



THE TOWN OF
INDIAN RIVER SHORES

AGENDA

REGULAR TOWN COUNCIL MEETING

Thursday, May 28, 2026 – 9:00 am

Town of Indian River Shores

6001 Highway A1A Indian River Shores, FL 32963

The regular monthly meeting of the Town Council of the Town of Indian River Shores was held on Thursday, May 28, 2026, in Council Chambers, 6001 Highway A1A, Indian River Shores. Those present were Brian Foley, Mayor; Bob Auwaerter, Vice Mayor and Sam Carroll, Councilmember. Also present were James Harpring, Town Manager, Peter Sweene, Town Attorney and Janice Rutan, Town Clerk.

1. Call to Order

- a. Invocation
- b. Pledge of Allegiance
- c. Roll Call

Mayor Foley called the meeting to order at 9:00 a.m. Councilmember Carroll offered the Invocation. Mayor Foley led the Pledge of Allegiance. The Town Clerk called the roll. Members present were Mayor Foley, Vice Mayor Auwaerter and Councilmember Carroll. Councilmember Altieri and Councilmember Tedesko were absent. A quorum was present.

2. Agenda Reordering, Deletions, or Emergency Additions

There being no reordering, deletions or emergency additions, a motion was made by Councilmember Carroll to approve the agenda as presented. Vice Mayor Auwaerter seconded the motion. The motion passed unanimously (3-0).

3. Presentations/Proclamations

- a. Municipal Clerks Week

Mayor Foley read the Proclamation into the record noting the importance of the position of Town Clerk in municipal government. He thanked the Town Clerk for her service to the Town.

4. Comments From the Public Regarding Agenda Items(s)

None.



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5. Consent Agenda

- a. Approval of Minutes of Town Council Meeting dated April 23, 2026
- b. Approval of Capital Lease - Public Safety Cameras
- c. Approval of Resolution No. 26-03 Public Safety Department Special Detail Rates
- d. Approval of Resolution No. 26-04 Budget Amendment FY 2026

A motion was made by Councilmember Carroll to approve the Consent Agenda as presented. Vice Mayor Auwaerter seconded the motion. The Town Clerk called the roll. All members present voted in the affirmative with the motion passing 3-0.

6. Mayor's Report

Mayor Foley reported the Town was working with the FDOT to repair the sidewalks south of Town.

He also advised that due to the redistricting, the Town was included in Florida District 9, previously District 8. He reminded those wishing to vote absentee, whether in the Primary or the Regular election, would need to request a vote by mail ballot from the Supervisor of Elections.

Governor DeSantis called for a special session to begin June 1 to address Florida's homestead property tax structure. Property taxes would still be required to pay for core services such as public safety and first responders. This proposal would raise the homestead limit to \$250,000 which would benefit 60% of Florida homeowners. Moving forward, the legislature would be required to create a schedule to eliminate homestead property taxes allowing for 92% of the taxpayers to cap out at \$500,000. These proposals would need to be passed by 60% of the voters by referendum at the November 2026 regular election. Presently there was no call for additional taxes to be levied. Town has begun calculations to determine the impact, if any, on Town services.

Mayor Foley reported that HB 1451 - Utilities was expected to be approved which would improve reporting but not prohibit transfers into the general fund.

7. Councilmember Items

Vice Mayor Auwaerter noted ad valorem taxes make up 78% of Town's revenue with the Public Safety Department's budget expenditures being approximately 65% of that. Fiscally constrained counties will be hit the hardest.

Presently, Indian River County and the City of Vero Beach do not charge franchise fees on the Town's Utility Bills.

8. Discussion with Possible or Probable Action

- a. Ordinance No. 594 Comprehensive Plan Amendments Transmittal Hearing

The Town Manager offered a brief presentation explaining the State's requirements for updating the Town's Comprehensive Plan. He explained that although this matter had come before the Town Council in November of 2025, the Town postponed action until they were sure there were no further amendments were required by Senate Bill 180.

Mayor Foley explained that this was essentially an unfunded mandate from the State as the Town was essentially built out. He likened it to other State mandates enacted without regard to the cost to municipalities.

Vice Mayor Auwaerter requested staff receive clarification as to the Level of Services C and D referred to for A1A south and north of the Town Hall.

Attorney Sweeney read the title into the record. A motion was made by Councilmember Carroll and seconded by Vice Mayor Auwaerter to approve Ordinance No. 594 on first reading for transmittal to the State of Florida – Florida Commerce. The Town Clerk called the roll. All in attendance voted in the affirmative with the motion passing 3-0.

b. Ordinance No. 595 Real Estate Sign Penalties-

Attorney Sweeney read the title into the record. Vice Mayor Auwaerter confirmed with Attorney Sweeney that the reference to “shall” resulted in mandatory action and not by discretion.

A motion was made by Councilmember Carroll and seconded by Vice Mayor Auwaerter to approve Ordinance No. 595 on first reading. The Town Clerk called the roll. All in attendance voted in the affirmative with the motion passing 3-0.

c. Ordinance No. 596 Adoption of Town Seal

Attorney Sweeney read the title into the record. Town Manager Harpring offered Staff’s report.

A motion was made by Councilmember Carroll and seconded by Vice Mayor Auwaerter to approve Ordinance No. 596 on first reading. The Town Clerk called the roll. All in attendance voted in the affirmative with the motion passing 3-0.

d. Parking Ordinance Review

Town Manager Harpring reported on a Community Meeting held to receive input from residents on preferences pertaining to the existing Ordinance that prohibits pickup trucks from being parked in residential driveways between the hours of 7:00 p.m. to 7:00 a.m. The meeting on May 19, 2026, meeting was well attended and allowing noncommercial, private use pickup trucks seemed to be the preference for those in attendance.

He requested Town Council instruction on how to proceed.

All Councilmembers present were in favor of changing the Ordinance and looked for Staff’s input.

Terri Bowman, Pebble Bay. Ms. Bowman expressed her appreciation to the Town for hosting the meeting. She and neighbors she spoke with were in support of changing the Ordinance. Ms. Bowman added that the Ford F150 truck series was the highest selling vehicle in the USA. She offered her assistance in drafting the Ordinance.

Manager Harpring would present proposed amendments to Council at the June meeting.

9. Staff Updates

a. Building Department Report

Officer Maikranz was present to represent the Building Department. Council had no additional questions.

b. Code Enforcement Report

Council expressed their appreciation to Officer Maikranz for his efforts noting that his attention to the life safety issues of the residents and the aesthetics to the Town were very important to the Town. Officer Maikranz acknowledged the posting of illegal signs had jumped from 20 in 2025 to 55 in 2026.

c. **Facilities Department Report**

Lucy Scheidt presented her report to the Town Council. Council had no additional questions but thanked Ms. Scheidt for the noticeable improvement in the Town's property.

d. **Finance Department Report**

Finance Direct Heather Christmas addressed the Town Council. The Town may have challenges related to property tax reform, but they will be manageable.

e. **Public Safety Department Report**

Assistant Chief Ryer noted that in addition to the Department's report, in response to the previous month's resident complaint about traffic turning right onto A1A, the department had issued 43 warnings and 1 citation to violators. They will continue to enforce.

Mayor Foley noted that his review of the signage leaving those properties showed many signs were very high and obstructed by foliage. The Town will follow up on that as well as continue to encourage people to look both ways.

10. Town Attorney Report

Attorney Sweeney reported that the Governor has the proposed budget before him and does maintain line-item veto powers without having to go back to the legislature.

11. Town Manager Report

Town Manager Harpring offered a power point presentation on the Anchoring Limitation Areas (ALA). He has been in communication regarding the private submerged lands included in the ALA. There is a template consent agreement that would allow placement of signs, buoys, etc. on these lands, however locating principals of Lost Tree is proving difficult.

In response to Vice Mayor Auwaerter, Attorney Sweeney reported that submerged lands can be privately owned.

Mayor Foley suggested the Town form a liaison between the Public Safety Department and the Florida Fish and Wildlife for proper enforcement protocol to address abandoned vessels.

Town Manager Harpring explained that Septic to Sewer HB 1379 has resulted in unfunded mandates from the State to the individual property owners. The Town investigated grant opportunities on behalf of property owners, as well as waiving permit and inspection fees. The Town will host a follow-up informational meeting on June 24, 2026, with the City of Vero Beach discussing costs and abandonment at that time. The project has been accelerated and equipment is on site.

12. Council/Committee Reports or Non-Action Items

a. **Call for Committee Reports, Informational Updates or Comments**

Councilmember Altieri attended the City of Vero Beach Utility Commission meeting the week prior and had offered a report. Vice Mayor Auwaerter had also been in attendance and referred to Councilmember Altieri's report confirming that a 2022 rate study had been completed. The total cost for the new water treatment facility has risen approximately 90% from 82 million to 156 million.

Other capital projects have the total cap expected up to 217 million through 2030. Operating expenses have increased 14%.

Vice Mayor Auwaerter commented these costs will lead to a significant rate increase for utility customers of at least 47%. Vice Mayor Auwarter expects 72% increase for reuse rates. He further suggested the City be required to cap the amount of transfers from the utility fund into the general fund to 6%.

Mayor Foley reported on the meeting of the Treasure Coast League of Local Governments. The League is offering scholarships for students pursuing careers in public safety. He had been appointed to serve on the audit committee. There was a presentation by the Florida Cattleman's Association.

13. Call to Audience

None.

14. Adjournment

With no further business to come before the Town Council, the meeting adjourned at 10:07 a.m.

Approved: June 22, 2062

Janice C. Rutan, Town Clerk



THE TOWN OF INDIAN RIVER SHORES

AGENDA ITEM

TO: Town Council

FROM: James Harpring, JD
Town Manager

DATE: June 15, 2026

SUBJECT: Ratification of Collective Bargaining Agreement

BACKGROUND

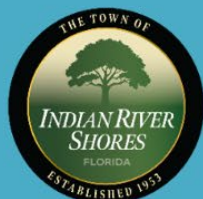
In December 2025, the Teamsters Local Union No. 769 was certified by the Public Employees Relations Commission as the recognized bargaining agent for the Public Safety Officers bargaining unit. In January of 2026 the Teamsters repudiated the existing Collective Bargaining Agreement (CBA) in effect since October 1, 2025 when represented by a different union - IUPA. Thereafter, the Town and the Teamsters met on several occasions to negotiate a new CBA. The negotiations resulted in a new CBA which was ratified by the union membership.

RECOMMENDATION

Approve the CBA effective July 1, 2026 through June 30, 2029.

ATTACHMENT(S)

Collective Bargaining Agreement effective July 1, 2026 through June 30, 2029



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THE TOWN OF
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Collective Bargaining Agreement

Town of Indian River Shores

and

Indian River Shores Public Safety

Officers Bargaining Unit

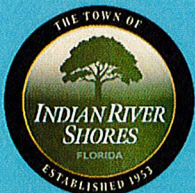
Teamsters Local Union No. 769

Effective

July 1, 2026

through

June 30, 2029



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DEFINITIONS

Department - The Public Safety Department of the Town of Indian River Shores, Florida.

Dependents - Those individuals as identified under the Internal Revenue Code.

Director - The Public Safety Director of the Town of Indian River Shores, Florida.

Disability - A work-related injury or disease that prevents the employee from performing normal duties and responsibilities.

Dual-Certified – Licensed as an emergency medical technician or paramedic and certified as a law enforcement officer or firefighter.

Emergency - Any situation that jeopardizes the public health, safety and welfare, as defined by state law or Town ordinances, and requires alternation of normal working conditions such as changes in work schedules and personnel assignments or other necessary alterations.

Employee - Any full-time Public Safety Officer holding the rank of Public Safety Officer Recruit, Public Safety Officer, Public Safety Officer Fire Inspector, Public Safety Criminal Investigator or Public Safety Officer Sergeant.

Employer - The Town of Indian River Shores, Florida.

Fiscal Year - The budget year commencing October 1 and ending September 30.

Immediate Family for Bereavement Leave - Refers to spouse, children, parents, grandparents, grandchildren, siblings, parents-in-law, brothers-in-law or sisters-in-law.

Manager - Refers to the Town Manager of the Town of Indian River Shores.

Member - Any employee who is on the membership list and pays dues to the Teamsters.

PERC - Public Employee Relations Commission, established in Florida Statutes 447 Part II.

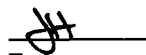
Representative - The person chosen by the Teamsters to represent the employees.

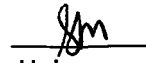
Rules and Regulations - Rules and Regulations of the Town of Indian River Shores Public Safety Department.

Town - The Town of Indian River Shores, Indian River County, Florida.

Triple-Certified – Licensed as an emergency medical technician or paramedic and certified as a law enforcement officer and firefighter.

Teamsters – Teamsters Local Union No. 769, affiliated with the International Brotherhood of Teamsters.


Town


Union

Article 2: Recognition

SECTION 1. The Town recognizes the Teamsters Local Union No. 769, affiliated with the International Brotherhood of Teamsters, as sole and exclusive bargaining agent for all full-time personnel employed by the Town, in the Public Safety Department in the following ranks:

- Public Safety Officer
- Public Safety Officer Sergeant
- Public Safety Officer Criminal Investigator
- Public Safety Officer Fire Inspector

SECTION 2. The Teamsters has the right to file for re-certification to the Public Employees Relations Commission (PERC) at any time one of the following conditions exists:

- A. A change is made necessary by a change in the Teamster's name or by merger.
- B. In the event a particular job position or classification is created or changed after the date of this Agreement.

SECTION 3. The parties agree that any change in certification or recognition will be in accordance with the procedures in Chapter 447, Florida Statutes.

SECTION 4. The Town will not be called upon to recognize Teamsters Local Union No. 769, affiliated with the International Brotherhood of Teamsters as agent for any of its employees other than those identified in the Certification Petition, Certification No. 2155 in the absence of a new PERC certification. Any dispute as to an individual employee's status or any new classification status as being included or excluded from the bargaining unit will be resolvable through normal PERC procedures, and not through the contractual grievance procedure.

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Article 3: Payroll Deduction of Dues

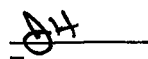
SECTION 1. The employer agrees to deduct dues once each pay period, from the earnings of employees who have signed the form to be provided by the Teamsters for deduction of dues and assessments certified to be current by the Teamsters, and to remit the same as directed on the dues deduction form.

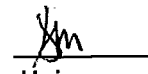
SECTION 2. The prescribed dues and fees shall be deducted only upon the written authorization of the with a properly executed copy of such authorization for check-off and dues form.

SECTION 3. The Teamsters shall indemnify, exonerate, and hold harmless the Town from any claims and/or judgments against the Town and/or Teamsters based on any check-off of Teamsters dues, fees or assessments. The Teamsters shall defend said claim, action, suit or proceeding at its own cost and without expense to the Town even if such claim, action, suit or proceeding is false, groundless or fraudulent. The Teamsters shall make such investigation and settlement of any claim provided the Town agrees to such settlement.

SECTION 4. Any employee whose employment is terminated by death, resignation, termination, layoff, or retirement shall cease to be subject to check-off deductions beginning with the month in which the termination or transfer occurs.

SECTION 5. The Town shall not be required to collect Teamsters dues in arrears. Any change in dues made by the Teamsters will be made effective after a thirty (30) day written notice by the Teamsters to the Town.


Town

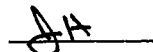

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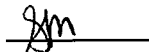
Article 4: Union Activity

SECTION 1. The Town acknowledges that the right of Public Safety employees to work shall not be deprived or abridged on account of membership, non-membership, or participation in any Union or organization.

SECTION 2. Time off for the Teamsters' Unit Representative or alternate to attend union related seminars, conferences, or conventions, shall not to exceed four (4) duty days in a calendar year; such time off may be without pay if requested by the employee. This is a total of four (4) duty days off and not per individual. Up to two (2) members of the negotiating team shall be allowed time off for negotiations that are mutually set between the Town and Union without loss of pay.

SECTION 3. There shall be no Union activity, other than normal process of grievances, or representation of employees in the Public Safety Department without the express permission of the Public Safety Director.


Town


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Article 5: Bulletin Boards

SECTION 1. The Teamsters may have a single bulletin board for the posting of notices within the Public Safety Building. Notices shall be provided to the Director prior to posting.

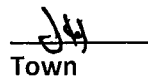
Article 6: Wages

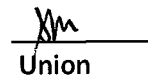
SECTION 1.

- A. For the term of this agreement, the starting rate of pay and the top rate of pay for the salary range for members of the bargaining unit shall increase as follows:

	<u>Starting</u>	<u>Top</u>
October 1, 2026:	\$55,456	\$87,745
October 1, 2027:	\$57,674	\$89,939
October 1, 2028:	\$59,981	\$92,187

- B. On October 1, 2026, each bargaining unit member shall receive a four (4) percent increase to their base salary. On October 1, 2027, each bargaining unit member shall receive a four (4) percent increase to their base salary. On October 1, 2028, each bargaining unit member shall receive a four (4) percent increase to their base salary.
- C. For the term of this agreement, bargaining unit members who are at or will reach the top of the pay range and whose base salary increase to the top of the pay grade is less than \$2,500 shall have their base salary increased to the top of the pay grade. Additionally, they shall receive a one-time, lump sum payment in an amount equal to the difference between the amount of the base salary increase and \$2,500, but not to exceed \$2,500. Any lump-sum amount payable to the employee shall be a gross amount and shall not count towards the bargaining unit member's retirement.
- D. New hires with at least ten (10) years of experience as a law enforcement officer, firefighter, paramedic or EMT may have their starting salary increased by up to 15% over the starting rate of pay at the recommendation of the Director, and upon approval by the Town Manager.
- E. All bargaining unit members who have three certifications at the time of hire, or bargaining unit members who have two certifications at the time of hire and are required to earn a third certification, shall be afforded a 15% increase to the base rate of pay at the time of hire. Bargaining unit members with two certifications at the time of hire who are not required to earn a third certification will not receive a 15% increase to their base salary.
- F. New employees who have a current paramedic certification from the State of Florida will initially receive a \$5,000 initial annual payment. When said employee is released from the preceptor program and accepted by the Medical Director to function as a Paramedic


Town


Union

under his license, he will receive an additional \$5,000 annually (a total of \$10,000 annually.)

SECTION 2. Position Pay

An employee promoted to Sergeant, Criminal Investigator, or Fire Inspector will receive a 10% increase of their base pay. Promotion to Sergeant shall be from the Promotional List. Appointments to Criminal Investigator or Fire Inspector are at the discretion of the Director.

SECTION 3. FTO Pay

Employees, when assigned to be Field Training Officers (FTO), will receive an additional \$20.00 for each shift they are acting in an FTO capacity. To be eligible for the appointment to FTO, the employee must be recommended by an Assistant Chief and approved by the Director. FTO pay shall not be calculated as part of base pay and shall not be subject to any percentage multiplier.

SECTION 4. Retroactivity

If this agreement is not ratified by the Teamsters prior to September 30, 2026, any wage or other economic increases contemplated under this agreement will not be retroactive to October 1, 2026.

Article 7: Overtime Pay

SECTION 1. Overtime shall be paid in accordance with the requirements of the FLSA (Fair Labor Standards Act).

SECTION 2. Bargaining unit members recalled to work at time other than their regularly scheduled working hours shall be compensated at the rate of time and one-half (1 ½) of the employee's regular rate of pay for a minimum of three (3) hours. Employees required to hold over after their scheduled shift is completed shall be compensated at the rate of time and one-half (1 ½) of the employee's regular rate for the actual hours worked and there will be no minimum number of hours which will be paid. De minimis time at the time of shift exchange does not fall into the category for a hold over causing overtime pay at the time of shift exchange.

SECTION 3. Employees required to stand by at a time other than their regularly scheduled working hours, when said standby restricts the employee's free use of off-duty time, shall be compensated at the rate of straight time for a minimum of four (4) hours.

SECTION 4. Employees required to attend court, depositions, or any other judicial or quasi-judicial proceeding as a result of their employment at a time other than their regularly scheduled working hours shall be compensated at the rate of time and one-half (1 ½) the employee's regular rate of pay for a minimum of three (3) hours.

SECTION 5. Employees required to attend court functions shall, in addition to the benefit provided in Section 4 of this Article, be permitted to retain any mileage fees provided by State statute, provided they provide their own transportation from the Public Safety facility to the court. All mileage is to be paid from the Public Safety building, not from home.

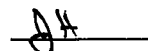
SECTION 6. Procedure for overtime is as follows. Bargaining unit employees shall be called in from one of three separate overtime lists. The overtime lists are as follows:


- One list for 8-hour shifts
- One list for 16-hour shifts
- One list for 24-hour shifts

If the overtime is created by an 8-hour employee, the 8-hour overtime list will be used according to their regularly scheduled hours. If the overtime is created by a 24-hour employee, the 24-hour overtime list will be used. The Public Safety Investigator will be included on the 8-hour overtime list.

- A. The lists are to be rotational with the employee working the last overtime slot being put on the bottom of the list. The duty officer will call from the top of the list until the overtime slot is taken. That employee's name will then be placed at the bottom of the list.

If an employee has been contacted and does not take the overtime slot offered to him, his name will remain in the exact position on the list.


Town


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- B. When overtime is needed, personnel will be called from the appropriate list in the order that they appear at the same rank or certification that is needed. Personnel taking the overtime will then be placed at the bottom of the list. If no officers volunteer for overtime, the Town reserves the right to assign officers, by rotating inverse seniority, to overtime when necessary.

SECTION 7. Employees required to attend any department scheduled training or meetings during their off-duty time shall receive compensation at the rate of time and one-half (1 ½) the hours of training.

Article 8: Vacations

SECTION 1.

