the venue of any action brought by any Party related in any way to the interpretation or enforcement of this Agreement shall be exclusively in a court of competent jurisdiction in respect to actions arising in Pinellas County, Florida.

XI. Further Assurances. The Parties agree to execute such other documents and to take such other action as may be reasonably necessary to further the purposes of this Agreement. However, nothing in this Agreement may be construed to bind the City Commission's legislative discretion on matters not specifically within the scope of the Occupancy Rights Concession.

XII. Severability. If for any reason any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall be construed, performed, and enforced as if the invalidated or unenforceable provision had not been included in the text of the Agreement.

[Remainder of this page left intentionally blank, signatures to follow on next pages]

AP 6 LLC

Nick

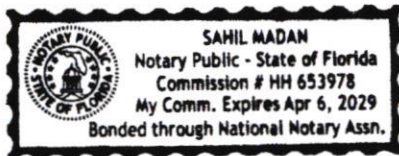
By: Nicholas Koen

As: Manager

STATE OF Florida)

COUNTY OF Hillsborough)

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or
☐ online notarization, this 14th day of , 2026, by Nicholas Koen, as
Manager for AP 6 LLC.



Sahil M
NOTARY PUBLIC

SEAL

My Commission Expires: 04/06/2029

☒ Personally Known, or

☐ Produced Identification, Type of Identification Produced:

CITY OF INDIAN ROCKS BEACH, FLORIDA

Denise Houseberg, as Mayor of the City of
Indian Rocks Beach, Florida

STATE OF _____)

COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or
☐ online notarization, this ____ day of , 2026, by DENISE HOUSEBERG as Mayor of the City
of Indian Rocks Beach.

NOTARY PUBLIC

SEAL

My Commission Expires:

- ☐ Personally Known, *or*
☐ Produced Identification, Type of Identification Produced:

AGENDA ITEM 2
NEIGHBORS' COMMENTS

AGENA ITEM 3
ADJOURNMENT