An incremental increase in vacation time is granted to all employees upon reaching the anniversary date of one (1), five (5), ten (10), fifteen (15), twenty (20), and twenty-five plus (25+) years of employment as follows:

Anniversary	40-hour per Week Employee	24-hour per Shift Employee
1 Year	80 hours	144 hours
5 Years	120 hours	192 hours
10 Years	160 hours	240 hours
15 Years	176 hours	288 hours
20 Years	192 hours	336 hours
25+ Years	208 hours	384 hours

SECTION 2.

- A. Vacations must be taken in increments of at least twelve (12) hours for shift employees and four (4) hours for eight (8) hour employees. Scheduling is coordinated with and subject to the approval of the Public Safety Director.
- B. No more than one employee per shift may be off on vacation at one time unless approved by the Public Safety Director.
- C. A written verification from a doctor shall be required when sick leave is taken one shift before or after vacation. In regard to absences on the shift immediately preceding vacation, the request for doctor's verification shall be made within twenty-four (24) hours of notification of absence.
- D. Vacation hours must be used in the year they are accrued, or they will be lost on the next anniversary date. Rare exceptions will be approved by the Public Safety Director or the Town Manager.
- E. Unused vacation for the last year of employment only will be paid and counted into earnings for that last year. Employees entering into the DROP program will be paid for unused vacation during their last year of employment (i.e., the last year of DROP participation before separation) and, as such, payout of unused vacation shall not be considered pensionable compensation for employees participating in the DROP.
- F. Vacation must be arranged 48 hours prior to the beginning of the shift or unless otherwise approved by the Public Safety Director.

SECTION 3. Scheduling on the Calendar

- A. The vacation schedule calendar shall be posted no later than November 1 for examination and choice of preferred vacation time.
- B. Each shift shall select vacation time independently of the others.
- C. All choices of preferred vacation time will be acted on by December 15, with the first preference going to those having the most seniority as defined in this Article, Section 4. C.
- D. The first preference only applies to a single block of consecutive vacation days.
- E. After December 15, requests for vacation time will be granted in the order in which they are submitted, regardless of seniority.
- F. In the event an employee is seriously ill during his scheduled vacation period, those days may be rescheduled to another available time with the approval of the Public Safety Director and upon presentation of acceptable medical documentation if requested.

SECTION 4. Seniority

- A. Employees shall accrue seniority based upon the most recent date of hire and based upon continuous service with the Town.
- B. In the event that two employees have the identical seniority with the Town, seniority within the Department shall be the governing factor.
- C. Seniority in the ranks shall be measured upon time spent in that classification; however, rank has seniority in all cases.
- D. Seniority shall be the determining factor is the selection of days off and vacation.

Article 9: Paid Sick Leave

SECTION 1.

The Town shall provide sick leave on the following basis:

- A. Each full-time employee shall accrue sick leave days at the rate of twelve (12) hours per month. Sick leave may be taken in minimum of one-hour increments.

- B. Sick leave with pay shall be granted for the following reasons:
 - 1. Personal illness or medical appointment;
 - 2. Physical incapacity;
 - 3. Emergency, injury or sickness of the immediate family - one shift per illness except for 24-hour shift employees, it may be one 24-hour shift or two half-shifts (12 hours each); or
 - 4. Enforced quarantine of the employee in accordance with community health regulations.

- C. Notwithstanding a shift exchange, if more than one consecutive shift is taken off sick, medical documentation is required.

- D. A doctor's note may be required whenever there are objective circumstances suggesting that an employee may be abusing sick leave. A written verification from a doctor shall be required when sick leave is taken one shift before or after vacation. Regarding absences on the shift immediately preceding vacation, the request for doctor's verification shall be made within twenty-four (24) hours of notification of absence.

SECTION 2.

Sick leave may be accrued throughout your term of employment. It will have no monetary value at retirement or departure from employment. Accrued sick leave may not be used in conjunction with long term disability insurance or workman's compensation insurance. If an emergency arises and there are not enough hours of sick leave accrued, the Public Safety Director may approve the use of future sick leave.

SECTION 3:

In the final pay period of each fiscal year, each employee will be given the option to cash out any unused sick leave that was accrued during the period of that fiscal year only. For any employee electing the payout option, the employee will receive 50% of the value of the sick leave at the employee's then hourly rate for every hour of sick leave cashed out. Employees who elect not to cash out any sick leave at the end of the fiscal year will be permitted to carryover their sick leave balance to the following year, although any unused sick leave will not be eligible for payout on separation. The option to cash out unused sick leave shall only apply to sick leave accrued after January 17, 2020. Sick leave balances which accrued prior to January 17, 2020 will be used for absences only after exhaustion of sick leave balances that accrue after ratification.

Article 10: Disability Leave

SECTION 1. Compensation

Disability leave with pay shall be provided by the Town to any employee who sustains a service-connected disability. If it is determined that the employee has sustained a service-connected disability, he/she shall be entitled to the following benefits.

- A. Employees holding full-time status shall be entitled to receive their salaries, less all Workers' Compensation benefits due them, for a period not to exceed one year, beginning with the date of disability; and no charge will be made against sick leave during that period. The employee will continue to accumulate vacation and sick leave credit during that one-year period if not at maximum medical improvement (MMI) within one (1) year of injury, employee shall be subject to an MMI exam by an independent physical to determine fitness for duty.

- B. If, after the receipt by the employee of compensation payment, the employee fails to reimburse the Town, then the money to be paid by the Town to the employee shall be reduced in an amount by the sum equal to the compensation payments to which the employee is entitled or is receiving.

SECTION 2. Unpaid Leave or Non-Job Related Injury

An employee who goes on leave without pay or is out for a non-job related injury will not accrue sick or vacation time during that period.

SECTION 3. Catastrophic Job-Incurred Injury or Disease

Catastrophic job-incurred injuries or disease will be treated in accordance with the Defined Benefit Plan Documents and the Florida Statutes.

SECTION 4. Life Scan Physical

A life scan physical shall be completed on an annual basis.


Town


Union

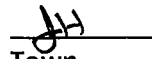
Article 11: Holidays

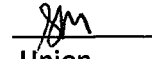
SECTION 1. The Town recognizes the following holidays:

1. New Year's Day
2. Good Friday
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veteran's Day
7. Thanksgiving Day
8. Day after Thanksgiving
9. Christmas Eve
10. Christmas Day
11. Presidents Day

SECTION 2. All 24-hour per shift employees will receive twelve (12) hours pay at their regular rate for the pay period within which the holiday falls.

SECTION 3. The 40-hour per week employees may receive the day off, at the discretion of the Public Safety Director. If worked, the employee will receive regular pay in addition to time and a half pay for those hours worked.


Town


Union

Article 12: Bereavement Leave

Regular full-time employees who work a 24-hour shift shall be granted up to two (2) shifts leave with pay for death in the immediate family as listed in the Definitions without charge to any other leave time. Employees who work an 8 or 12 hour shift are allowed up to three (3) shifts leave with pay.

Article 13: Insurance

SECTION 1. The Town will provide health insurance for employees and their dependents. The Town will provide 100% toward the premium cost for the employee's individual coverage and 64% toward the premium cost of the dependent coverage for the duration of this Agreement. The employee will contribute the remainder of the premium cost for dependent coverage.

SECTION 2. The Town may obtain coverage from a different carrier or adjust existing coverage, provided the benefits are substantially similar.

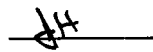
SECTION 3. In the event the Town changes carriers during the term of the insurance plan, the Town agrees that the employees shall not be liable for a double deductible, and the Town further agrees to notify the Teamsters by letter as soon as practical before a change in carrier is made.

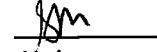
SECTION 4. Should an employee decline to take any and all medical insurance coverage (including employee, family, and spouse coverage) with the Town, an incentive bonus in the form of a biweekly stipend will be paid which amounts to one twenty-sixth of 50% of the cost savings to the Town.

SECTION 5. The Town agrees to offer dental and vision coverage.

- A. The Town agrees to provide dental and vision coverage with an insurance carrier, paying 100% of the employee's premium, and 25% for dependent coverage.
- B. The Town will pay up to \$300 per year, per employee and his dependents, for dental and vision services rendered. The employee must submit proper paid invoices to the Town Treasurer's office for reimbursement.

SECTION 6. The Town will provide term life insurance in the sum of \$100,000 for each bargaining unit member. Any applicable taxes shall be borne by the employee. To the extent an employee elects to continue his or her life insurance after retirement, if permitted by applicable law, he or she shall be responsible for payment of all premiums.


Town

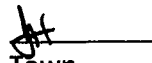

Union

Article 14: Compensatory Time

SECTION 1. When an employee works hours which qualify for overtime pay, the Town may grant compensatory time in lieu of overtime pay at the request of the employee. Such compensatory time will accumulate at one and one half (1 ½) for each applicable hour of overtime.

SECTION 2. The Town will provide continuously accurate recording of the accumulated amount of compensatory time. Such information can be obtained from Human Resources or the Town Finance Department.

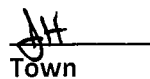
SECTION 3. Compensatory time will be used within ninety (90) days from when it is accrued year except by the approval of the Public Safety Director.

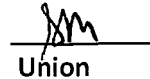

Town


Union

Article 15: No Strike Clause

The parties recognize and acknowledge that, as set forth in all applicable Sections of the Florida Statutes, strikes and strike-related activity in public-sector employment is expressly prohibited by Florida law. The Teamsters agree that it shall not instigate, authorize, or otherwise endorse any strike or strike-related activity prohibited by Florida law. In the event of an alleged violation of the statutory provisions referenced in this Section, the Town may seek any relief available as provided by Section 447.507 of the Florida Statutes or as otherwise provided in State or Federal law.


Town


Union

Article 16: Management Rights

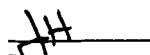
SECTION 1.

Except as specifically and expressly abridged, limited or modified by the written terms of this Agreement, all of the rights, powers and authority previously possessed by the Town prior to this Agreement are retained by the Town.

SECTION 2.

Nothing in this agreement shall be construed so as to limit or impair the right of the Town to exercise in its sole and exclusive discretion on the following matters, providing such exercise is consistent with state and federal law and the express terms of this Agreement.

- A. To manage the Public Safety Department and exercise sole and exclusive control and absolute discretion over the department and operations;
- B. To determine the purpose and functions of the Public Safety Department and its constituent units and classifications;
- C. The Town may determine to be necessary to maintain order and efficiency relative to workforce and operations, and the provision of services to be rendered, provided that such exercise is consistent with the express terms of this Agreement and does not unilaterally modify any mandatory subjects of collective bargaining.
- D. To set methods, means of operations and standards of services to be offered by the Town and to contract such operations and services to the extent deemed practical and feasible by the Town in its sole discretion.
- E. To determine and modify job content, work load and work force size.
- F. To determine qualifications of all employees employed by the Town and to select, examine, hire, classify, train, lay off, assign, schedule, retain, transfer, promote, direct and manage all employees of the Town consistent with all existing provisions of state and federal and this Agreement.
- G. To take disciplinary action against any bargaining unit member for proper cause and in compliance with state and federal law, Town policy, and this Agreement.
- H. To establish and modify staffing levels.
- I. To institute, establish, create or eliminate any function, unit or positions within the Public Safety Department not inconsistent with state or federal law, Town policy, and this Agreement.


Town


Union

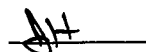
- J. To restructure or reorganize the organization not inconsistent with provisions of this agreement or existing law.
- K. To determine in what manner any vacancy will be filled. The Town shall post any vacancy at least seventy-two (72) hours before it may be filled.
- L. To exercise any other management right afforded by PERC rulings, state or federal law.

SECTION 3.

Except as otherwise provided in the Agreement, any written rule, regulation, policy or procedure affecting those employees of the bargaining unit in effect prior to, as well as those issued after the effective date of this Agreement, shall remain in full force and effect unless changed, modified or deleted by the Town. It is also expressly understood that the Town shall not be deemed to have waived or modified any of the rights reserved to the Town by this Agreement by not exercising said rights in a particular matter or in a particular manner.

SECTION 4. Suspension of Agreement

If, at the sole discretion of the Town, it is determined that civil emergency conditions exist, including but not limited to riots, fires, floods, civil disorders, strikes or illegal work stoppages, hurricane conditions or similar catastrophes or disorders, the provisions of this Agreement may be provided by the Town as it deems necessary, during the term of the declared emergency, provides that wage rates, just cause for discipline, and other direct monetary payments shall not be suspended.



Town

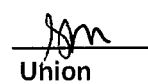

Union

Article 17: Non-Discrimination

SECTION 1. This agreement shall not discriminate against any employee because of race, creed, color, national origin, age, sex, disability which does not prevent the individual from performing the "essential functions" of a job or because of participation or non-participation in an Union activity. The employer and the Union further agree that sexual harassment in the workplace creates a hostile work environment. Words used herein regardless of the gender are construed to include any other gender, masculine, feminine or otherwise recognized, as context requires.

SECTION 2. Should an alleged violation occur, the employee shall have the right to either file a grievance under Article 21 or file a complaint with a governmental agency and/or a court. However, an employee cannot file both a grievance and a complaint with a government administrative agency and/or a court. The filing of a grievance under Article 21 shall act as a waiver of the right to file a claim with any governmental agency or a court of competent jurisdiction. The filing of a claim with any governmental agency or a court of competent jurisdiction shall act a waiver of the right to file a grievance under Article 21.


Town


Union


Article 18: Uniforms and Equipment

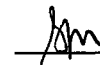
SECTION 1. The Town will provide all uniform items, including shoes and leather, for each of the Public Safety Officer positions in the bargaining unit. All uniforms will be National Firefighter's Protective Association (NFFA) approved clothing. In addition, the Town will provide the means for each employee to have all uniform shirts and long pants cleaned during the year. The Public Safety Officer Criminal Investigator will have personal clothing used in the performance of duties cleaned at the expense of the Town.

SECTION 2. Personal items, up to a limit of five hundred dollars (\$500) which are damaged as a result of duty connected accidents will be replaced by the Town. Personal items will include, but not be limited to, wristwatches, prescription eyeglasses, contact lenses and wedding bands and cell phones. Items over \$500 may be reimbursed at the discretion of the Town Manager.

SECTION 3. Employees required to wear personal clothing as their uniform will be reimbursed up to \$500 each fiscal year.

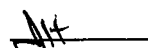
SECTION 4. With permission of the Public Safety Director, the Public Safety Officer Criminal Investigator will be provided with a departmentally issued take-home vehicle for the purpose of responding to an emergency scene any time during the day or night. The vehicle will only be used for departmental business unless otherwise approved by the Public Safety Director.


Town


Union

Article 19: Working Out of Classification

SECTION 1. Any bargaining unit member who is assigned by the Director of Public Safety or his designee in writing to temporarily assume a higher-ranking position (above that to which they are currently assigned) and to act in that position, shall be paid ten percent (10%) increase over his/her current basic rate of pay for acting in that temporarily assigned higher position.


Town


Union

Article 20: Complaint Procedure

SECTION 1. In the event the Teamsters has a complaint that Department actions are inconsistent with written policy, the Teamsters may bring this complaint in written form before the Public Safety Director for resolution within five (5) business days of the issue being discovered. The complaint shall identify the action being taken by the Department, the policy which addresses the action and any requested resolution. The Public Safety Director will respond to the complaint in writing within ten (10) business days after receipt.

SECTION 2. Within fifteen (15) business days to any response by the Public Safety Director, the Teamsters may file a written request to the Town Manager for review of the complaint. The Town Manager will review all information presented by the Teamsters and issue a written determination within fifteen (15) business days. The Town Manager's decisions shall be final.

Article 21: Grievance and Arbitration Procedure

SECTION 1.

In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, is agreed that there is a procedure for the resolution of grievances between the parties arising from any alleged violation of the specific terms of this agreement.

SECTION 2.

For purposes of this Agreement, a grievance is defined as a dispute, claim or complaint that any employee or the Teamsters may have as to the interpretation, application, and/or alleged violation of some express provision(s) of this Agreement which is subject to the grievance procedure. The original grievance shall not be amended after filing, during the process of the investigation of the grievance, or during arbitration.

SECTION 3.

- A. Every effort will be made by the parties to settle all grievances as soon as possible. The time limits set forth herein shall be strictly complied with and can only be extended by mutual agreement of the parties in writing. Any grievance shall be considered settled at the last level considered if the grievant or the Teamsters fail to timely process the grievance to the next level.

- B. The commencing of legal proceedings against the Town in a court of law or equity, or before the Public Employee Relations Committee, for misapplication or misinterpretation of the terms of this Agreements, shall be deemed an election of remedy and shall be a waiver by the party commencing the proceeding of their right to resort to the grievance and arbitration proceeding contained in this Article and any grievance that has already been filed over the same subject will be dismissed. Except as otherwise specifically provided, the Grievance and Arbitration Procedure is the sole remedy for any alleged violations of this agreement. It is the intent of both parties that the same relief not be heard under both the Arbitration Procedure and before PERC or a court, or any administrative agency or body.

SECTION 4.

All grievances must be in writing and must contain the following information:

- 1. Article(s) and Sections(s) of the Agreement alleged to have been violated;
- 2. A statement of the grievance, including facts, dates and time of events as well as the remedy, modification or adjustment requested;
- 3. Signature of the aggrieved employee or the Teamsters representative along with the date signed.

SECTION 5.

Grievances shall be processed in accordance with the following procedures:

STEP 1:

The grievant or the Teamsters shall present in writing their grievance to the employee's immediate supervisor within ten (10) business days of the occurrence of the action giving rise to the grievance. The supervisor, the grievant and the grievant's representative, if any, shall have an informal discussion of the grievance to determine if it can be settled in an efficient and mutually agreeable manner, consistent with the provisions of this Agreement. The supervisor shall render a decision in writing within ten (10) business days from the date of the written grievance. Failure of the supervisor to timely respond shall be considered a denial of the grievance. A denial of the grievance shall entitle the grievant to appeal to Step 2.

STEP 2:

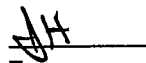
If the grievance is not settled at the first step, the grievant or Teamsters within ten (10) business days of the answer in Step 1, or if no answer is received under Step 1, within ten (10) business days of the date the answer was due, may appeal the grievance to the Director of Public Safety. The Director, or designee, will review the allegations giving rise to the grievance and may, within ten (10) business days of receipt of the written grievance, conduct a meeting between the grievant and the grievant's Teamsters representative. The Director shall notify the grievant of a decision no later than ten (10) business days following the submission of the grievance at Step 2. Failure of the Director to respond within ten (10) business days shall be considered a denial of the grievance and shall entitle the grievant to appeal to Step 3.

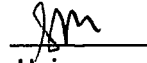
Step 3:

If the grievance is not settled in Step 2, the grievant or Teamsters within ten (10) business days of the answer in Step 2, or if no answer is received under Step 2, within ten (10) business days of the date the answer was due, may appeal the grievance to the Town Manager. The Town Manager, or designee, will review the allegations giving rise to the grievance and may, within ten (10) business days of receipt of the written grievance, conduct a meeting between the grievant and the grievant's Teamsters representative. The Town Manager shall notify the grievant of a decision no later than ten (10) business days following the submission of the grievance at Step 3. Failure of the Town Manager to respond within ten (10) business days shall be considered a denial of the grievance and shall entitle the grievant to appeal through the Arbitration procedure outlined in Section 6 of this Agreement.

SECTION 6.

If a grievance has not been satisfactorily resolved within the grievance procedures outlined above, the Teamsters may, within ten (10) business days after the response is received at Step 3 of the Grievance Procedure, request a panel of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS). A copy of the written request shall be provided to the Town Manager. Upon receipt of the list, each party shall alternate striking arbitrators, beginning with the party who requested the arbitration panel. The last remaining arbitrator shall hear and rule upon the grievance. The parties can mutually agree to change to the American Arbitration Union during the term of this Agreement. Either party may strike an entire panel.


Town


Union

SECTION 7.

The following general rules are applicable to this Article:

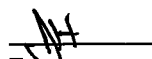
- A. The Teamsters may abandon or settle a grievance. Grievances settled under this Article are no-precedent setting and cannot be offered as evidence or precedent in any subsequent arbitration case, unless the Teamsters and the Town mutually agree in writing that the grievance is precedence setting.
- B. No grievance can be amended or supplemented after the initial management response in Step 1 without written consent of the Town Manager.
- C. The arbitrator shall not have the power to add to, subtract from, modify or otherwise alter the terms of this Agreement.
- D. The arbitrator shall have no power to establish wages, rates of pay for new jobs, or to change any wage, unless the arbitrator is specifically empowered to do so by both parties.
- E. The arbitrator shall only have authority to rule on grievances arising under this agreement as defined in Sections 2 and 4 above.
- F. The arbitrator shall determine each dispute in accordance with the terms of this Agreement and in accord with a Submission Agreement, if one can be agreed to. If there is no Submission Agreement, then the arbitrator will rely on the grievances as written under Step 1 of this Agreement.
- G. Unless the parties agree in writing to the contrary, only one grievance may be submitted to an arbitrator at any one hearing.
- H. Upon request of either party, the arbitrator shall rule on the arbitrability before issuing a decision on the merits. If a lawsuit is filed over arbitrability, the arbitration shall not commence until the suit has concluded in the trial court.

SECTION 8.

The arbitrator's decision shall be final and binding on the Teamsters and on all bargaining unit employees and on the Town, provided that the arbitrator's decision is not outside or beyond the scope of the arbitrator's jurisdiction and authority as set forth in this Agreement.

SECTION 9.

Each party shall bear the expense of its own witnesses and its own representatives, except on-duty employees may be on call to appear. The arbitrator's bill and any expenses incurred for obtaining a hearing room shall be equally shared by the parties.


Town

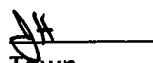

Union

SECTION 10.

The parties may agree in writing that with respect to any arbitration there will be no transcript of the proceeding an/or no post arbitration briefs.

SECTION 11.

The Teamsters will not be responsible for the cost of arbitration to which it was not a party. If the grievant is not represented by the Teamsters at the arbitration proceedings, the grievant shall be required to make a deposit of cash, money order, or certified check to be held by the Town in escrow in an amount to one-half of the estimated arbitration costs. If there is a dispute as to the estimated costs, said dispute shall be submitted in writing to the arbitrator for resolutions prior to the hearing. This deposit must be made at least ten (10) business days prior to the date of the scheduled arbitration hearing. Failure of the grievant to make this deposit shall signal an end of the grievance/arbitration process.

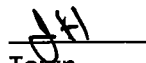

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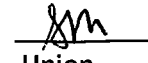

Union

Article 22: Hours

SECTION 1. Shift schedules will be determined by the Director of Public Safety.

In the event the Town elects to make a change in department-wide shift schedules, the Teamsters shall be notified at least thirty (30) calendar days in advance by letter and offered the opportunity to negotiate as defined under Florida Statute (F.S.) 447. The current department-wide shift schedules shall be in effect throughout the term of this contract unless a change is negotiated pursuant to F.S. 447.

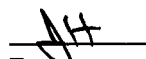

Town


Union

Article 23: Separability

The parties agree that should any Article, part, or paragraph of this Agreement be declared by a court of competent and final jurisdiction to be unlawful, invalid, or unenforceable, said Article, part or paragraph shall not affect the validity and enforceability of any other Article, part, or paragraph hereof, and the remainder of this Agreement shall remain in full force and effect.

In the event any Article, part or paragraph of the Agreement is lawfully declared invalid, the Employer and the Teamsters will meet within thirty (30) days of the final_ruling to negotiate a replacement Article.


Town


Union

Article 24: Education Plan

SECTION 1. Educational Incentive Pay

Employees will receive incentive pay as outlined and determined by Florida Statute under the Florida Program Guidelines.

SECTION 2. Educational Cost Reimbursement Plan

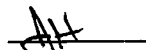
The Town, in an effort to encourage employees in obtaining undergraduate college degrees, will participate in a college tuition reimbursement program. The program will reimburse employees up to \$2,000 annually toward tuition expenses and the cost of books. The employee will submit in writing to the Public Safety Director the courses to be taken at an accredited college. Upon written approval from the Public Safety Director, the employee will register for the courses. Upon successful completion of the courses with a grade of "C" or better, or a pass grade if no letter grade is given, the employee will submit an official final transcript and book receipts, to the Public Safety Director, who will then forward the information to the Town Manager for determining the reimbursement. The Town will only reimburse for the core courses of a degree program that is directly related to public safety and not for elective courses taken to complete the total number of degree hours needed. Tuition will be reimbursed at 100% for letter grades of "A", at 75% for letter grades of "B", and 50% for letter grades of "C". Tuition reimbursement will not be offered by the Town for letter grades received by the institution below a letter grade of "C".

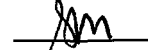
Article 25: Internal Investigations and Disciplinary Action

It is the policy of the Town to investigate all complaints against bargaining unit members that are received against Public Safety Department personnel. Citizen complaints are frequently based upon misunderstanding of laws or procedures. When possible, they should be resolved during the initial contact with a sincere desire to hear and understand the problem and convey appropriate information to the complainant.

Section 1:

- A. Any Public Safety personnel assigned to conduct an internal investigation will not conduct any criminal investigations against a bargaining unit member. Any allegation made against a bargaining unit member will be thoroughly and objectively investigated.
- B. All internal investigations shall be conducted consistent with Florida law and Town policies and procedures, and in any event, consistent with Chapter 112, Florida Statutes
- C. No member shall be required to submit to a lineup, hand writing exemplars, CVSA or polygraph.
- D. If a member is arrested for, or charged with, a misdemeanor or felony, or is alleged to have violated any Town policy regarding anti-discrimination or sexual harassment, the member may be suspended without pay. Sick leave may not be used during any period of suspension without pay.
- E. Members under investigation are required to answer all questions related to the performance of their duties. However, no information obtained through the compelled statement may be used in any future criminal prosecution.
- F. Members under investigation shall not be subjected to offensive language or threatened with transfer, termination or disciplinary action.
- G. One of the following dispositions will be utilized.
 - 1. Sustained
 - 2. Not Sustained
 - 3. Unfounded
 - 4. Policy Failure
- H. The complainant will be notified in writing of the disposition of the complaint upon conclusion of the investigation. The notification will be documented and maintained in the investigative file.
- I. Members may obtain one copy of his or her disciplinary file without a charge.

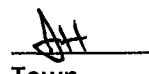

Town


Union

Article 26: Probationary Period

SECTION 1. The probationary period for newly hired triple-certified officers shall be twelve (12) months from the date of hire. The probationary period for newly hired dual-certified officers shall be twelve (12) months from the date of hire, with an additional six (6) months upon completion of the final certification obtained (either law enforcement or firefighter). The probationary period may be extended at the discretion of the Public Safety Director, not to exceed six (6) months. Any extension must occur within the initial twelve (12) months probationary period. However, the Public Safety Director shall notify the Teamsters and the employee in writing as to why the extension shall take place. A probationary employee may be terminated at the discretion of the Public Safety Director without recourse to the grievance/arbitration procedure prior to successfully completing the probationary period.

SECTION 2. Bargaining unit employees promoted to the position of Public Safety Sergeant, Investigator, or Fire Inspector will serve a six (6) month probationary period. If the probationary period is not successfully completed, the employee will be returned to their previous position and previous salary. The determination by the Town of whether the employee successfully completes the probationary period is not subject to the grievance and arbitration procedure. Bargaining unit employees placed on probation under this Section shall be deemed full-time employees, and the probation shall only affect the promoted position - Sergeant, Investigator or Fire Inspector.

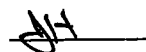

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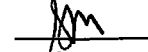

Union

Article 27: Minimum Standards

SECTION 1. If an employee fails to maintain Florida police, firefighter, EMT or Paramedic certification, for the position in which they were assigned or refuses to use such certification, they no longer possess the qualifications for the position in which they are assigned; In this event, the employee shall be considered to have voluntarily resigned from employment.

SECTION 2. The Public Safety Director, with approval of the Town Manager may extend time for an employee to obtain certification.


Town


Union

Article 28: Personnel Records

SECTION 1. The parties agree that all official personnel records will be kept confidential to the extent provided by law.

SECTION 2. No discipline will be placed in an employee's official file without the employee's knowledge.

Article 29: Shift Exchange

SECTION 1.

All shift exchanges must meet the following criteria:

- A. Compliance with the Fair Labor Standards Act (FLSA).
- B. Approval in advance by the Public Safety Director or his designee.
- C. Requested in 8-hour, 16-hour or 24-hour increments only.
- D. Exchange made with an employee of equal rank and certification. Any exception must be approved by the Director.

SECTION 2.

In the event either employee does not fulfill his or her shift exchange agreement, that employee shall be responsible for any costs incurred by the Town. If the employee leaves employment, the Town may withhold any such costs from any final compensation.

If an employee calls in for sick leave on the exchange date, he/she may be required to submit a doctor's slip at the discretion of the Director.

If mandatory training is scheduled on the requested shift exchange date, the employee must make up the training on his/her own time, or the exchange will not be approved.

Once the shift exchange has been approved by the Public Safety Director or his designee, the employee filling the shift is considered temporarily assigned to that shift and becomes responsible for that shift.

An employee who agrees to work for another employee under a shift exchange agreement shall be subject to discipline if he/she fails to work the assigned time. The discipline shall be just cause on the basis as anyone who fails to report as scheduled.

Article 30: Drug Testing

SECTION 1. The purpose of this Article is to:

- A. Promote the goal of a drug-free workplace through fair and reasonable drug testing methods for protection of employees covered by this Agreement and the Town.
- B. Provide employees who have drug use problems with an opportunity to participate in an employee assistance program or an alcohol and drug rehabilitation program.
- C. Provide for confidentiality of testing results.

SECTION 2. This Section provides definitions of terms applicable to this Article, as follows:

- A. "Drug" means alcohol, including distilled spirits, wine, malt beverages, and intoxicating liquors; amphetamines; cannabinoids; cocaine; phencyclidine (PCP); hallucinogens; methqualone; opiates; barbiturates; benzodiazepines, synthetic narcotics; designer drugs; or a metabolite of any of the substances listed herein.
- B. "Drug test" or "test" means any chemical, biological or physical instrumental analysis administered for the purpose of determining the presence or absence of a drug or its metabolites.
- C. "Initial drug test" means a sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens. All initial tests shall use an immunoassay procedure or an equivalent.
- D. "Confirmation test," "confirmed test," or "confirmed drug test" means a second testing procedure used to identify the presence of a specific drug or metabolite in a specimen. The confirmation test must be different in scientific principle from that of the initial test procedure. This confirmation method must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.
- E. "Chain of custody" refers to the methodology of tracking specified materials or substances for the purpose of maintaining control and accountability from initial collection to final disposition for all such materials or substances and providing for accountability at each stage in handling, testing, storing specimens, and reporting of test results.
- F. "Employee" means any person who works for salary, wages or other remuneration for the Town and is covered by this Collective Bargaining Agreement.
- G. The "Town" means the Town of Indian River Shores.

- H. "Prescription or nonprescription medication" means a drug or medication obtained pursuant to a prescription as defined by Florida Statute Section 893.02 or a medication that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments or injuries.

- I. "Reasonable suspicion drug testing" means drug testing based on a belief that an employee is using or has used drugs in violation of this Article policy drawn from specific objectives and articulable facts and reasonable inferences drawn from those facts in light of experience. Reasonable suspicion drug testing shall not be required except upon the recommendation of a supervisor who is at least one level of supervision higher than the immediate supervisor of the employee in question and/or the Town Manager. The factors giving rise to the reasonable suspicion drug test shall be documented in writing. Prior to testing, the employee shall have the right to confer with his/her representative or attorney; provided, however, that such consultation shall not unreasonably hinder or delay the administration of the test. Among other things, such facts and inferences may be based upon:
 - 1. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug;
 - 2. Abnormal conduct or erratic behavior while at work and a significant deterioration in work performance;
 - 3. A report of drug use, provided by a reliable and credible source, which has been independently corroborated;
 - 4. Evidence that an individual has tampered with a drug test during his or her employment with the Town;
 - 5. Reliable information that an employee has caused, or contributed to, an accident while at work; or
 - 6. Evidence that an employee has used, possessed, sold, solicited or transferred drugs outside of his or her job-related responsibilities.

- J. "Specimen" means blood or urine of the human body capable of revealing the presence of drugs or their metabolites.

- K. "Employee assistance program" means an established program for employee assessment, counseling, and possible referral to an alcohol and drug rehabilitation program.

- L. "Safety-sensitive position" means any position, including a supervisory position covered by this Agreement, in which a drug impairment would constitute an immediate and direct threat to public health or safety.

- M. "Special risk" means employees who are required as a condition of employment to be certified under Florida Statute Chapter 633 or Chapter 943.

SECTION 3. Prior to testing all employees shall be given a written policy statement from the Town which contains:

- A. A general statement of the Town's policy on employee drug use, which shall identify:
 - 1. The types of testing an employee may be required to submit to, including reasonable suspicion or other basis.
 - 2. The actions the Town may take against an employee on the basis of a positive confirmed drug test result.
- B. A statement advising the employee of the existence of this Section.
- C. A general statement concerning confidentiality.
- D. Procedures for employees to confidentially report the use of prescription or non-prescription medications both before and after being tested.
- E. The consequences of refusing to submit to a drug test.
- F. The name, address and telephone numbers of the Town's employee assistance program administrator.
- G. A statement that an employee who receives a positive confirmed drug test result may contest or explain the result to the Town within five (5) working days after written notification of the positive test result.
- H. A list of all drugs for which the Town will test, described by brand names or common names, as applicable, as well as by chemical names.
- I. A statement notifying employees of their right to consult the testing laboratory for technical information regarding prescription and non-prescription medication.
- J. The Town shall include notice of drug testing on vacancy announcements for those positions where drug testing is required. A notice of this Town's drug testing policy shall also be posted in an appropriate and conspicuous location on the Town's premises, and copies of the policy shall be made available for inspection by the general public during regular business hours in the Town's Human Resources Department or other suitable locations.

SECTION 4. The Town may conduct the following types of tests for employees covered by this Agreement:

- A. Reasonable suspicion - the Town may require an employee to submit to reasonable suspicion drug testing.
- B. Routine fitness for duty - The Town may require an employee to submit to a drug test if the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is part of the Town's established policy or that is scheduled routinely for all members of an employment classification or group.

- C. Follow-up testing - If the employee in the course of employment enters an employee assistance program for drug-related problems, or an alcohol and drug rehabilitation program, the Town may require said employee to submit to drug tests as a follow up to such program for up to two (2) years thereafter.

- D. Post-accident testing - An employee who is operating a Town-owned vehicle involved in an accident, or who has an on-the-job injury requiring medical treatment, shall be given a drug test as soon as practicable after the accident and/or on-the-job injury, unless it is determined that the employee did not cause or contribute to the accident or injury. Employees who are subject to this post-accident testing shall remain readily available for the test or may be deemed to have refused the tests. Employees shall not be prohibited from leaving the scene of the accident for the period of time necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care. The results of alcohol or controlled substance tests administered by Federal, State or local officials having independent authority for the test may be used to satisfy this Section, provided the tests comply with the applicable Federal, State or local requirements and the results of the test are obtained by the Town.

- E. Random testing - The selection for the random testing shall be made using a computer-based program that will randomly select employees from the Town's authorized employee list. No employee will be randomly tested more than two (2) times in the same calendar year. The Town shall notify the supervisor of each employee selected for random testing. The supervisor shall be responsible for seeing that the employee is immediately sent or taken to the test site.

SECTION 5. All specimen collection and testing for drugs under this Section shall be performed in accordance with the following procedures:

- A. A sample shall be collected with due regard to the privacy of the individual providing the sample, and in a manner reasonably calculated to prevent substitution or contamination of the sample.

- B. Specimen collection shall be documented, and the documentation procedures shall include:
 - 1. Labeling of specimen containers so as to reasonably preclude the likelihood of erroneous identification of test results.
 - 2. A form for the employee to provide any information he or she considers relevant to the test, including identification of currently or recently used prescription or non-prescription medication, or other relevant medical information. Such form shall provide notice of the most common medications by brand name or common name, as applicable, as well as by chemical name, which may alter or affect a drug test. The providing of information shall not preclude the administration of the drug test, but shall be taken into account in interpreting any positive confirmed results.

- C. Specimen collection, storage, and transportation to the testing site shall be performed in a manner which will reasonably preclude specimen contamination or adulteration. The employee shall be allowed to be present, upon request, to inspect the specimen container, and to observe the labeling and sealing of the container.
- D. Each initial and confirmation test conducted under this Section, not including the taking or collecting of a specimen to be tested, shall be conducted by a licensed laboratory .
- E. A specimen for a drug test may be taken or collected by any of the following persons:
 - 1. A physician, a physician's assistant, a registered professional nurse, a licensed practical nurse, a nurse practitioner.
 - 2. A qualified person employed by a licensed laboratory.
- F. A person who collects or takes a specimen for a drug test conducted pursuant to this Section shall collect an amount sufficient for three (3) drug tests as determined by the Department of Health and Rehabilitative Services.
- G. Any drug test conducted or requested by the Town may occur before, during, or immediately after the regular work period of the employee, and shall be deemed to be performed during work time for the purposes of determining compensation and benefits for the employee.
- H. Every specimen that produces a positive confirmed result shall be preserved by the licensed laboratory that conducts the confirmation test for a period of at least 210 days from the time the results of the positive test are mailed or otherwise delivered to the Town. However, if an employee undertakes an administrative or legal challenge to the test result, the employee shall notify the laboratory and the sample shall be retained by the laboratory until the case or administrative appeal is settled. During the 189-day period after written notification of a positive test result, the employee who has provided the specimen shall be permitted by the Town to have a portion of the specimen retested, at the employee's expense, at another laboratory, licensed and approved by the Department of Health and Rehabilitative Services, chosen by the employee. The second laboratory must test at equal or greater sensitivity for the drug in question as the first laboratory. The first laboratory which performed the test for the Town shall be responsible for the transfer of the portion of the specimen to be retested, and for the integrity of the chain of custody during such transfer.
- I. Within five (5) working days after receipt of a positive confirmed test result from the Medical Review Officer (MRO), the Town shall inform the employee in writing of such positive test result, the consequences of such results, and the options available to the employee.

- J. The Town shall provide to the employee a copy of positive test results.
- K. Within five (5) working days after receiving notice of a positive confirmed test result, the employee may submit information to the Town explaining or contesting the test results, and why the results do not constitute a violation of the Town's policy.
- L. An employee in a safety-sensitive position shall be placed by the Town in a non-safety-sensitive position, or if such position is unavailable, on leave status while participating in an employee assistance program or an alcohol and drug rehabilitation program. If placed on leave status without pay, the employee shall be permitted to use any accumulated leave credits prior to being placed on leave without pay.
- M. A special risk employee may be discharged or disciplined for the first positive confirmed drug test when illicit drugs, pursuant to Florida Statute Chapter 893.13, are confirmed. No special risk employee shall be permitted to continue to work in a safety-sensitive position, but may be placed, either in a non-safety-sensitive position or on leave status while participating in an employee assistance program or an alcohol and drug rehabilitation program.
- N. Upon successful completion of an employee assistance program or an alcohol and drug rehabilitation program, the employee may, at management's discretion, be reinstated to the same or equivalent position that was held prior to such rehabilitation, if available.
- O. The Town shall pay the cost of all drug tests, initial and confirmation which it requires of employees. An employee shall pay the costs of any additional drug tests not required by the Town.
- P. The Town shall not discharge, discipline, or discriminate against an employee solely upon voluntarily seeking treatment, while under the employ of the Town, for a drug-related problem if the employee has not previously tested positive for drug use, entered an employee assistance program for drug-related problems, or entered an alcohol and drug rehabilitation program. However, employees may be subject to discharge or disciplinary action based upon a positive confirmed test result for illegal drugs or alcohol.
- Q. Where testing is conducted based on reasonable suspicion, the Town shall promptly detail in writing the circumstances which formed the basis of the determination that reasonable suspicion existed to warrant the testing. A copy of this documentation shall be given to the employee and the original documentation shall be kept confidential by the Town.
- R. If an employee is unable to participate in outpatient rehabilitation, the employee may be placed on leave status while participating in an employee assistance program or an alcohol and drug rehabilitation program. If placed on leave-without-pay status, the employee shall be permitted to use any accumulated leave credits prior to being placed on leave without pay. Upon successful completion of an employee assistance program or an alcohol and drug rehabilitation program, the employee may, at management's

discretion be reinstated to the same or equivalent position that was held prior to such rehabilitation, if available.

- S. All positive initial tests shall be continued using gas chromatography/ mass spectrometry (GC/MS) or an equivalent or more accurate scientifically accepted method.

SECTION 6.

- A. No employee whose drug test result is confirmed as positive in accordance with the provisions of this Section shall, by virtue of the result alone, be defined as a person with a "handicap" as under the 1973 Rehabilitation Act, or as a person with a "disability" under the Americans with Disabilities Act.
- B. The positive test result for, as well as the possession, use, sale, or solicitation of, illegal or illicit drugs, including nolo contendere or guilty pleas, or convictions for drug-related offenses, may result in disciplinary action up to and including termination from employment.
- C. All information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received by the Town through drug testing or a drug testing program are confidential communications to the extent allowable by law.
- D. The Town, laboratories, employee assistance programs, drug and alcohol rehabilitation programs, and their agents who receive or have access to information concerning drug test results shall keep all information confidential to the extent allowable by law. Release of such information under any other circumstances shall be solely pursuant to a written consent form signed voluntarily by the person tested, except where such release is compelled by a hearing officer or a court of competent jurisdiction pursuant to an appeal taken under this Section, or necessary for the Town's defense, or the employee's/Teamster's prosecution of any action brought by the employee or the Teamsters relating to the drug test or discipline imposed as a result thereof.
- E. No laboratory may analyze initial or confirmation drug specimens unless the laboratory is licensed and approved by the Department of Health and Rehabilitative Services.
- F. The laboratory will test for the drugs, and use the drug cutoff levels, set forth in the Florida Administrative Code Rule 59A-24.006, as may be amended. Other drugs and substances listed in Schedule I through V of Section 202 of the Controlled Substance Act, 21 U.S.C.812, as may be amended, may be tested for on behalf of the Town using testing levels which accord with generally accepted toxicology standards.

SECTION 7.

Nothing written in this Article obligates the Town to pay for any of the costs of any employee assistance plan or alcohol or drug treatment or rehabilitation program.

Article 31: Retirement Plan

SECTION 1. Defined Benefit Plan

The Town agrees to continue to offer the Defined Benefit plan as implemented on May 1, 1999 and as amended through June 16, 2016.

- A. Employees hired prior to September 30, 2012 have an average final compensation multiplier of 2.75. Employees hired after September 30, 2012 will have an average final compensation multiplier of 2.00.

- B. Employee Contributions are:
 - 1. The maximum employee's contribution is 9% of salary.
 - 2. The minimum employee's contribution is 5% of salary.

SECTION 2. Chapter 175/185 Funds

The Town and its employees mutually consent to continue to participate in the Firefighter's Pension Trust Fund, Chapter 175 and the Florida Police Officer's Retirement Trust Fund, Chapter 185 plan as a supplement to the Town's Defined Benefit plan as outlined in Florida Statutes 175 and 185 and the Plan Document.

Annual distribution of monies received from the State will continue to be placed in the Fund as outlined in Article 4 of the Basic Plan Document and shall be commingled for investment purposes with other assets of the Town's retirement pension funds with separate accounting maintained. Each officer who is a participant shall be entitled to one share for each year of credited service as outlined in the Plan Document.

SECTION 3. Overtime Calculation

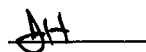
The Town will include not more than 300 hours of overtime per year when determining the final calculation for retirement benefits.


SECTION 4. DROP Provision

Officers may participate in a 5-year maximum DROP period, whereby contributions towards pensionable retirement cease and service credit towards the retirement benefit is calculated at the time the DROP period begins. Full provisions are state in the Plan Document.

SECTION 5. PLOP Provision

A PLOP provision is offered to employees who desire a Partial Lump Sum Option Payment. The maximum 20% allowable PLOP decreases the monthly retirement payment as described in the Plan Document. This option is not offered to employees who have elected to participate in the DROP provision.


Town


Union

SECTION 6. Normal Retirement Date

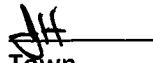
“Normal Retirement Date” shall mean the first day of the month coincidental with or next following the attainment of age Fifty (50) and Seven (7) years of service.

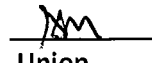
SECTION 7. In-Service Distribution

Both parties have agreed to add a provision in the plan document to include “In-Service Distributions” only under a limited set of circumstances as stated in the Plan Document.

SECTION 8. Retirement Plan Improvements

During the term of this agreement, the Town and the Union mutually agree to meet and discuss retirement benefits or provisions contained in the Retirement Plan consistent with recommendations of the Pension Board based on required statutory changes.


Town


Union

Article 32: Conflicts of Interest and Outside Activities

SECTION 1. On the effective date of this Agreement, any employee who is performing outside employment shall notify the Town of such employment.

SECTION 2. If an employee anticipates accepting outside employment, the employee shall seek approval from the Town for such outside employment prior to the date of employment and verify that such employment does not conflict with the employee's employment with the Town or with applicable laws or rules. If denied, the Director will provide the employee with a written explanation.

SECTION 3. The Town may make reasonable inquiries of the employee to ensure that the employee's employment outside does not constitute a conflict of interest or interfere with the employee's primary duties.

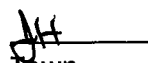
Article 33: Seniority

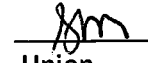
SECTION 1. Definition

For the purpose of this Agreement, "seniority" shall be defined as the continuous service in the job classification: provided, however, that an employee shall be considered to have a break in service when the employee separates, for at least thirty-one (31) calendar days following the separation except for, authorized leave without pay, military leave, or return to duty by a civil service board, arbitrator or other legal authority.

SECTION 2. Seniority Application

Vacations shall be scheduled with due regard for the staffing needs of the agency, seniority and bargaining unit employee preference. The Town and the Teamsters understand that there may be times when the needs of the agency will not permit such scheduling.


Town


Union

Article 34: Layoffs

SECTION 1. In the event of a reduction in force, layoffs will be determined based on the date of hire in the public safety officer classification within the agency or date of transfer to the public safety officer classification within the agency. If seniority based on the date of hire or the date of transfer to the public safety officer job classification within the agency is equal, then consideration will be given to sustained disciplinary actions. A sergeant in the Union who is subject to a reduction in force will be allowed to “bump down” to a public safety officer position assuming the sergeant has more total service with the Indian River Shores Public Safety Department than the most senior public safety officer not otherwise affected by a reduction in force. If a “bump down” occurs due to a reduction in force, the employee will receive the top of the pay grade to which they have been reduced as outlined in Article 6.

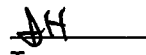
SECTION 2. Recall will be in reverse order of layoffs. No new bargaining unit employees will be hired by the Town until all laid off members of the bargaining unit are offered recall. Additionally, the Town will not promote any new sergeants until all sergeants that were “bumped down” are offered to have their rank restored. Recalled employees shall have their prior salaries restored and also shall receive service credit in the Town’s Defined Benefit Plan. However, nothing herein shall require the Town to make financial contributions to the Town’s Defined Benefit Plan for any time period during which the bargaining unit member was subject to layoff, unless it was determined by a court of competent jurisdiction, arbitrator or mutually agreed that the employee was laid off in violation of agency policy or the provisions of this agreement.

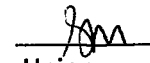
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Article 35: Maternity Leave


SECTION 1. Maternity leave shall be addressed consistent with applicable Federal and State laws.



Town


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Article 36: Correspondence

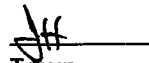
SECTION 1. Unless otherwise specifically provided in this Agreement, correspondence from the Teamsters to the Town for Union related business shall be directed to the Town Manager with a copy to the Public Safety Director, and correspondence from the Town to the Teamsters for Union related business, shall be directed to the Teamsters Representative.


Town


Union

Article 37: Duration

This Agreement shall be in full force and effect from July 1, 2026 through June 30, 2029.


Town


Union

IN WITNESS WHEREOF, the parties hereto by their duly authorized representative have set their hands and seals.

Town of Indian River Shores:

Brian T. Foley - Town Mayor

Date

James Harpring, JD - Town Manager

Date

Public Safety Officers Bargaining Unit / Teamsters Local Union No. 769, affiliated with the International Brotherhood of Teamsters:

Steve Myers
Secretary-Treasurer/Business Representative

Date



THE TOWN OF INDIAN RIVER SHORES

AGENDA ITEM

TO: Town Council
 FROM: James Harpring, Town Manager
 DATE: June 11, 2026
 SUBJECT: Approval of Ambulance Order Change and EMS Equipment Purchase

BACKGROUND:

At the November 20, 2025 meeting, Town Council approved the re-chassis of an existing ambulance at a cost of \$327,702.00, following the fire that irreparably damaged a recently purchased unit. Since then, the Public Safety Department has continued to evaluate alternatives and identified a more cost-effective approach.

The Department's current transport units have some of the largest patient compartments on the market at the time the vehicles were manufactured. Vehicles with a smaller compartment size are more appropriate for use in the Town due to substantial tree coverage and narrow roads. A smaller sized unit will enhance accessibility, have a full factory warranty, and avoid placing a remounted body on a used chassis. It also has all required operational features. The unit is available through the Florida Sheriffs Association contract (FSA25-VEF19.0) for \$201,636.00. This is competitively procured and available to governmental entities.

Staff is replacing the fire-damaged Stryker Power-Load system with a new Stryker MTS Power-Load and six-year ProCare service program for \$45,064.94, through the Sourcewell cooperative contract 041823-STY. This is competitively procured and available to governmental entities

RECOMMENDATION:

Rescind the prior approval of the re-chassis and approve the purchase of a new ambulance through the Florida Sheriffs Association contract FSA25-VEF19.0 for \$201,636.00 and a Stryker MTS Power-Load with six-year ProCare service program through Sourcewell contract 041823-STY for \$45,064.94, with the existing unit to be surplus and sold via auction following delivery.

ATTACHMENTS:

1. Equipment Proposal – Ten-8 fire & Safety
2. Stryker Proposal for Power Load and Maintenance and extended warranty



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Providing a high level of personal service with integrity and professionalism to ensure an unparalleled quality of life.



Equipment Proposal

Proposal # 2

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: June 4, 2026 ("Proposal Date")

Customer: Indian River Shores Dept. of Public Safety ("Customer")

Customer Address: 6001 North A1A, Indian River Shores, FL 32963

Qty	Product Description & Options	Price
1	<p>Crestline CCL 166 E450 4x2 Red</p> <p>*delivery included, installation of Customer Supplied Powerload and Medvault included</p> <p>Per FSA25-VEF 19.0 Item #289</p>	\$201,636.00
<p>**Commercial chassis price is an estimate; final price is net price charged by the chassis manufacturer.</p>		<p>Total: \$201,636.00</p>

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately **10** (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

Other: Contingent on chassis receipt

Unless accepted within **35** days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: Indian River Shores Dept. of Public Safety

Ten-8 Fire & Safety, LLC

By: _____

By: 

Title: _____

Title: **Authorized Sales Representative**

Print: _____

Print: **Jason Adair**

Date: _____

Date: **6/4/2026**

PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the “Agreement”) are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company (“Company”) and Customer (as defined in Ten-8 Fire & Safety LLC’s Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a “party” or collectively as the “parties.”

1. Definitions.

- a. **“Acceptance”** has the same meaning set forth in Company’s Equipment Proposal.
- b. **“Company’s Equipment Proposal”** means the Equipment Proposal provided by Company and prepared in response to Customer’s request for proposal for a fire apparatus, associated equipment or an ambulance.
- c. **“Cooperative Purchasing Contract”** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government (“Public Authority”), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer’s equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a “piggyback arrangement,” which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. **“Delivery”** means when Company delivers physical possession of the Product to Customer.
- e. **“Manufacturer”** means the Manufacturer of any Product.
- f. **“Prepayment Discount”** means the prepayment discounts, if any, specified in Company’s Equipment Proposal.
- g. **“Product”** means the fire apparatus and any associated equipment, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. **“Purchase Price”** means the Total price set forth in the Quotation, adjusted for the final net price for the chassis charged by the original equipment manufacturer set forth in the final invoice submitted to the Company by the manufacturer. Additionally, if transportation charges are included in the Purchase Price, any changes in transportation charges shall be borne by Customer. Unless otherwise stated herein, Company shall not be responsible for switching, handling, loading, sorting, storage, demurrage, or any other transportation or peripheral charges. If any tax, public charge, tariff, duty, or increase in such taxes or tariffs, is now, or shall be, assessed, levied, or imposed upon, or with respect to the sale of Product by Company or the Manufacturer to Customer or upon any sale, delivery, or other action taken under any validly accepted order for Product, or upon the export or import of such Product by Company or Manufacturer, or if any change shall be made in the custom house or railway classification of such Product or in existing freight rates applicable thereto, the burden of such charge or change shall be borne by the Customer.
- i. **“Purchasing Terms and Conditions”** means these Purchasing Terms and Conditions; however, if the Company’s Equipment Proposal or the Customer’s related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, “Purchasing Terms and Conditions” shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- j. **“Specifications”** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company’s Equipment Proposal and its Exhibit A (Proposal Option List or for ambulance sales, the Quotation, or Order Form, as applicable), prepared in response to Customer’s request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company’s sale of the Product to Customer.

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company’s Equipment Proposal (“Effective Date”) and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the

extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.
6. Cancellation/Termination.
 - a. Fire Equipment and Apparatus Sales. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.
 - b. Ambulance Sales. This Section 6 for Cancellation/Termination does not apply to Ambulance Sales. An order for an ambulance cannot be cancelled or terminated once Company receives and processes Customer's Acceptance of Company's Equipment Proposal.
7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.
8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.
 - a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.
9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.

10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.
11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.
12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.
13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (h) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.



Powerload Budget Quote 06042026

Quote Number: 11319855

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1
Prepared For: INDIAN RIVER SHORES FIRE RESCUE
Attn:

Division: Medical
Rep: Michael Barno
Email: michael.barno@stryker.com
Phone Number:

Quote Date: 06/10/2026
Expiration Date: 09/08/2026
Contract Start: 06/04/2026
Contract End: 06/03/2027

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	INDIAN RIVER SHORES FIRE RESCUE	Name:	INDIAN RIVER SHORES FIRE RESCUE	Name:	INDIAN RIVER SHORES FIRE RESCUE
Account #:	20014337	Account #:	20014337	Account #:	20014337
Address:	6001 HWY A1A INDIAN RIVER SHORES Florida 32963-1014	Address:	6001 HWY A1A INDIAN RIVER SHORES Florida 32963-1014	Address:	6001 HWY A1A INDIAN RIVER SHORES Florida 32963-1014

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	639005550003	MTS PWLD EXCLUDES FLOOR PLATE	1	\$32,177.92	\$32,177.92
Equipment Total:					\$32,177.92

ProCare Products:

#	Product	Description	Months	Qty	Sell Price	Total
2.1	POWERLOAD-PROCARE	Power Load for MTS PWLD EXCLUDES FLOOR PLATE 06/04/2026 - 06/03/2032 Parts, Labor, Travel Preventative Maintenance Batteries Service	72	1	\$2,080.80	\$12,484.80
ProCare Total:						\$12,484.80

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Shipping and Handling:	\$402.22
Grand Total:	\$45,064.94

Comments:



Powerload Budget Quote 06042026

Quote Number: 11319855

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1
Prepared For: INDIAN RIVER SHORES FIRE RESCUE
Attn:

Division: Medical
Rep: Michael Barno
Email: michael.barno@stryker.com
Phone Number:

Quote Date: 06/10/2026
Expiration Date: 09/08/2026
Contract Start: 06/04/2026
Contract End: 06/03/2027

Participating Sourcewell Agency
(Account # 138981)
Pricing reflects contract 041823-STY or better.

Prices: In effect for 30 days

Terms: Net 30 Days

Shipping & Handling Includes:

Standard freight, special packaging, semi rigging cranes, labor & delivery of equipment to final location, removal of all packaging, pre-delivery site check, education/training

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.



AGENDA ITEM

TO: Town Council
 FROM: James Harpring, Town Manager
 DATE: June 16, 2026
 SUBJECT: Award of ITB 26-02 Building Addition

BACKGROUND:

The Town solicited competitive bids for the Building Department Addition under ITB 26-02. The bid documents were issued on May 15, 2026. A mandatory pre-submittal conference took place on May 21, 2026. Bids were opened on June 15, 2026. Per the Town purchasing policy and section 255.20, Florida Statutes and section 287.057, Florida Statutes, the contract shall be awarded to the responsible and responsive vendor who submits the lowest responsive bid.

Three bids were received:

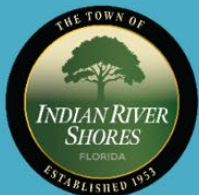
Vendor	Total
De La Hoz	\$678,362.00
Summit Construction of Vero Beach, LLC	\$824,450.00
Island Harbor Custom Builders	\$880,000.00

RECOMMENDATION:

Award ITB 26-02 to De La Hoz the lowest responsive and responsible bidder, in the amount of \$678,362.00 and authorize the Town Manager to execute the contract documents.

ATTACHMENTS:

Bid Tabulation Sheet; Bid Proposal De La Hoz.





ORIGINAL

258 Del Monte Rd
Sebastian, FL 32958

THE TOWN OF INDIAN RIVER SHORES

6001 Highway A1A
Indian River Shores, FL 32963

ITB 26-02

Building Department Addition

BID DUE DATE: 06-15-2026
TIME: 2:00 PM



ADDITIONAL REMARKS SCHEDULE

AGENCY Bowen, Miclette & Britt of Florida, LLC		NAMED INSURED De La Hoz Builders, Inc. 400 Gus Hipp Dr. Rockledge FL 32955	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

parties listed in said contract, including the Certificate Holder.

The General Liability, certified herein are primary and non-contributory to other insurance available, but only to the extent required by written contract.

COVER LETTER

To: Selection Committee of Town of Indian River Shores:

Please accept our proposal for the construction of the Building Department Addition at the Indian River Shores City Hall.

We are the recognized construction organization to satisfy all requirements for a successful project. Your organization is innovative and we believe that our company is able to team up with you, to fulfill and complete all required tendering process.

We have been in business for over 19 years performing commercial work and for the past 8 years we performed Federal construction projects at Cape Canaveral Space Force Station, Patrick Space Force Base, and Ascension Island. Among other projects that we have performed, we could point some of our completed similar projects to this one:

- FA2521-19-C-0002 (Repair Fire Station) – Contract value \$3,2 million – Scope: Interior renovation and building addition including replacing or upgrading HVAC, Electrical, Plumbing, Fire Suppression system, along with structural modifications and repairs.
- FA2521-20-C-0006 (Repair Runway Surface, Phase IV) – Contract value \$3 million – Scope: Mill and overlay repairs of three pavements sections, over 26,000 LF of overbanding asphalt coat, and reapplying marking to the affected areas.
- FP 003-15 & FP 002-16 (Boys & Girls Club Commercial Renovation) – Contract value \$0.5 million - Scope: Commercial renovation: Re-roof, Windows, Interior Build-Out, Plumbing, Electrical, Interior and Exterior paint
- RFP 23-05 Indian River Shores - Public Safety Building Upgrades - Contract value \$1,3 million - Scope: Commercial interior and exterior renovation: Re-roof, Commercial kitchen installation, Metal Canopy installation, Bullet proofing front entry access.
- Continuously Residential and Commercial renovation projects with Indian River County, St Lucie County, City of Ft Pierce, City of Melbourne, City of Palm Bay, Housing Authority Brevard County and Housing Authority City of Ft Pierce – Accumulated contract value \$5 mill - Scope: New housing construction, interior and exterior remodeling projects.

The enclosed bid includes everything you need to chose De La Hoz Builders, Inc as your construction partner. I look forward to reviewing it with you anytime soon.

Regards,



Hilda De La Hoz

President

De La Hoz Builders, Inc.

TAB A - QUALIFICATIONS AND EXPERIENCE

• COMPANY QUALIFICATIONS

De La Hoz Builders, Inc has been working with governments and corporations to create unique, functional, and environmentally sustainable construction solutions.

We work with a strong team of trusted subcontractors to ensure your building project is not just beautiful and useful, but good for people and the environment.

All our team members and tradespeople are fully qualified, certified, licensed, insured, and bonded. Your project will be executed with the highest standards of professional conduct.

We count with the following Licensing and Certifications:

General Contractor License : CGC1514151
Mold Assesor License: MRSA1756
Mold Remediator License: MRSR2214
Home Inspector License: HI4397
Certified Green Professional (Green Builders)
Lead Based Paint Renovators
ASHE Healthcare Construction Certified contractor

De La Hoz Builders, Inc. will comply with the Insurance requirements for the Town. Please see attached proof of Liability Insurance, Workers Compensation Insurance, Umbrella Insurance, Commercial Auto Insurance or any other document required for this project.

De La Hoz Builders, Inc. is current in its obligations and is not otherwise in default of any City, County or Federal Government contract.

De La Hoz Builders, Inc. is currently not listed on the State of Florida's Convicted or Suspended or Discriminatory Vendor List. We verify with the website:

http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

• PAST EXPERIENCE

Please see attached list of completed projects similar in magnitude to this RFP, including the name of the project, location, type and value, and project contact information.



DE LA HOZ BUILDERS, INC. – VARIOUS PAST / RECENT COMMERCIAL / LOCAL GOVERNMENT PROJECTS

Name of Project	Date Completed	Owner	Contact Person: Name/ Email Address/Phone	Original Contract Amount	Final Contract Amount
Jackie Robinson Training Complex renovation Ticket office	Jan / 2023	Indian River County	Michael Heller (772) 226-1585 mheller@ircgov.com	\$413,790.34	\$413,790.34
FA2521-18-C-0014 Repair Damage Building 992 - Patrick AFB, FL	Dec / 2018	Patrick Air Force Base Canaveral, FL	Sandy Seman (321) 494-9955 sandra.seman@us.af.mil	\$186,178.00	\$186,178.00
RFP 23-05 Town of Indian River Shores Public Safety Building Upgrades	Nov / 2025	Town of Indian River Shores	Tad Stone (772) 231-2451 tstone@irspsd.org	\$1,088,882.00	\$1,306,538.00
BID # 2024031 Fran Adams Park new Restroom Facility	Dec / 2025	Indian River County Parks & Recreation Department	Chris Steinhilber (772) 365-1288 csteinhilber@indianriver.gov	\$559,241.00	\$537,381.00
Several Locations	2015 thru 2026	St Lucie County SHIP/CDBG/HMLP Program	Ty Diamond (772) 462-5103 diamondt@stlucieco.org	\$511,507.00	\$511,507.00
Several Locations	2015 thru 2026	Indian River County SHIP/CDBG Program	Jey Valentin (772) 226-1870 ship@indianriver.gov	\$1,730,070.00	\$1,730,070.00

DE LA HOZ BUILDERS, INC. – VARIOUS PAST/RECENT FEDERAL PROJECTS

Contract Number	Project Title / Location	Contract Amount	Scope of Work	Point of Contact	Completion Date
FA2521-20-D-0003	IDIQ SATOC For General Construction & Design/Build, Ascension	\$4M	Provide labor, equipment, and materials for new construction, renovations, and repairs/upgrades including interior/exterior finishes, electrical systems, mechanical systems, plumbing, utilities, fire suppression, roofing, structural, site preparation, earthwork, grading, excavation, stormwater management, & erosion control.	Timothy Johnson (321) 494-5451 timothy.johnson@spaceforce.mil	Various Completion Dates; Some In Progress
FA2521-21-C-0044	Repurpose Room 210, Facility 85125, CCSFS, FL	\$985K	Provide labor, material, and equipment to perform architectural/interior modifications to Room 210; including but not limited to framing/drywall, ceilings, flooring, painting, mechanical, fire protection, and electrical upgrades.	Ray Scott (321) 494-6705 ray.scott.4@us.af.mil	Oct 2023
FA2521-22-D-0006	HVAC IDIQ For Cape Canaveral SFS, Patrick SFB, & Annexes	\$4M	Provide labor, equipment, and materials to perform various projects for the installation of HVAC; including AC units, both direct expansion & chilled water, VAVs, and heating equipment.	Rosie Serrano (321) 494-5231 rosita.serrano.1@spaceforce.mil	Various Completion Dates; Some In Progress
FA2521-22-C-0023	Repair Cable & Splices In Feeder From North Substation, CCSFS, FL	\$2.2M	Provide labor, equipment, and materials to replace 15 KV feeder. Includes the installation of 10 new sectionalizing terminal cabinets along the feeder route to allow for troubleshooting; approximately 44 manholes and 20,000 LF.	Timothy Johnson (321) 494-5451 timothy.johnson@spaceforce.mil	Jul 2024

● **PERSONNEL QUALIFICATIONS AND RESUMES**

De La Hoz Builders, Inc. has the capability of perform all kind of construction projects with our own manpower ability and our own tools and machinery. We count on employees with the knowledge and experience to perform everything related to demolition, framing, carpentry, flooring, drywall, stucco, and painting jobs. Due to our dedicated and quality control of our job, we prefer to minimize the subcontracted labor needed in any job that we do.

Our Key Personnel:

- Jose De La Hoz - Owner and General Construction Manager - 30 years of experience in construction
- Hilda De La Hoz -Owners and Chief Executive and Operating Officer - 25 years of experience in Construction business
- Cristian De La Hoz - Construction Superintendent - 2 years of experience in Construction business.

Please see attached Resumes.

● **SUBCONTRACTORS LIST**

TRADE	SUBCONTRACTOR	LICENSE
ROOFING	Florida Top Shield Roofing, Inc.	CCC1331651
PLUMBING	Southern Plumbing, Inc.	RF0067100
ELECTRIC	Eau Gallie Electric, Inc.	EC13003441
MECHANICAL	GMS Air Conditioning, LLC	CAC1817857
ACOUSTICAL CEILING	A1 - Acoustical Ceiling	
SITWORK	Florida Site Contracting	CUC1225021
PAINT	Bucio Painting, Inc.	

● **FINANCIAL INFORMATION**

De La Hoz Builders, Inc. has been a company firmly established in 2007, that complies with all the contracts assigned to us in a timely manner within the budget assigned. We have been building our name based on a good reputation, hardworking, excellent quality, and completion of our jobs up to customer satisfaction. We haven't left any job that we started without closing it or without a permit completion.



I will just assure to you that De La Hoz Builders has and will have the financial capability to perform the scope of work that the Town of Indian River Shores requires. Currently, we count on a line of credit available for \$1 million and a Money Market Account with \$3 million cash available at any time that we need. Also, our bonding capacity is ready to use in case we need to fulfill any financial requirement of our projects.

Please see attached audited financial statement for the end of year 2025.

Any additional information, please do not hesitate to contact me directly at (772) 633-5461 or via e-mail at: hilda@delahozbuilders.com

Hilda De La Hoz

President

De La Hoz Builders, Inc.

HILDA DE LA HOZ

258 Del Monte Rd – Sebastian, Fl 32958
Cell (772) 633-5461 Phone (772) 228-9723
E-mail: hildac@hotmail.com

CAREER OBJETIVE:

Financial planning / strategies design for control and improvement of companies' profitability.

SUMMARY OF QUALIFICATIONS:

- Strong knowledge of accounting and financial activities
- Detail-oriented. Organization, analytic, problem solving, and follow-up skills - Experience optimizing companies' resources.

PROFESIONAL EXPERIENCE:

01-2020 – Present: DE LA HOZ BUILDERS, INC. President.

- Responsible for Management and Administration of the Business operations
- Responsible for Marketing & Financial development strategies also long-term decision making

11-2008 – 12/2019: DE LA HOZ BUILDERS, INC. Vice-President.

- Responsible for Accounting, Purchasing, Payroll, Cost Estimating, Bidding, Permitting activities
- Responsible for Government Contracting activities (paperwork, payment requests, reports)

08-2005 – 10-2008: STEVE FIELDS COMPANIES (Home-Builders). Senior Accountant.

- Monthly financial statements. Payroll taxes, payables/receivables, accountant reconciliations.
- Job costing control, budgeting, and cost-to-complete analysis.
- Annual Audits. Federal and State Tax Preparation.

01-2005 - 08-2005: NATIONAL OIL AND GAS DISTRIBUTORS. Accounting Analyst.

- Balancing and reconciliation of GL Accounts. - Daily cash flow control.
- Support to the Controller's activities. - Analysis and report generation of business' activities.

06-2003 – 10-2003: GRANTS TO GO. Financial Analyst. MIAMI, FL

- Development of budget and forecast for clients' business plan that were seeking for loans or government grants.
- General office duties, filing and preparing reports.

05-2002 – 09-2002: SPI INTERNATIONAL S.A. Financial and Administrative Assistant.

- Posting and control of Account Payables and Account receivables.
- Coordinate and prepare reports for accounting department, management and auditors (Financial Statements, Financial summaries, among others)
- Analysis to GL Accounts and Ledgers to generate new ideas and procedures that improve company proficiency.

1999 – 2002: COFINORTE S.A. (Bank) Investment and Special Assets Department. – Manager

1997 – 1998: COFINORTE S.A. (Bank) Planning and Budget Department - Manager

- Financial analysis, ratios analysis, and investments' forecasting.
- Record keeping, follow-up and sales of assets received as foreclosure activities.
- Handling of financial forecasting, general and detailed budgets.

EDUCATION:

- Income Tax Preparation, HR & BLOCK – Nov-2004.
- Bookkeeping and Mortgage Loan Underwriting – MDCC College, Miami Fl - 2003
- Master's Degree in Finance - Universidad del Norte, Barranquilla, Colombia. 1998
- Bachelor's Degree in Systems Engineering Universidad del Norte Barranquilla, Colombia, 1992

Jose A. De La Hoz

258 Del Monte Rd, Sebastian, FL 32958
Cell (772) 360-2711 Home (772) 228-9723

EDUCATION:

- 2001-2003 *Building Construction Technology*. - Indian River Community College - Florida

PROFESIONAL EXPERIENCE:

- 01/2020 – Present: De La Hoz Builders, Inc. Sebastian, FL – *Vice-President*

- Construction supervisor of all construction services contracted
- Scheduling of construction activities including subcontractors trades

- 04/2007 – 12/2019: De La Hoz Builders, Inc. Sebastian, FL - *President*

- Managing and supervising all construction services contracted
- Coordinate with Engineers, Architects, Surveyors and any other entity in order to get building permits

- 08/2005 – 03/2007: Tozzolo Brothers Const. Inc. – Sebastian, FL - *Construction Superintendent*

- Responsible of construction process at each custom house.
- Scheduling subcontractor's activities and material delivery.
- Take off material for each project, oversee all construction performance.
- Order material and verify that completed house is built according with approved drawing.
- Interact and communicate with individuals at all levels of the organization and general public.

- 08/2004 – 08/2005: Holiday Builders - Port Saint Lucie, Florida - *Construction Manager*

- Managing and supervising all constructions phases up to deliver completed houses.
- Manage Front & Back-end of the Job Sites, ensuring quality control is being performed.
- Approve all invoices prior to payment. Prepare weekly project status report to the staff.
- Maintain attention to detail and follow through, schedules with trade partners and subcontractors as required.

- 12/2003 – 08/2004: Levitt & Sons LLC. - Port Saint Lucie, Florida - *Construction Superintendent*

- Scheduling subcontractor's activities to deliver finished houses on time.
- Follow-ups meeting with homeowners to ensure their satisfaction in accordance with the contract.
- Inspect houses after completions of each trade contractual duties, controlling the quality required by the company.
- Experience in structural framing including exterior load bearing 4" & 6" wood walls , headers, sheathing , rafters, joist, decking.

- 11/2002-12/2003: EB developers Inc. - Port Saint Lucie, Florida - *Superintendent*

- Responsible of sub-contractor's schedule.
- Monitoring job sites to comply of all OSHA Regulations.
- Coordinate the pertinent labor needed for the job sites.
- Address All Fall protection risk according with OSHA regulations.

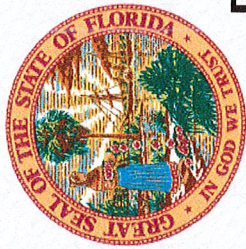
- 10/2000-11/2002: Legendary Constructions - Vero Beach, Florida - *Superintendent-Safety Assistant*

- Responsible for safety issues and OSHA regulation
- Responsible for all labor crews on daily work schedule.
- Inspect job site to analyze and prevent all Types of accidents or risk according with OSHA regulations.
- Experience in form work for structurally reinforce concrete, including placement of steel, reinforcing bars or mesh in monolithic slabs, continuous footings, stem walls , vertical cells, grade beams & tie beams, precast, concrete structures.

- 03/1997-09/2000: Valdes Builders - Tampa, Florida – *Skilled Laborer (Electric, Plumber, Carpenter, etc)*

LANGUAGES

Spanish and English.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DE LA HOZ, JOSE AUGUSTO

DE LA HOZ BUILDERS INC
258 DEL MONTE RD
SEBASTIAN FL 32958

LICENSE NUMBER: CGC1514151

EXPIRATION DATE: AUGUST 31, 2028

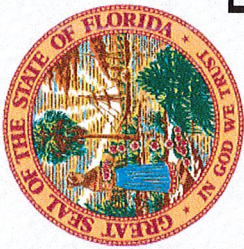
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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

MOLD-RELATED SERVICES LICENSING PROGRAM

THE MOLD ASSESSOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

DE LA HOZ, JOSE AUGUSTO

258 DEL MONTE RD
SEBASTIAN FL 32958

LICENSE NUMBER: MRSA1756

EXPIRATION DATE: JULY 31, 2028

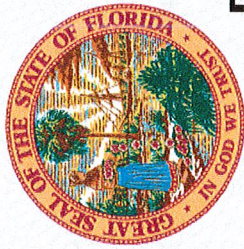
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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

HOME INSPECTORS LICENSING PROGRAM

THE HOME INSPECTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

DE LA HOZ, JOSE AUGUSTO

258 DEL MONTE RD
SEBASTIAN FL 32958

LICENSE NUMBER: HI4397

EXPIRATION DATE: JULY 31, 2028

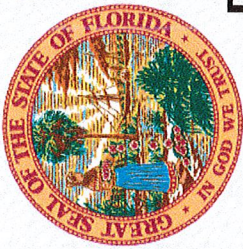
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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

MOLD-RELATED SERVICES LICENSING PROGRAM

THE MOLD REMEDIATOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

DE LA HOZ, JOSE AUGUSTO

258 DEL MONTE RD
SEBASTIAN FL 32958

LICENSE NUMBER: MRSR22214

EXPIRATION DATE: JULY 31, 2028

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Cristian De La Hoz

258 Del Monte Rd, Sebastian, FL 32958

(772) 215-5823

Cristian@delahozbuilders.com

EXPERIENCE

DE LA HOZ BUILDERS: - Construction Superintendent, Treasure Coast Area, FL

JANUARY 2022 - PRESENT

- Ensure construction projects are delivered successfully and on time
- Follow quality standards and ensure the safety and security of the construction site
- Communicates and negotiates with external partners, such as vendors, clients and subcontractors
- Purchasing equipment and materials
- Ensure the job site remains safe, clean, and orderly
- Resolve on-site issues and emergencies

SHERWIN WILLIAMS: - New Store Manager, Bonita Springs, FL

OCTOBER 2020 - DECEMBER 2021

- Opened up brand new retail location
- Created a customer base in a brand new territory
- Met budget regardless of supply chain issues
- Assisted in the growth of new accounts
- Worked around staffing shortages

SHERWIN WILLIAMS: - Assistant Manager, Cape Coral, FL

OCTOBER 2019 - SEPTEMBER 2020

- Managed a \$4 million/ year store
- Head of inventory replenishment system
- Spearheaded lead generation and new account initiatives
- Assisted clients with long term projects
- Created valuable relationships with clients, reps and vendors

FLORIDA GULF COAST UNIVERSITY: Match Marketing, South Florida — Visual Merchandiser

JULY 2018 - FEBRUARY 2019

- Executed and installed all window presentations and in store displays
- Executed and upheld all visual standards according to specified planogram
- Worked with a variety of retailers (7/11, Ulta)

EDUCATION

Florida Gulf Coast University, Fort Myers, Fl — Bachelors

AUGUST 2015 - DECEMBER 2017

- Graduated Cum Laude with a 3.6 GPA and a Bachelors of Science in Marketing

Indian River State College, Fort Pierce — Associates Degree

Graduated APRIL 2015

SKILLS

Microsoft office: Word, Excel

Verbal and writing communication

Team Player

Time Management Organized

LANGUAGES

Fluent in English and Spanish

CAMPUS INVOLVEMENT

Emerging Eagles Leadership Program

Beta Gamma Sigma Honor Society

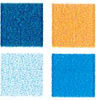
Latin-American Student Association



De La Hoz Builders, Inc.

REVIEWED FINANCIAL STATEMENTS

December 31, 2025



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CARR, RIGGS & INGRAM, L.L.C.

Carr, Riggs & Ingram, L.L.C.
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Suite 201
Melbourne, FL 32940

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386.336.4189 (fax)
CRLadv.com

INDEPENDENT ACCOUNTANT’S REVIEW REPORT

To the Owners
De La Hoz Builders, Inc.
Sebastian, FL

We have reviewed the accompanying financial statements of De La Hoz Builders, Inc. (an S corporation), which comprise the balance sheet as of December 31, 2025, and the related statements of income and retained earnings, and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management’s financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management’s Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant’s Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of De La Hoz Builders, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

Accountant’s Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Carr, Riggs & Ingram, L.L.C.

Melbourne, Florida
February 10, 2026

De La Hoz Builders, Inc.
Balance Sheet

December 31, 2025

ASSETS

Current assets

Cash and cash equivalents	\$ 2,855,712
Contracts receivable	822,388
Contract assets	202,711
Prepaid expenses	11,616
Total current assets	3,892,427

Noncurrent assets

Property and equipment at cost, net	359,253
Inventory	376,366
Total noncurrent assets	735,619

Total assets **\$ 4,628,046**

LIABILITIES AND STOCKHOLDER'S EQUITY

Current liabilities

Accounts payable	\$ 583,762
Accrued expenses	24,501
Contract liabilities	246,258
Current portion of long-term debt	29,785
Total current liabilities	884,306

Long-term liabilities

Long-term debt, less current portion	68,129
Total liabilities	952,435

Stockholder's Equity

Common stock, \$1 par value, 37,000 shares authorized, 37,000 shares issued	37,000
Additional paid in capital	78,610
Retained earnings	3,560,001
Total stockholder's equity	3,675,611

Total liabilities and stockholder's equity **\$ 4,628,046**

See accompanying notes and independent accountant's review report.

De La Hoz Builders, Inc.
Statement of Cash Flows

<i>For the year ended December 31,</i>	2025
Contract revenue earned	\$ 9,518,303
Cost of revenue earned	7,561,281
Gross profit	1,957,022
General and administrative expenses	
Automotive expense	1,848
Communications	12,027
Depreciation	64,957
Employee benefits and training	15,908
Insurance	26,249
Miscellaneous	42,855
Office expense	8,317
Office wages	223,472
Professional fees	772,980
Repair and maintenance	33,069
Taxes and licenses	11,056
Total general and administrative expenses	1,212,738
Income from operations	744,284
Other income (expenses)	
Miscellaneous income	10,801
Interest income	62,978
Interest expense	(3,589)
Total other income (expenses)	70,190
Net income	814,474
Retained earnings, beginning of year	2,773,987
Distributions	(28,460)
Retained earnings, end of year	\$ 3,560,001

See accompanying notes and independent accountant's review report.

De La Hoz Builders, Inc.
Statement of Cash Flows

<i>For the year ended December 31,</i>	2025
Cash flows from operating activities	
Cash received from customers	\$ 10,086,866
Cash paid to suppliers and employees	(8,884,657)
Interest paid	(3,589)
Interest received	62,978
Net cash provided by operating activities	1,261,598
Cash flows from financing activities	
Principal payments on long term debt	(38,300)
Distributions to stockholder	(28,460)
Net cash used in financing activities	(66,760)
Net increase in cash and cash equivalents	1,194,838
Cash and cash equivalents, beginning of year	1,660,874
Cash and cash equivalents, end of year	\$ 2,855,712

See accompanying notes and independent accountant's review report.

De La Hoz Builders, Inc.
Statement of Cash Flows (Continued)

<i>For the year ended December 31,</i>	2025
RECONCILIATION OF NET INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES:	
Net income	\$ 814,474
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation	64,957
Decrease (increase) in assets:	
Contracts receivable	(48,957)
Contract assets	426,051
Prepaid expenses	2,474
Inventory	(34,915)
Increase (decrease) in liabilities:	
Accounts payable	(159,566)
Accrued expenses	16,412
Contract liabilities	180,668
Net change in assets and liabilities	447,124
Net cash provided by operating activities	\$ 1,261,598

See accompanying notes and independent accountant's review report.

Note 1: DESCRIPTION OF BUSINESS

De La Hoz Builders, Inc. (the "Company") is a general contractor doing business in Port St. Lucie, Fort Pierce, Vero Beach, Sebastian, Gifford, Palm Bay, Melbourne, and Cocoa. The Company specializes in construction services for governmental, commercial, and some residential projects.

As a government contractor, the Company is subject to compliance with Federal Acquisition Regulations (FAR). The FAR requires, among other things, that various audits be performed by the Defense Contract Audit Agency, including annual audits of the Company's financial records via indirect cost submissions. The Company has been found to be in compliance for all fiscal years in which an audit has been completed. The Company believes it is in compliance with FAR requirements for subsequent years.

Note 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP). The Financial Accounting Standards Board (FASB) provides authoritative guidance regarding U.S. GAAP through the Accounting Standards Codification (ASC) and related Accounting Standards Updates (ASUs).

Use of Estimates

The preparation of U.S. GAAP financial statements requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and changes therein, and disclosure of contingent assets and liabilities and the reported amounts of revenue and expenses. Actual results could differ from those estimates. Estimates that are particularly susceptible to significant change in the near term are related to estimated costs to complete.

Cash and Cash Equivalents

Cash and cash equivalents include cash and all highly-liquid debt investments with initial maturities of three months or less at the time of purchase.

Contracts Receivable

Contracts receivable represent amounts owed to the Company which are expected to be collected within twelve months, and are presented on the balance sheet net of the allowance for credit losses. Contracts receivable at December 31, 2025 totaled \$822,388.

Note 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Allowance for Credit Losses

Management evaluates its receivables on an ongoing basis by analyzing customer relationships and previous payment histories. The allowance for credit losses is management's best estimate of the amount of expected credit losses in the existing accounts based on current market conditions. Historically, losses on uncollectible accounts have been within management's expectations. The allowance for credit losses is reviewed on a periodic basis to ensure there is sufficient reserve to cover any potential credit losses. When receivables are considered uncollectible, they are charged against the allowance for credit losses. Collections on accounts previously written off are included in income as received. The allowance for credit losses was \$0 at both December 31, 2025 and December 31, 2024.

Prepaid Expenses

Payments made to vendors before products or services are received are accounted for as prepaid expenses.

Property and Equipment

Property and equipment is stated at cost less accumulated depreciation. Expenditures for additions, major renewals and betterments are capitalized and repairs and maintenance are charged to operations as incurred. Depreciation is recognized on the straight line method over the estimated useful lives of the assets.

Inventory

Inventories consist of direct costs of land and lot appreciation, home construction, and real estate taxes. Inventory costs include amounts paid through the closing date plus an accrual for estimated costs incurred but not yet paid. Cost of home sales closed to a buyer is charged to cost of sales on a specific identification basis when the construction obligation is complete, and title passes to the buyer.

As of December 31, 2025, management determined that a valuation reserve is not necessary. There is no interest expense relating to inventory to capitalize. Overhead expenses to allocate to inventory were immaterial.

Impairment of Long-Lived Assets

The Company reviews long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable. If the future undiscounted cash flows expected to result from the use of the asset and its eventual disposition are less than the carrying amount of the asset, an impairment loss is recognized. Long-lived assets and certain intangible assets to be disposed of are reported at the lower of carrying amount or fair value less costs to sell.

Note 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenues from Contracts with Customers and Disaggregation of Revenues

The Company is involved in general contracting for commercial and governmental customers. Therefore, the Company's viability is dependent on the strength of the construction industry, primarily in the Federal Government sector and the Company's ability to collect on its contracts. The majority of the Company's contracts in 2025 contain terms that state a fixed amount of consideration. The remainder of customer contracts contain terms based on standard hourly rates for the employees assigned to the contract, in addition to other contract costs. Each contract type presents advantages and disadvantages. Typically, fixed-price contracts involve more risk; however, they offer the opportunity for additional profits based on potential change orders and incentives. Cost-based contracts involve less risk, but often are less profitable.

The Company recognizes contract revenue for fixed-price contracts for financial reporting over time. Progress toward completion of the Company's contracts is measured by the percentage of cost incurred to date to management's estimated total costs for each contract. That method is used because management considers total cost to be the best available measure of the progress on the contracts. These contracts require estimates to determine the appropriate cost and revenue recognition. Because of the inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change within the near term. Current estimates may be revised as additional information becomes available.

Contract costs include all direct material, subcontract, and labor costs, and those allocable costs related to contract performance, such as indirect labor, supplies, tools, repairs, and depreciation costs. Costs from inefficiencies or wasted resources (material or labor) are excluded when measuring progress and are expensed as incurred. General and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income, which are recognized in the period in which the revisions are determined. Changes in estimated job profitability resulting from job performance, job conditions, contract penalty provisions, claims, change orders, and settlements are accounted for as changes in estimates in the current period. An amount equal to contract costs attributable to claims is included in revenues when realization is probable and the amount can be reliably estimated.

The Company began building homes on Company-owned lots during the year ended December 31, 2021. Revenue is recognized when the performance obligation is satisfied, which is generally when title to and possession of the home are transferred to the buyer on the closing date. No deposits have been received on any of the homes in inventory.

Note 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenues from Contracts with Customers and Disaggregation of Revenues (Continued)

The asset, "contract assets" represent revenues calculated using the percentage-of-completion method recognized in excess of amounts billed. The liability, "contract liabilities," represents amounts billed in excess of revenues recognized on the percentage-of-completion method.

The following table is a further breakdown of the types of contracts that make up revenues:

<i>For the year ended December 31,</i>	2025
Federal contracts	\$ 8,340,513
Local government contracts	1,177,790
Total	\$ 9,518,303

Advertising

Advertising costs are charged to operations as incurred. Advertising expense totaled approximately \$387 for the year ended December 31, 2025.

Fair Value of Financial Instruments

Fair values of financial instruments are estimated using relevant market information and other assumptions, as more fully disclosed in a separate note. Fair value estimates involve uncertainties and matters of significant judgment regarding interest rates, credit risk, prepayments, and other factors, especially in the absence of broad markets for particular items. Changes in assumptions or in market conditions could significantly affect these estimates.

Income Taxes

The Company and its stockholders have elected to be taxed under the provisions of Subchapter "S" of the Internal Revenue Code. Under those provisions, the Company does not pay federal and state corporate income taxes on its taxable income. Instead, the stockholders are liable for individual federal and state income taxes for their respective shares of the Company's taxable income. When applicable, the Company recognizes interest related to income taxes in interest expense and penalties in operating expenses. For the year ended December 31, 2025, the Company had no interest or penalties related to income taxes.

Note 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Income Taxes (Continued)

Tax positions are recognized only if it is "more likely than not" that the tax position would be sustained in a tax examination, with a tax examination being presumed to occur. The amount recognized is the largest amount that is greater than 50% likely of being realized on examination. For tax positions not meeting the "more likely than not" test, no tax position is recorded. The Company is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress.

Subsequent Events

Management has evaluated subsequent events through February 10, 2026, the date that the financial statements were available to be issued. No subsequent events occurring after this date have been evaluated for inclusion in these statements.

Note 3: CONCENTRATION OF CREDIT RISK

The Company maintains cash balances at financial institutions that are insured by the Federal Deposit Insurance Corporation (FDIC). All deposit accounts are insured up to \$250,000 by the FDIC in aggregate per financial institution. The Company had \$2,611,582 cash in excess of federally-insured limits at December 31, 2025.

At December 31, 2025, the Company had the following concentrations:

<i>2025</i>	Revenue	Contracts Receivables
<i>Customer 1</i>	68%	75%
<i>Customer 2*</i>	*	20%

*Customer was below either 10% of revenues or receivables

De La Hoz Builders, Inc.
Notes to Financial Statements

Note 4: COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

The following is a summary of costs and estimated earnings on uncompleted contracts as of December 31, 2025:

	2025
Costs incurred on uncompleted contracts	\$ 6,354,565
Estimated earnings	1,616,167
	7,970,732
Less: billings to date	(8,014,279)
Total	\$ (43,547)

The following is a summary of contract assets and contract liabilities as of December 31, 2025 and 2024:

	2025	2024
Included in the accompanying balance sheet under the following captions:		
Contract assets	\$ 202,711	\$628,762
Contract liabilities	(246,258)	(65,590)
Total	\$ (43,547)	\$ 563,172

Note 5: PROPERTY AND EQUIPMENT

A summary of property and equipment at December 31, 2025 is as follows:

	Estimated Useful Lives (in years)	2025
Land		\$ 42,000
Building	27.5 years	198,522
Machinery and equipment	5-10 years	513,530
Total property and equipment		754,052
Less accumulated depreciation		(394,799)
Net property and equipment		\$ 359,253

Depreciation expense for the year ended December 31, 2025 was \$64,957.

Note 6: ACCRUED EXPENSES

The following is a summary of accrued expenses as of December 31, 2025:

	2025
Accrued payroll	\$ 11,883
Accrued insurance expenses	12,618
Total accrued expenses	\$ 24,501

Note 7: LONG-TERM DEBT

<i>December 31,</i>	2025
Note payable to a lender in 75 monthly payments of \$1,251 beginning May 30, 2023 at a fixed interest rate of 8.68%. A vehicle is collateral for the loan.	\$ 48,639
Note payable to a bank in 60 monthly payments of \$815.23 (plus applicable taxes), beginning April 2021, for the purchase of equipment at an interest rate of 10.65%. Equipment is collateral for the loan.	3,185
Note payable to a financial institution in 60 interest free monthly payments of \$1,262 (plus applicable taxes), beginning November 2024, for the purchase of equipment. Equipment is collateral for the loan.	46,090
Total long-term debt	97,914
Less current portion	(29,785)
Total long-term debt, less current portion	\$ 68,129

Future maturities of long-term debt are as follows:

Year Ending December 31,	
2026	\$ 29,785
2027	27,635
2028	27,880
2029	12,614
Total	\$ 97,914

The net book value of the vehicle pledged is \$49,978 and the net book value of the two pieces of equipment pledged for the loans is \$75,676, which are included in machinery and equipment.

Note 8: CONTINGENCIES / UNCERTAINTIES

The Company is contingently liable to a surety company under a general indemnity agreement. The Company agrees to indemnify the surety for any payments made on contracts of suretyship, guaranty or indemnity. The Company believes that all contingent liabilities will be satisfied by their performance on the specific bonded contracts.

Note 9: BACKLOG

Backlog represents the amount of revenue the Company expects to realize from uncompleted contracts in progress at year-end in addition to signed purchase orders for future work. Backlog for the Company was approximately \$25,256,524 at December 31, 2025.

Note 10: COLLABORATIVE ARRANGEMENT

The Company has a 60/40 SBA approved collaborative arrangement with another company. The other company is responsible for assisting in putting together proposals, project management and administrative services. The Company directs and supervises the activities of the other company as well as performs overall management, project management and administration of the construction. For the year ended December 31, 2025, \$8,340,513 of the contract revenues, \$6,620,254 cost of revenues earned, and all the professional services expenses of \$684,366 relate to this collaborative arrangement with the other company. There was \$59,439 in accounts payable to the other company at December 31, 2025.



DE LA HOZ BUILDERS, INC.

Supplemental Schedules

For The Year Ended December 31, 2025

De La Hoz Builders, Inc.
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Year ended December 31, 2025



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CARR, RIGGS & INGRAM, L.L.C.

Carr, Riggs & Ingram, L.L.C.
7506 Lynx Way
Suite 201
Melbourne, FL 32940

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CRLadv.com

INDEPENDENT ACCOUNTANT'S REPORT ON SUPPLEMENTARY INFORMATION

To the Owners
De La Hoz Builders, Inc.

Our report on our review of the basic financial statements of De La Hoz Builders, Inc. for 2025 appears in a separate report. The objective of that review was to perform procedures to obtain limited assurance as a basis for reporting whether we were aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. The supplementary information included in the accompanying Schedules I, II and III is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and do not express an opinion on such information.

Carr, Riggs & Ingram, L.L.C.

Melbourne, Florida
February 10, 2026

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De La Hoz Builders, Inc.
Schedule I - Earnings from Jobs

<i>Year ended December 31, 2025</i>	Contract Revenue Earned	Cost of Revenue Earned	Gross Profit
Jobs completed during the year	\$ 3,353,043	\$ 2,648,938	\$ 704,105
Jobs in progress at year end	6,165,260	4,912,343	1,252,917
Total	\$ 9,518,303	\$ 7,561,281	\$ 1,957,022

See independent accountant's report on supplementary information.

De La Hoz Builders, Inc.
Schedule II - Jobs Completed

Project Number	Description	Total Contract		
		Revenue Earned	Cost of Revenue	Gross Profit (Loss)
21002	Repair Gen Sys, Telemetry, Ascension	\$ 647,411	\$ 520,810	\$ 126,601
21003	Repair Gen Sys, Transmitter, Ascension	1,221,874	985,538	236,336
21004	Repair Fuel Lines, PH, Ascension	1,521,942	1,205,280	316,662
22001	BU Gen Sys Comm-Ops, Ascension	996,440	745,011	251,429
23002	Repair PMEL AHUs B981, PSFB, FL	495,196	398,001	97,195
23005	Repair HVAC, JDMTA, FL	4,116,296	3,299,752	816,544
24002	Replace 35KW BU Gen B535, PSFB	133,045	104,149	28,896
25001	Install 2.5 Ton Mini Split B1645, CCSFS	26,100	16,504	9,596
202311	Jesus Gamez - 3 projects Fellsmere	160,583	138,936	21,647
202402	VB Airport - Storefront	107,332	79,332	28,000
202403	JRTC - Repiping Villas 101 to 112 & 180 to 190	192,724	146,864	45,860
202406	Indian Shores Public Safety Building Repairs	1,306,538	989,448	317,090
202408	JRTC Stairs Administrative building	73,887	57,522	16,365
202414	IRShores - Gate slab	8,963	6,387	2,576
202501	IRShores - Anchor landscape	7,218	4,929	2,289
202502	IRC Ship - Rose Smith	76,313	58,112	18,201
202503	IRShores - Ceiling drywall patch	999	921	78
202509	Liberty Sidewalk concrete	98,991	83,043	15,948
		\$ 11,191,852	\$ 8,840,539	\$ 2,351,313

See independent accountant's report on supplementary information.

Before January 01, 2025			During the Year Ended December 31, 2025		
Revenue Earned	Cost of Revenue	Gross Profit (Loss)	Revenue Earned	Cost of Revenue	Gross Profit (Loss)
\$ 647,411	\$ 520,810	\$ 126,601	\$ -	\$ -	\$ -
1,221,874	972,722	249,152	-	12,816	(12,816)
1,481,306	1,170,910	310,396	40,636	34,370	6,266
486,930	377,879	109,051	509,510	367,132	142,378
385,510	302,995	82,515	109,686	95,006	14,680
2,289,484	1,826,347	463,137	1,826,812	1,473,405	353,407
31,745	25,099	6,646	101,300	79,050	22,250
-	-	-	26,100	16,504	9,596
151,463	128,513	22,950	9,120	10,423	(1,303)
107,332	79,332	28,000	-	-	-
192,724	146,864	45,860	-	-	-
769,143	581,301	187,842	537,395	408,147	129,248
73,887	57,522	16,365	-	-	-
-	1,307	(1,307)	8,963	5,080	3,883
-	-	-	7,218	4,929	2,289
-	-	-	76,313	58,112	18,201
-	-	-	999	921	78
-	-	-	98,991	83,043	15,948
<u>\$ 7,838,809</u>	<u>\$ 6,191,601</u>	<u>\$ 1,647,208</u>	<u>\$ 3,353,043</u>	<u>\$ 2,648,938</u>	<u>\$ 704,105</u>

De La Hoz Builders, Inc.
Schedule III - Jobs in Progress

Project Number	Description	Total Contract		From Inception to		
		Revenue	Estimated Gross Profit (Loss)	Revenue Earned	Cost of Revenue	Gross Profit (Loss)
23007	Repair AHUs Dining Facility, Ascension	\$ 1,050,008	\$ 244,881	\$ 1,008,533	\$ 773,307	\$ 235,226
23009	Construct HAZMAT Storage Facility, Asc.	991,891	203,609	863,639	686,353	177,286
24001	Repair Chillers CIF, Ascension	1,910,977	402,231	149,630	118,160	31,470
24003	Replace WWTP, Ascension	3,810,037	786,603	754,006	598,338	155,668
24005	Replace RO System, Ascension	1,415,446	285,707	1,014,592	809,784	204,808
24007	Repair Chiller System B550, PSFB	3,081,710	632,833	2,040,708	1,621,654	419,054
24008	R/R HVAC Facility 67901, CCSFS, FL	677,862	129,339	227,423	184,044	43,379
24010	DH Walk-In Freezer/Coolers, Ascension	802,000	151,662	520,658	422,231	98,427
25002	Repair Chilled Water Pipes B550, PSFB, FL	440,221	90,651	371,635	295,106	76,529
25003	Repair Waterlines Main Base, Ascension	2,179,810	447,687	60,381	48,061	12,320
25004	Install Isolation Valves B10989, PSFB, FL	541,647	111,618	11,212	8,916	2,296
25005	Replace EPS B957, Patrick SFB, FL	626,340	129,184	12,276	9,763	2,513
25006	Replace EPS B891, Patrick SFB, FL	679,943	140,303	12,987	10,299	2,688
25007	Repair Water Tanks, Ascension	4,906,558	906,169	121,683	99,112	22,571
25008	Repair Roofs Dorms 4/5 & AF Vault, Asc.	732,479	134,569	17,946	14,650	3,296
25009	Renovate Chiller B28002 JDMTA	4,734,368	842,871	54,919	45,258	9,661
25010	Replace Chiller/Pumps B415, PSFB	1,129,131	231,821	18,631	14,791	3,840
25011	Repair BU Gen Sys 12.15 Radar, Ascension	1,726,379	351,560	54,208	43,159	11,049
25012	Repair Saltwater PH #2, Ascension	911,958	172,432	-	-	-
202404	Fran Adams Sebastian Park restroom	559,241	91,985	451,755	377,440	74,315
202415	IRShores - roof weather vane	3,125	725	1,898	1,458	440
202504	Ft Pierce - 318 N	92,310	11,130	62,983	55,391	7,592
202505	IRShores - Drainage repair	850	200	126	96	30
202506	Ft Pierce - 317 N	55,631	10,131	37,858	30,964	6,894
202507	Ft Pierce - 902 Hickory	94,914	14,414	52,003	44,108	7,895
202508	Ft Pierce - 2509 Ave K	72,420	10,220	49,042	42,122	6,920
		\$ 33,227,256	\$ 6,534,535	\$ 7,970,732	\$ 6,354,565	\$ 1,616,167

See independent accountant's report on supplementary information.




December 31, 2025		At December 31, 2025		During the Year Ended December 31, 2025		
Billed to Date	Estimated Cost to Complete	Costs and Estimated Earnings in Excess of Billings	Billings in Excess of Estimated Earnings	Revenue Earned	Cost of Revenue	Gross Profit (Loss)
\$ 1,026,185	\$ 31,820	\$ -	\$ 17,652	\$ 868,987	\$ 663,499	\$ 205,488
912,509	101,929	-	48,870	549,705	436,823	112,882
138,635	1,390,586	10,995	-	52,437	41,510	10,927
693,801	2,425,096	60,205	-	4,572	3,702	870
1,009,186	319,955	5,406	-	794,915	634,413	160,502
2,055,674	827,223	-	14,966	1,999,413	1,588,791	410,622
226,248	364,479	1,175	-	219,713	177,927	41,786
601,659	228,107	-	81,001	500,849	406,191	94,658
396,959	54,464	-	25,324	371,635	295,106	76,529
43,596	1,684,062	16,785	-	60,381	48,061	12,320
8,916	421,113	2,296	-	11,212	8,916	2,296
9,763	487,393	2,513	-	12,276	9,763	2,513
10,299	529,341	2,688	-	12,987	10,299	2,688
99,112	3,901,277	22,571	-	121,683	99,112	22,571
14,650	583,260	3,296	-	17,946	14,650	3,296
45,258	3,846,239	9,661	-	54,919	45,258	9,661
14,791	882,519	3,840	-	18,631	14,791	3,840
43,159	1,331,660	11,049	-	54,208	43,159	11,049
-	739,526	-	-	-	-	-
463,100	89,816	-	11,345	234,881	196,233	38,648
1,425	942	473	-	1,898	1,458	440
92,310	25,789	-	29,327	62,983	55,391	7,592
-	554	126	-	126	96	30
55,631	14,536	-	17,773	37,857	30,964	6,893
30,290	36,392	21,713	-	52,003	44,108	7,895
21,123	20,078	27,919	-	49,043	42,122	6,921
\$ 8,014,279	\$ 20,338,156	\$ 202,711	\$ 246,258	\$ 6,165,260	\$ 4,912,343	\$ 1,252,917

Priority Accounts ^

[View all](#)

Current: \$3,395,838.90 ⓘ

Available: \$3,395,838.90 ⓘ

	<p>Seacoast National Bank Commercial Construction 0341</p>	<p>\$129,082.11</p>
	<p>Current Balance</p>	<p>\$129,082.11</p>
	<p>Available Balance</p>	
	<p>Seacoast National Bank Federal Construction 2071</p>	<p>\$226,163.86</p>
	<p>Current Balance</p>	<p>\$226,163.86</p>
	<p>Available Balance</p>	
	<p>Seacoast National Bank Money Market Acct 2986</p>	<p>\$3,040,592.93</p>
	<p>Current Balance</p>	<p>\$3,040,592.93</p>
	<p>Available Balance</p>	

[View all accounts](#)



DE LA HOZ BUILDERS, INC.
GENERAL CONTRACOR - CGC 1514151
258 Del Monte Rd, Sebastian, FL 32958
(772) 228-9723

WORKLOAD Up to date: 05-30-2026

Job Owner	Entity authorizing the work	Job Description	Start Date	Estimated finish date
De La Hoz Builders, Inc.	De La Hoz Builders, Inc.	New homes construction (3 new houses + road improvement)	05-04-26	12-30-26
Patricia Cobb	City of Fort Pierce CDBG Program	Re-roof shingles, bathroom renovation, windows and doors replacement	03-24-26	06-20-26
Basem Jallouk	St Lucie County Housing	Hurricane reinforcement (Trusses strapping, Gable reinforcement)	06-15-26	07-15-26

DE LA HOZ BUILDERS, INC.
EQUIPMENT LIST - MAY 2026

Toyota Tundra White 2016 VIN # 5TFHW5F17GX572702
Toyota Tundra White 2005 VIN # 5TBET381655490369
Toyota Highlander 2017 VIN # 5TDJZRFH6HS422388
Dump Trailer 6x12 - Serial No. 43ZDL23E680003243
U-Dump Trailer 7' x 14' - 25 LP - White - VIN #432BD1423T0012509
JCB 2TS-7T Teleskid 2024 - Serial # 3418573
20' Deck over trailer - Aluminum
2007 Takeuchi Mini-Excavator (Model # TB135R)
2021 Morbark Eger Beever 1215 (Brush Chipper)
2021 Tandem Roller 1.5 ton double drum smooth Gas - Model RD12
Trailer for Tractor VIN # 1P9BL10277F563793
Tailer for tools VIN # 5NHUVH2188U324970
Impact Driver tool set (Battery pack + lights)
Finish Nailer Cordless + Battery pack
Texture Spray Machine - GTX2000EX - Sherwin Williams
Gas Powered Compressor
DELL Inspiron 15R Notebook (Portatil Computer)
Concrete Saw 14" walk behind
Hilti - Hammer Drill Combo
Rubi Tile Saw
Apple Mac Pro laptop
Hilti - Impact Driver Combo
AramSCO - Dehumidifier + mold treatment liquid + zippers
Hilti - Drywall screwdriver
Hilti - Impact Driver Combo
Hilti - TE 1000 AVR Breaker
Hepa Vacuum + Air Drying System
Portable Generator 6800 Watts - Ridgid
Power Cutter Saw Model # DPC7311 Serial # 2007150942 - 2yr Warranty Home Depot
Generator Honda 6,500 Watts
See Snake
Concrete Hammer Drill
Navigation System - Tag # 0862359515 - PIO AVCD3
Notebook computer Portatil & Office software
Milwaukee M12 Tubing Cutter Kit
Milwaukee M12 2PK Drill/Driver
Xtend & Climb 12.5 ft. Telescoping Type II lader
Hilti Tool - Demolition Hammer Kit + Flexible Chisel
Oil Free Twinstack Air Compressor
Circular saw
Hamer/Drill Driver
Reciprocating saw
4 1/2 Angle Grinder
Jig Saw
Miter Saw
Miter Saw Utility Vehecle
Paint Sprayer Machine
Passlode Gas Framer Nailer
Passlode Gas Finish nailer
2450 Gas Pressure Washer - Troy Bilt
Hammer Drill Serial # BB0716-28628 Model # R5011
Air Roof Nailer - Serial # AW062462413 Model # R175RNA
Air Framing Nailer - Serial # AW0525-41279 Model # R3503HA
Electric Circular Saw - Serial # BB0619-71572 Model # R3503HA
ScrewDriver Set
Impact Driver - Serial # G0709-05447 Model # R8823
Dual Voltage Hand Planer - Serial # G063102740 Model # R888
Dual Voltage Adhesive/Caulk Gun - Serial # G063300015 Model # R8804
Heavy Duty 10" Portable Table Saw with Stand - Serial # U070349633 Model # TS2400-1
Router Combo with fixed and plunge bases - Serial # BB0642-28269 Model # R2900 & R2910



FLORIDA SURETY BONDS, INC.

620 N. Wymore Road, Suite 200
Maitland, FL 32751
407-786-7770
Fax 407-786-7766

888-786-BOND (2663)
Fax 888-718-BOND (2663)

www.FloridaSuretyBonds.com

May 27, 2026

Town of Indian River Shores
6001 Highway A1A
Indian River Shores, FL 32963

RE: De La Hoz Builders, Inc. Bonding Letter

ITB 26-02, Building Department Addition

To Whom It May Concern:

It is a privilege to be the surety agents for De La Hoz Builders, Inc. for over 7 years. Bonds are currently written through Great Midwest Insurance Company which is A.M. Best Rated "A, X" and has a U.S. Treasury Listing of \$71,057,000.

De La Hoz Builders, Inc. is an outstanding contractor and we hold them in the highest regard. We are extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

We usually anticipate no difficulties in providing Performance & Payment surety bonds for De La Hoz Builders, Inc. in the \$12,000,000 single, \$30,000,000 aggregate range. These limits are merely guidelines and can be extended subject to underwriting which includes surety review of the contract terms, pertinent bond forms and general financial reporting at the time of said request.

This letter is not an assumption of liability or a commitment to provide any bonds unless all underwriting requirements including contract, bond form and financing review are met prior to issuing any bonds. Neither our agency, nor the surety is liable for any damages relating to this letter or project.

Should you have any questions, please do not hesitate to contact me. My email is nathan@floridasuretybonds.com and my direct line is 407-478-6835.

Best regards,

Nathan Reich
Florida Surety Bonds



TAB B - PROJECT APPROACH & SCHEDULE



This proposal provides a statement of work, construction timeline, and other information pertaining to the construction of the Addition to the Building Department: 6001 US Highway A1A, Vero Beach, FL 32963.

The remodeling will be performed at the first floor, where 920 sqft will be added to the Building Department area.

The project demands the removal of 6 big oak trees (activities performed by Certified Arborists) and relocation of drainage pipes and a grinder pump.

The challenge with this project is to coordinate the construction work while the Building Department remains open, that implies work after hours, weekends and/or work by phases, so we could minimize the impact of the noise and dust among people.

In general, Permitting and all the phases of construction will take place in eight months approximately.

STATEMENT OF WORK

Based on a thorough evaluation of the blueprints, material take-off list, bill of quantities, and the site visit, we submit the following statement of work and a tentative construction plan. Because all the construction process will be in areas that have constantly people from the Building Department. working in there, we are planning to divide the project into phases:

Phase 1: PERMITTING, ORDERING MATERIALS

- Permitting process with Town of Indian River Shores, Engineering and Fire Department
- Submittals for Engineering and Architects approval
- Ordering all materials required for the construction process.

Phase 2: TREE REMOVAL AND SITE PREPARATION

- Tree removal and installation of tree protective barriers to the trees that remains
- Removal of existing drainage pipes and relocation of the grinder pump
- Grading and site preparation for the new building
- Relocation of existing Air conditioning units

Phase 3: WINDOWS AT FRONT WALL

- Install temporary wall to work area (minimize dust and debris impact to the occupied area)
- Create new windows opening, install windows lintels and pour concrete columns.
- Install new windows.

Phase 4: CONCRETE SLAB FOR ADDITIONAL AREA

- Form and pour new concrete slab (960 sqft area)
- Build exterior block walls, install windows lintels and pour concrete columns
- Install new windows, Trusses and new roof sheeting.

Phase 5: DEMO ROOF OF EXISTING BUILDING

- Demo roof where the new trusses will be attached to the existing
- Install new roof connections and shingles

Phase 6: DEMO WALLS TO CREATE OPENING TO NEW AREA

- Install temporary wall to work area (minimize dust and debris impact to the occupied area)
- Demo windows and create new openings, install steel plates to reinforce openings and pour concrete columns
- Install new doors per plans

Phase 6: INTERIOR FINISH

- Install flooring, drywall at walls, electric and mechanical connections to new area
- Trim Out trades: Plumbing, Electrical, HVAC
- Patch drywall and paint walls and doors as needed
- Building inspections per trades

Phase 7: FINAL SITEWORK AND LANDSCAPING

- Final grading and sodding to disturbed areas
- Install landscaping per plans

Our goal is to start a phase when all the materials and elements that are involved in, are in our possession. We are looking to minimize the impact of the construction on the people around. We will be coordinating with Fred Held (Town Building Official) who will be acting as the Construction Project Manager, the order of the phases and if we could do more than one phase at the same time.

De La Hoz Builders understands that Security at this project should be a high-level concern at all the stages of the construction, for that matter, we will be coordinating activities to assure that every opening where we are working, will be covered, and secured by the end of every workday.

Work will be performed using dust and noise control activities. Working areas will be enclosed if space is allowed or if not, maybe we could schedule the work out of the regular working hours (i.e. nighttime or weekends). Everything will be coordinated with the Town Project Manager and/or the Project Manager.

All the work will be directly monitored by our Construction Superintendent and our General Construction Manager. Both will be responsible for the coordination of our employees, subcontractors and materials ordering process. The benefits of been a company where the owners are the also the Project Managers, is that we are fully authorized to coordinate flexible activities, if necessary, to adapt to the Client needs and to comply with the project requirements at the same time.

Approx. Proposed start date: Aug 2026 → Anticipated completion date: Mar 2027

TERMS & CONDITIONS

The general contractor agrees to:

- Procure and supply all materials and equipment using a competitive procurement system.
- Clean up all debris and remove trash from the site upon completion of the project.
- Acquire all required permits.
- Put health and safety best practices in place and ensure regular safety audits.
- Hold all necessary insurance, including but not limited to workers' compensation and general liability insurance.

The client agrees to:

- Provide all designs, plans, and blueprints in a timely manner.
- Provide site security as needed.
- Provide access to water and access to any electrical panels.
- Hold all necessary insurance, including but not limited to fire and flood, and general liability insurance.

Bid Excludes

- Design and cost of plans
- Architect fees

- Security cameras (interior and exterior locations) and Card door reader mechanism.

Limited Warranty: We include a one-year limited warranty on all our work, which takes effect upon signed-off completion of the project. If you identify any deficiencies or defects in workmanship or materials during that time, we will remedy them free of charge. This warranty does not cover normal wear and tear, damage caused by natural disasters, or any work completed by other contractors.



TAB C - BID PRICING FORM

The Town of Indian River Shores, Florida

ITB 26-02

Building Department Addition

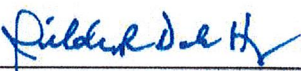
Total Sum Sheet

TOTAL \$ 678,362.00

Total : Six hundred seventy eight thousand three hundred sixty two dollars and 00/100

Please utilize the attached bid sheet.

BID SUBMITTED BY : DE LA HOZ BUILDERS, INC. - Jun 15,2026


Signature: 
HILDA DE LA HOZ
President



TAB D - REQUIRED FORMS

BID UNDERSTANDING

The undersigned acknowledges having reviewed the entire ITB, including all instructions, conditions, specifications, and attachments, and agrees to furnish all goods and services described at the prices shown on the attached Bid Pricing Form and Total Sum Sheet. The undersigned further understands that failure to examine any portion of the solicitation does not relieve the Bidder of its obligations and does not constitute grounds to seek additional compensation or modify the resulting contract.

<u>DE LA HOZ BUILDERS, INC.</u>	<u>258 Del Monte Rd</u>
Name of Contractor	Address
<u></u>	<u>Sebastian, FL 32958</u>
Authorized Signature	City, State, Zip Code
<u>President</u>	<u>772-633-5461</u>
Title	Phone
<u>06-15-2026</u>	<u>hilda@delahozbuilders.com</u>
Date Signed	E-mail

ADDENDUM ACKNOWLEDGEMENT

The Bidder shall acknowledge obtaining all addenda issued to this formal solicitation by completing the blocks below. Failure to acknowledge all addenda may be cause for rejection of the response.

Addendum No: 01 Date Issued 05-19-2026 Addendum No: 04 Date Issued 06-08-2026

Addendum No: 02 Date Issued 05-28-2026 Addendum No: _____ Date Issued _____

Addendum No: 03 Date Issued 06-04-2026 Addendum No: _____ Date Issued _____

PROPOSED CONTRACT EXCEPTIONS

Bidder shall identify below any proposed exceptions or requested revisions to the Construction Services Agreement attached as Exhibit B. The Town is not required to accept any proposed exception or revision. Any exception that materially alters the Contract Documents, conditions the bid, affects price, scope, schedule, insurance, bonds, indemnification, liquidated damages, statutory requirements, or otherwise prejudices the competitive process may render the bid non-responsive.

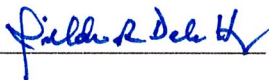
No exceptions are requested.

Exceptions are requested and listed below or on a separate attached page.

Agreement Section	Proposed Revision / Exception	Reason for Request

Attach additional pages if necessary. Any attachment must clearly identify the applicable Agreement section, proposed revision or exception, and reason for the request.

Firm Name: DE LA HOZ BUILDERS, INC.

Authorized Signature: 

Printed Name & Title: HILDA DE LA HOZ / President

Date: 06-15-2026

QUALIFICATIONS QUESTIONNAIRE

NOTICE: THE TOWN RETAINS THE DISCRETION TO REJECT THE BIDS OF NON-RESPONSIBLE BIDDERS.

Documentation Submitted with Project No: ITB 26-02

Project Name: Building Department Addition

1. Bidder's Name / Address: DE LA HOZ BUILDERS, INC.
258 Del Monte Rd, Sebastian, FL 32958

2. Bidder's Telephone & FAX Numbers: 772-228-9723 / cell: 772-633-5461

3. Licensing and Corporate Status:
a. Is Contractor License current? Yes
b. Bidder's Contractor License No: CGC1514151
[Attach a copy of Contractor's License to the bid]
c. Attach documentation from the State of Florida Division of Corporations that indicates the business entity's status is active and that lists the names and titles of all officers.

4. Local Area Business Preference: Does the Bidder claim local area business preference?
 Yes No

If yes, attach supporting documentation, including a valid Town or Indian River County business tax receipt and evidence of a qualifying physical business address within the local area. Failure to provide supporting documentation with the bid will result in the preference not being applied.

5. Number of years the firm has performed business as a Contractor in construction work of the type involved in this contract: 19 years

6. What is the last project OF THIS NATURE that the firm has completed?
New restroom building for Fran Adams Park in Sebastian, FL. Project included sitework, new plumbing, drainage, retention pond and a construction of a new building. Park belongs to Indian River County.

7. Has the firm ever failed to complete work awarded to you? No.

[If your answer is "yes", then attach a separate page to this questionnaire that explains the circumstances and list the project name, Owner, and the Owner's telephone number for each project in which the firm failed to complete the work.]

8. Has the firm ever been assessed liquidated damages? No.
- [If your answer is "yes", then attach a separate page to this questionnaire that explains the circumstances and list the project name, Owner, and the Owner's telephone number for each project in which liquidated damages have been assessed.]
9. Has the firm ever been charged by OSHA for violating any OSHA regulations? No.
- [If your answer is "yes", then attach a separate page to this questionnaire that explains the circumstances and list the project name, Owner, and the Owner's telephone number for each project in which OSHA violations were alleged.]
10. Has the firm implemented a drug-free workplace program in compliance with Florida Statute 287.087? Yes.
11. Has the firm ever been charged with noncompliance of any public policy or rules?
 Yes X No
- [If your answer is "yes", then attach a separate page to this questionnaire that explains the circumstances and list the project name, Owner, and the Owner's telephone number for each project.]
12. Attach to this questionnaire, a notarized financial statement and other information that documents the firm's financial strength and history.
13. Has the firm ever defaulted on any of its projects? No.
- [If your answer is "yes", then attach a separate page to this questionnaire that explains the circumstances and list the project name, Owner, and the Owner's telephone number for each project in which a default occurred.]
14. Attach a separate page to this questionnaire that summarizes the firm's current workload and that demonstrates its ability to meet the project schedule.
15. Name of person who inspected the site of the proposed work for the firm:
 Name: Jose & Hilda De La Hoz Date of Inspections: 05-21-2026
16. Name of on-site Project Foreman: Jose De La Hoz
 Number of years of experience with similar projects as a Project Foreman: 26 years
17. Name of Project Manager: Hilda De La Hoz
 Number of years of experience with similar projects as a Project Manager: 20 years
18. State your total bonding capacity: \$10 millions
19. State your bonding capacity per job: \$3 millions

20. Please provide name, address, telephone number, and contact person of your bonding company:

Florida Surety Bond

Att: Teresa Durham

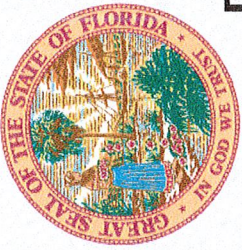
620 N. Wymore Road, Suite 200, Maitland, FL 32751

Phone: 407-786-3735

21. Complete the following table for SIMILAR projects:

DE LA HOZ BUILDERS, INC. – VARIOUS PAST / RECENT COMMERCIAL / LOCAL GOVERNMENT PROJECTS

Name of Project	Date Completed	Owner	Contact Person: Name/ Email Address/Phone	Original Contract Amount	Final Contract Amount
Jackie Robinson Training Complex renovation Ticket office	Jan / 2023	Indian River County	Michael Heller (772) 226-1585 mheller@ircgov.com	\$413,790.34	\$413,790.34
FA2521-18-C-0014 Repair Damage Building 992 - Patrick AFB, FL	Dec / 2018	Patrick Air Force Base Canaveral, FL	Sandy Seman (321) 494-9955 sandra.seman@us.af.mil	\$186,178.00	\$186,178.00
RFP 23-05 Town of Indian River Shores Public Safety Building Upgrades	Nov / 2025	Town of Indian River Shores	Tad Stone (772) 231-2451 tstone@irspsd.org	\$1,088,882.00	\$1,306,538.00
BID # 2024031 Fran Adams Park new Restroom Facility	Dec / 2025	Indian River County Parks & Recreation Department	Chris Steinhilber (772) 365-1288 csteinhilber@indianriver.gov	\$559,241.00	\$537,381.00
Several Locations	2015 thru 2026	St Lucie County SHIP/CDBG/HMLP Program	Ty Diamond (772) 462-5103 diamondt@stlucieco.org	\$511,507.00	\$511,507.00
Several Locations	2015 thru 2026	Indian River County SHIP/CDBG Program	Jey Valentin (772) 226-1870 ship@indianriver.gov	\$1,730,070.00	\$1,730,070.00



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DE LA HOZ, JOSE AUGUSTO

DE LA HOZ BUILDERS INC
258 DEL MONTE RD
SEBASTIAN FL 32958

LICENSE NUMBER: CGC1514151

EXPIRATION DATE: AUGUST 31, 2028

Always verify licenses online at MyFloridaLicense.com



ISSUED: 05/20/2026

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.

2026 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P07000052243

Entity Name: DE LA HOZ BUILDERS, INC.

Current Principal Place of Business:

1 N. ORANGE ST
FELLSMERE, FL 32948

Current Mailing Address:

258 DEL MONTE RD
SEBASTIAN, FL 32958 US

FEI Number: 20-8955993

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

DE LA HOZ, HILDA
258 DEL MONTE RD
SEBASTIAN, FL 32958 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: HILDA DE LA HOZ 01/16/2026

Electronic Signature of Registered Agent Date

Officer/Director Detail :

Title	VP	Title	PRESIDENT
Name	DE LA HOZ, JOSE A	Name	DE LA HOZ, HILDA R
Address	258 DEL MONTE RD	Address	258 DEL MONTE RD
City-State-Zip:	SEBASTIAN FL 32958	City-State-Zip:	SEBASTIAN FL 32958

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: HILDA DE LA HOZ PRESIDENT 01/16/2026

Electronic Signature of Signing Officer/Director Detail Date

BUILDING DEPARTMENT
1225 MAIN STREET • SEBASTIAN, FLORIDA 32958
TELEPHONE: (772) 589-5537 • FAX (772) 589-2566

LOCAL BUSINESS TAX RECEIPT

Tax Year October 1, 2025 to September 30, 2026

JOSE DE LA HOZ
(772) 228-9723

No. 2966
Date: 9/4/2025

Address: 258 DEL MONTE RD
SEBASTIAN, FL 32958

Business Tax Receipt

Activity: Professional - Services - Contractor

Total Paid: \$66.00

Issued to: DE LA HOZ BUILDERS, INC
JOSE DE LA HOZ
258 DEL MONTE RD
SEBASTIAN, FL 32958



Linda M. Lohsl, CBTO

NON-TRANSFERABLE

LIST OF SUBCONTRACTORS

The Bidder **MUST** list below the name and address of each Subcontractor who will perform work under this Contract in excess of one-half percent of the total bid price and shall also list the portion of the work which will be done by such Subcontractor. After the opening of Bids, additions, changes or substitutions will not be allowed unless approved by the Town after a request for such a change has been submitted in writing by the Contractor, which shall include reasons for such request. Please attach additional sheets if required.

	Work to be Performed	Subcontractor's Name/Address	Portion of Work (%)
1	ROOFING	Florida Top Shield Roofing, Inc.	5%
2	PLUMBING	Southern Plumbing, Inc.	3%
3	ELECTRIC	Eau Gallie Electric, Inc.	8%
4	MECHANICAL	GMS Air Conditioning, LLC	7%
5	SITWORK	Florida Site Contracting	15%
6	PAINT	Bucio Painting, Inc.	5%
7			
8			
9			
10			
11			
12			
13			

PUBLIC RECORDS FORM

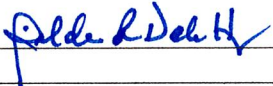
ITB Number: ITB 26-02

Project Description: Building Department Addition

In performing services pursuant to this Contract, Contractor shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, Contractor shall:

1. Keep and maintain public records required by the Town to perform the service.
2. Upon request from the Town's custodian of public records, provide the Town 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.
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 Town.
4. Upon completion of the Contract, transfer, at no cost to the Town, all public records in possession of Contractor or keep and maintain public records required by the Town to perform the services. If Contractor transfers all public records to the Town upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

IN WITNESS WHEREOF, Town and Contractor hereto have made and executed this Contract as of the day and year first above written.

Authorized Signature: 
Date: 06-15-2026

Print Name: HILDA DE LA HOZ
Title: President

Company/Firm: DE LA HOZ BUILDERS, INC.

Town reserves the right to accept or reject any or all bids in whole or in part and waive all any technicality or irregularity.

DRUG-FREE WORKPLACE FORM

ITB Number: ITB 26-02


Project Description: Building Department Addition

The undersigned Contractor, in accordance with Florida Statute 287.087, hereby certifies that

DE LA HOZ BUILDERS, INC. does:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of Paragraph 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirement.



Signature

06-15-2026
Date

PUBLIC ENTITY CRIMES FORM

Any person submitting a quote, bid, or proposal in response to this invitation or Agreement must execute the enclosed form sworn statement under Section 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with his/her quote, bid, or proposal. If you are submitting a quote, bid or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting Agreement, it is your responsibility to see that copy(ies) of the form are executed by them and are included with your quote, bid, or proposal. Corrections to the form will not be allowed after the quote, bid, or proposal opening time and date. Failure to complete this form in every detail and submit it with your quote, bid, or proposal may result in immediate disqualification of your bid or proposal.

The 1989 Florida Legislature passed Senate Bill 458 creating Sections 287.132 - 133, Florida Statutes, effective July 1, 1989. Section 287.132(3)(d), Florida Statutes, requires the Florida Department of General Services to maintain and make available to other political entities a "convicted vendor" list consisting of persons and affiliates who are disqualified from public and purchasing process because they have been found guilty of a public entity crime. A public entity crime is described by Section 287.133, Florida Statutes, as 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or Agreement for goods or services to be provided to any public entity or with an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

By law no public entity shall accept any bid from, award any Agreement to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two (currently \$35,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list, unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), Florida Statutes.

Therefore, effective October 1, 1990, prior to entering into an Agreement (formal Agreement or purchase order) in excess of the threshold amount of \$35,000 to provide goods or services to THE TOWN OF INDIAN RIVER SHORES, a person shall file a sworn statement with the Contract/Agreement officer or Purchasing Director, as applicable. The attached statement or affidavit will be the form to be utilized and must be properly signed in the presence of a notary public or other officer authorized to administer oaths, and properly executed.

THE INCLUSION OF THE SWORN STATEMENT OR AFFIDAVIT SHALL BE SUBMITTED CONCURRENTLY WITH YOUR QUOTE OR BID DOCUMENTS. NON-INCLUSION OF THIS DOCUMENT MAY NECESSITATE REJECTION OF YOUR QUOTE OR BID. SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATH.

This sworn statement is submitted with **ITB 26-02** for THE TOWN OF INDIAN RIVER SHORES. This sworn statement is submitted by DE LA HOZ BUILDERS, INC.

_____ (name of entity submitting sworn statement)

whose business address is

258 Del Monte Rd, Sebastian, FL 32958

and its Federal Employer Identification (FEIN) is 20-8955993. (If the entity has no FEIN include the Social Security Number of the individual signing this sworn statement.)

My name is HILDA DE LA HOZ (please print name of individual signing) and my relationship to the entity named above is President.

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, 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 with the United States, including, but not limited to, any Bid or Agreement for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

- A predecessor or successor of a person convicted of a public entity crime; or
- An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.
- The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

Based on information and belief, the statement which I have marked below is true in relation to the entity

submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in 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;

AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please provide an attachment describing any action taken by or pending with the Department of General Services.)

Julie R. DeLoz _____ 05/26/2026
Signature Date

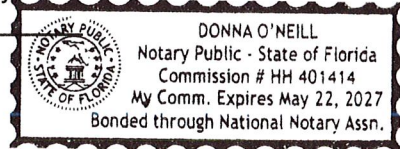
Signature Date

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 26th day of May, 2026 by Hilda DeLoz As President of DeLoz a _____ Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification and did (did not) take an oath.

My Commission Expires: May 22, 2027 Donna O'Neill
(Signature of Notary)

Name: DONNA O'NEILL
(Legibly Printed)



Notary Public, State of FLORIDA
(AFFIX OFFICIAL SEAL) Commission # _____
(if not included on stamped seal)

ITB Number: ITB 26-02 Project Description: Building Department Addition

NON-COLLUSION AFFIDAVIT

ITB Number: ITB 26-02

Project Description: Building Department Addition

Before me, the undersigned authority, personally appeared HILDA DE LA HOZ, who, being first duly sworn, deposes and says that he/she is the duly authorized representative of the respondent submitting the attached bid/proposal to the Town of Indian River Shores, Florida, and that such bid/proposal is genuine and not collusive or sham.

That neither the respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other respondent or person, to submit a sham bid/proposal, or to refrain from bidding, or has in any manner sought by collusion to secure an advantage against the Town of Indian River Shores or any other respondent.

That the respondent has not disclosed any information relating to its bid/proposal to any other firm or competitor, nor has it discussed or agreed upon any terms of its bid/proposal with any other respondent.

That no officer or employee of the Town of Indian River Shores, either individually or collectively, has been directly or indirectly included in the preparation of this bid/proposal or received any compensation, inducement, or reward related to this bid/proposal.

Firm Name: DE LA HOZ BUILDERS, INC.
Authorized Signature: [Signature]
Printed Name & Title: HILDA DE LA HOZ / President
Date: 05/26/2026

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

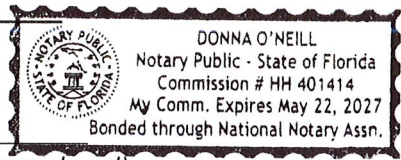
The foregoing instrument was acknowledged before me this 26 day of May, 2026 by Hilda De LaHoz As president of DeLaHoz a FLORIDA corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification and did (did not) take an oath.

My Commission Expires: May 22, 2027 [Signature]
(Signature of Notary)

Name: DONNA O'NEILL
(Legibly Printed)

Notary Public, State of FLORIDA
(AFFIX OFFICIAL SEAL)

Commission # _____
(if not included on stamped seal)



IMMIGRATION AFFIDAVIT CERTIFICATION

ITB Number: ITB 26-02

Project Description: Building Department Addition

This Affidavit is required and should be signed, notarized by an authorized principal of the firm and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Bidders/Consultant are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the Consultant's/bidder's bid. Acceptable evidence consists of a copy of the properly completed E-Verify Company.

Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. **Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program may deem the Consultant / Bidder's bid as non-responsive.**

The Town of Indian River Shores will not intentionally award Town contracts to any Consultant who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e)Section 274A(e) of the Immigration and Nationality Act ("INA").

The Town of Indian River Shores may consider the employment by any Consultant of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by the Town of Indian River Shores.

Contractor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Contractor's / Bidder's bid.

Company Name DE LA HOZ BUILDERS, INC.

Print Name HILDA DE LA HOZ Title President

Signature [Handwritten Signature] Date 05/26/2026

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 26 day of May 2026 by Hilda DeLaHoz As president of DeLaHoz a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification and did (did not) take an oath.

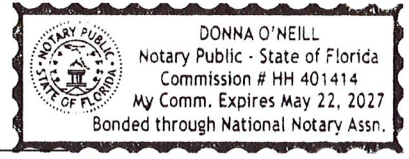
My Commission Expires: May 22, 2027 [Handwritten Signature]
(Signature of Notary)

Name: DONNA O'NEILL
(Legibly Printed)

Notary Public, State of FLORIDA

(AFFIX OFFICIAL SEAL)

Commission # _____
(if not included on stamped seal)



My Company Account

My Company Profile

Company Information

Company Name

De La Hoz Builders, Inc

Doing Business As (DBA) Name

Company ID

1811337

Enrollment Date

Mar 18, 2022

Employer Identification Number (EIN)

208955993

Unique Entity Identifier (UEI)

DUNS Number

942461943

Total Number of Employees

1 to 4

NAICS Code

236

Sector

Construction

Subsector

Construction of Buildings

[Edit Company Information](#)

Employer Category

Employer Category

Local Government

[Edit Employer Category](#)

Company Addresses

Physical Address

258 Del Monte Rd
Sebastian, FL 32958

Mailing Address

Same as Physical Address

[Edit Company Addresses](#)

Hiring Sites

Number of Sites

[Edit Hiring Sites](#)

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Plug-ins](#) [Site Map](#)



**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and De La Hoz Builders, Inc (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 1811337

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

Company ID Number: 1811337

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(I)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

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Approved by:

Employer De La Hoz Builders, Inc	
Name (Please Type or Print) Hilda De La Hoz	Title
Signature Electronically Signed	Date 03/18/2022
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/18/2022

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Information Required for the E-Verify Program

Information relating to your Company:

Company Name	De La Hoz Builders, Inc
Company Facility Address	258 Del Monte Rd Sebastian, FL 32958
Company Alternate Address	
County or Parish	INDIAN RIVER
Employer Identification Number	208955993
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	

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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Hilda De La Hoz
Phone Number	7722289723
Fax	7725898127
Email	hilda@delahozbuilders.com

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This list represents the first 20 Program Administrators listed for this company.

CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

ITB Number: ITB 26-02


Project Description: Building Department Addition

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the Town may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: DE LA HOZ BUILDERS, INC.

By: 
(Authorized Signature)

Title: President

Date: 06-15-2026

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

ITB Number: ITB 26-02

Project Description: Building Department Addition

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Bidder, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Bidder's Authorized Official

HILDA DE LA HOZ / President

Name and Title of Bidder's Authorized Official

06-15-2026

Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION**

ITB Number: ITB 26-02

Project Description: Building Department Addition

(1) The Bidder certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this Bid.

Signature of Bidder's Authorized Official

HILDA DE LA HOZ / President

Name and Title of Bidder's Authorized Official

06-15-2026

Date

ANTI-HUMAN TRAFFICKING AFFIDAVIT

The undersigned, on behalf of the entity listed below, in accordance with Florida Statute 787.06(13) hereby attests under penalty of perjury that the entity does not use coercion for labor or services.

As defined in F.S. 787.06(13):

“Coercion” means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. 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;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

“Labor” means work of economic or financial value.

“Services” means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Signature 

Printed Name HILDA DE LA HOZ

Title President

Entity Name DE LA HOZ BUILDERS, INC.

Date: 06-15-2026

DISCLOSURE OF RELATIONSHIPS

1. This sworn statement is submitted by (firm name) DE LA HOZ BUILDERS, INC., whose business address is: 258 Del Monte Rd, Sebastian, FL 32958

2. My name is HILDA DE LA HOZ, and my relationship to the entity named above is President.

3. I understand that, for purposes of this sworn statement, the term “affiliate” includes officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

4. I further understand that any relationship with an elected official or employee of the Town of Indian River Shores must be disclosed. For these purposes, “relationship” includes:

Self, father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, or grandchild.

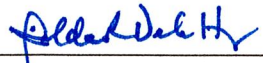
5. Based on information and belief, I attest that the statement I have marked below is true in relation to the entity submitting this sworn statement. [Select either a. or b.]

a. Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, have any relationships as defined above with any elected official or employee of the Town of Indian River Shores; **or**

b. The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, have the following relationships with an elected official or employee of the Town of Indian River Shores: NONE.

Name of Affiliate of Entity	Name of Town Elected Official or Employee	Relationship

I hereby swear, under penalty of perjury, the information provided on this form is true.


 (Signature)

06-15-2026
 (Date)

SWORN STATEMENT UNDER THE FLORIDA TRENCH SAFETY ACT

THIS FORM MUST BE SIGNED BY THE BIDDER WHO WILL BE RESPONSIBLE FOR THE EXCAVATION WORK ("BIDDER"), OR ITS AUTHORIZED REPRESENTATIVE, IN THE PRESENCE OF A NOTARY PUBLIC AUTHORIZED TO ADMINISTER OATHS.

1. This Sworn Statement is submitted with ITB No. 26-02 for Building Department Addition.
2. This Sworn Statement is submitted by (Legal Name of Entity Submitting Sworn Statement), hereinafter "BIDDER". The BIDDER's address is
258 Del Monte Rd, Sebastian, FL 32958.

BIDDER's Federal Employer Identification Number (FEIN) is
20-8955993.

3. My name is HILDA DE LAHOZ and my relationship to the BIDDER is President.

I certify, through my signature at the end of this Sworn Statement, that I am an authorized representative of the BIDDER.

4. The Trench Safety Standards that will be in effect during the construction of this Project are contained within the Trench Safety Act, Section 553.60, Florida Statutes and refer to the applicable Florida Statute(s) and/or OSHA Regulation(s) and include the "effective date" in the citation(s). Reference to and compliance with the applicable Florida Statute(s) and OSHA Regulation(s) is the complete and sole responsibility of the BIDDER. Such reference will not be checked by OWNER or ENGINEER and they shall have no responsibility to review or check the BIDDER's compliance with the Trench Safety Standards.
5. The BIDDER assures the OWNER that it will comply with the applicable Trench Safety Standards.
6. The BIDDER has allocated and included in its bid the total amount of \$ 5,000.00, based on the linear feet of trench to be excavated over five (5) feet deep, for compliance with the applicable Trench Safety Standards, and intends to comply with said standards by instituting the following specific method(s) of compliance on this Project:

Installation of protective systems for trenches deeper than five feet.

A competent person must supervise all excavation work. This individual is responsible for assessing ground stability,

ensuring safety measures are in place, and overseeing the excavation process.

The determination of the appropriate method(s) of compliance is the complete and sole responsibility of the BIDDER. Such methods will not be checked by the OWNER or ENGINEER for accuracy, completeness, or any other purpose. The OWNER and ENGINEER shall have no responsibility to review or check the BIDDER's compliance with the Trench Safety Standards.

7. The BIDDER has allocated and included in its bid the total amount of \$ 0.00, based on the square feet of shoring to be used for compliance with shoring safety requirements and intends to comply with said shoring requirements by instituting the following specific method(s) of compliance on this Project:

No shoring safety requirements are expected to be necessary in this project.

The determination of the appropriate method(s) of compliance is the complete and sole responsibility of the BIDDER. Such methods will not be checked by the OWNER or ENGINEER for accuracy, completeness or any other purpose. The OWNER and ENGINEER shall have no responsibility to review or check the BIDDER's compliance with the Trench Safety Standards.

8. The BIDDER, in submitting this bid, represents that it has obtained and considered all available geotechnical information, has utilized said geotechnical information and that, based on such information and the BIDDER's own information, the BIDDER has sufficient knowledge of the Project's surface and subsurface site conditions and characteristics to assure BIDDER's compliance with the applicable Trench Safety Standards in designing the trench safety system(s) for the Project.

BIDDER: DE LA HOZ BUILDERS, INC.

By: HILDA DE LA HOZ

Hilda De la Hoz

Position or Title: President

Date: 05/26/2026

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

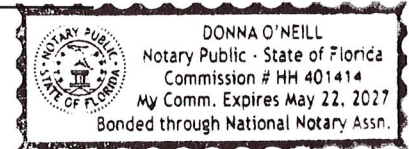
The foregoing instrument was acknowledged before me this 26 day of May 2026 by Hilda De la Hoz As president of De la Hoz a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification and did (did not) take an oath.

My Commission Expires: May 22, 2027

Donna O'Neill
(Signature of Notary)

Name: DONNA O'NEILL
(Legibly Printed)

Notary Public, State of FLORIDA



(AFFIX OFFICIAL SEAL)

Commission # _____
(if not included on stamped seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/22/2025

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 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 Bowen, Miclette & Britt of Florida, LLC 850 Concourse Pkwy S, Suite #105 Maitland FL 32751	CONTACT NAME: Michelle Rushing PHONE (A/C, No, Ext): 407-647-1616 FAX (A/C, No): 407-628-1635 E-MAIL ADDRESS: mrushing@bmbinc.com	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Amerisure Mutual Insurance Company 23396 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED De La Hoz Builders, Inc. 400 Gus Hipp Dr. Rockledge FL 32955	DELAHOZBU	

COVERAGES **CERTIFICATE NUMBER:** 286736472 **REVISION NUMBER:**

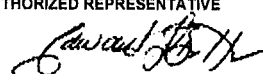
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	GL21095700702	9/1/2025	9/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	CA21215920302	9/1/2025	9/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC21095710801	9/1/2025	9/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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)
The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing contact person shown above.

When required by written contract, those parties listed in said contract, including the Certificate Holder, are added as an Additional Insureds with respect to the General Liability and Auto Liability as afforded by the policy and/or endorsements.

When required by written contract, a Waiver of Subrogation, with respect to the General Liability, Auto Liability, and Worker's Compensation, is granted to those See Attached...

CERTIFICATE HOLDER The Town of Indian River Shores Florida 6001 Highway A1A Indian River Shores FL 32963	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 
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THE TOWN OF INDIAN RIVER SHORES

AGENDA ITEM

TO: Town Council

FROM: James Harpring, Town Manager

DATE: June 16, 2026

SUBJECT: Approval of 2026/2027 Employee Health Benefits

BACKGROUND:

Staff coordinated with health insurance consultant Brown & Brown to secure a health insurance benefit renewal bid for medical, dental, vision, long term disability, group life / accidental death & dismemberment (AD&D), and health reimbursement accounts.

The recommended proposal bundles all benefits under a single provider – Florida Blue. There are no changes to benefits and no increased cost for employees. Changes are detailed below:

STAFF RECOMMENDATIONS:

Overall

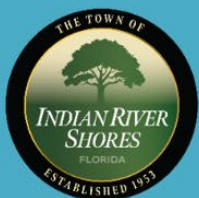
Renewal of health insurance benefits on all lines – medical, dental, vision, life/AD&D, long term disability - with no change in benefits and no increased employee cost will result in an increase of 14.9%. Total cost for all lines is \$819,567.

1. Medical

Annualized Change	\$133,340
Annualized Change	16.5%

2. FCL Florida Blue Dental

Annualized Change	\$6,026
Annualized Change	29%



6001 Highway A1A • Indian River Shores, FL 32963 • (772) 231-1771 • www.irshores.com

Providing a high level of personal service with integrity and professionalism to ensure an unparalleled quality of life.

3. Vision

Annualized Change	\$476
Annualized Change	10%

4. Group Life, and Accidental Death and Dismemberment (AD&D)

Annualized Change	0%
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5. Long-term Disability

Annualized Change	-16%
Annualized Change	-\$3,764

6. Health Reimbursement Account

Annualized Change	0%
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FUNDING:

General Fund

RECOMMENDATION:

Approve the proposed Employee Health Insurance Plan as reflected in the attached Proposal of Employee Benefits Coverage and Service – proposal date 06/10/2026.

ATTACHMENTS:

Brown & Brown Proposal of Employee Benefits, Coverage and Service

PUBLIC SECTOR

Proposal of Employee Benefits Coverage and Service

Proposal Date: 6/10/2026

Effective Date: 8/1/2026

TOWN OF INDIAN RIVER SHORES



Risk Management Associates

Brown & Brown is one of the largest and most respected independent insurance intermediaries in the nation, with over 80 years of continuous service. The Company is ranked as the sixth largest such organization in the United States by Business Insurance magazine.

Risk Management Associates, Inc., a wholly owned subsidiary of Brown & Brown, Inc., has established itself as one of the premier insurance services organizations for public entities in the United States. Our in-depth understanding of the unique risk exposures and operating environment of public entities allows us to tailor insurance products and services to effectively meet their needs. As the only independent insurance agency solely dedicated to the public entity market, we are uniquely qualified to meet and exceed the expectations of our clients. Our 20 years of insuring local governments has afforded us significant experience and insight into the unique challenges and constraints that our clients face.

As a Brown & Brown company, Risk Management Associates has access to hundreds of insurance markets nationwide. The buying power and premium leverage within the organization is surpassed by few agencies.

Risk Management Associates focuses on developing innovative approaches towards managing your risk. Cost effective insurance products, professional service, and commitment to client's needs are our primary goals. Proof of account satisfaction is reflected by a 97% business retention rate.

Employee Benefits is just one area of expertise we can provide. Our benefit programs include

Medical, Dental, Vision, Cobra, Life, Disability and Section 125 pre-tax reimbursement accounts just to name a few. We are able to provide fully insured programs for employers of all sizes and self funded programs to meet the special needs of employers interested in that type of arrangement. In addition to providing the insurance programs, we assist in the design, cost-containment, management and development of your employee benefit package.

All Employee Benefit clients are assigned an "In House" Employee Benefits Specialist to assist with Billing, Claims, Eligibility, Enrollment, or any other issues or questions that arise.

For our clients that opt for self insured programs, we not only provide the mentioned above, but also supply detailed reports to help you monitor your program closely. We also place the reinsurance, help design a plan to meet your needs and work closely with you and the Third Party administrator during the implementation as well as throughout the year to ensure the plan operates smoothly.

As for property and casualty, Risk Management Associates is a recognized leader in the area of professional liability, governmental and municipal insurance programs, pollutions liability and many other specialized areas of risk. All property and casualty clients are assigned an "In-House" Public Risk Specialist.

Commitment to Our Clients

The Employee Benefits Division at Pubic Risk Insurance Advisors is focused on providing you with the best products at the most competitive rates possible. We ensure a very high level of customer service by remaining involved with you after the plan's effective date.

In addition to the Risk Management Associates Employee Benefits Advisor, all clients are assigned a team of dedicated service and marketing professionals committed to fast, efficient and friendly service during plan renewal and every other day of the year.

- We provide assistance with carriers to resolve any issues concerning policy administration, claims and billing.
- We provide expertise in designing, analyzing, and maintaining an employee benefits program that will help you attract and retain quality employees.
- We provide timely guidance on local and national trends in employee benefits and in the carrier marketplace.

As part of the 6th largest insurance broker in the country (as determined by Business Insurance magazine) we have the resources to partner with clients of all sizes and industries to maximize benefits and contain costs. The Employee Benefits Division in Daytona Beach, FL is fully automated and highly efficient in marketing plan renewals and new business. We have access to all local and national carriers, third party administrators, and other specialists in the employee benefits industry including:

Medical · Dental · Vision · Life · Disability Plans · Cafeteria Plans · 401(k) Plans · Self-funded and Partially Self-funded arrangements · Employee Assistance Programs · Voluntary (employee-paid) Long-Term Disability, Short-Term Disability, Dental and Accident & Sickness plans.

Phone

(386) 252-6176
(386) 845-9229 - Fax

Address

Brown & Brown
300 North Beach Street
Daytona Beach, FL 32114

Website

Bbrown.com

NYSE Listed: BRO

Retail Compensation Disclosure

Brown & Brown entities (“we”) receive commissions and fees from insurance carriers and other vendors as part of our compensation for placing and servicing your policies and products. Commissions are generally a percentage of the total premium and may be based on a schedule. In some cases, we may also receive direct compensation from the plan or the plan sponsor (service and/or consulting fees).

In addition to commissions and fees paid to Brown & Brown by insurance or reinsurance carriers or third-party vendors as mentioned above, Brown & Brown entities may also receive supplemental and/or bonus compensation from the carrier or vendor based on new sales volume or retention, for example. Such supplemental and/or bonus compensation may consist of guaranteed override income based on our agency’s business production and retention with the carrier or vendor, general agency fees, and/or sales or retention bonuses and is partially derived from your premium dollars, after being combined (or “pooled”) with the premium dollars of other insureds that have purchased similar types of coverage. Brown & Brown may not know in advance if such a supplemental and/or bonus payment will be made by a particular carrier or vendor, or the amount of any such payments until the underwriting year is closed.

Brown & Brown entities may also receive invitations to programs sponsored and paid for by insurance carriers or other vendors to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may also receive non-monetary compensation (including but not limited to the value of travel, meals and entertainment expenses associated with such meetings, gifts, tickets for sporting and entertainment events and awards). Such compensation allocated to your policy is not normally expected to equal or exceed a sum of \$250.00 in aggregate, when all non-monetary compensation items received are combined.

Brown & Brown entities may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may collect and remit premiums on behalf of the carrier or vendor and may earn and retain interest on premiums or administrative fees you pay from the date we receive them until the date remitted to the carrier or vendor.

If an intermediary is utilized in the placement of coverage, the intermediary may or may not be owned in whole or part by Brown & Brown, Inc. or its subsidiaries. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the carrier or other vendor, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to: underwriting, quoting, plan implementation assistance, claims advocacy and eligibility administration services. . Compensation paid for those services is either derived from your premium payment, which may on average be up to 15% of the premium you pay for coverage and may include additional fees charged by the intermediary or is paid to the Wholesaler/Managing General Agent via override.

Questions and Information Requests. Should you have any questions, or require additional information, please contact this office at (386) 252-6176 or, if you prefer, submit your question or request online at <http://www.bbinsurance.com/customerinquiry/>

Disclaimers & Disclosures

- The analysis of the following plans is a summary. Please refer to the policy certificate for a full list of coverage and exclusions.
 - The rates and benefits in this proposal are based upon underwriting factors which include, but are not limited to, the census provided, the effective date shown, the status of employees/dependents (i.e. actively at work, COBRA, FMLA), final enrollment, etc. If any of the aforementioned changes prior to the proposed effective date, the final provisions, including rates, for these plans may vary or result in the proposed plan to be withdrawn.
 - If you select to change carriers, any existing plans with other carriers should not be cancelled until advised by Brown & Brown.
 - This proposal may not be a complete listing of all available benefit options. Different benefit levels may be available.
 - This presentation is the proprietary work product of Brown & Brown and is not authorized for further use or distribution
 - All insurance carriers have their own operating procedures. A change in carrier could affect certain benefits and coverage.
- Brown & Brown representatives are available to explain any items presented. It is assumed that the recipients of this proposal will seek an explanation of any items that may be in question.
- Brown & Brown representatives may from time to time provide guidance regarding certain requirements affecting health plans, including the requirements of federal and state health care reform legislation. Such guidance is based on good-faith interpretation of laws and regulations currently in effect, and is not intended to be a substitute for legal advice. Employers should contact their own legal counsel for advice regarding legal requirements.
 - The network provider/facility lists obtained via paper directories or carrier websites may contain providers and facilities that are no longer participating in the insurance carriers' networks. We cannot be responsible for any changes to the provider/facility listings that are not reflected. To ensure that a specific provider or facility is still participating in the provider's preferred network, we recommend contacting the provider/facility directly.
 - Failure to adhere to provisions of the Affordable Care Act (such as pay-or-play, employer reporting requirements, benefit mandates, etc.) may result in significant fees and penalties to the employer. For a more comprehensive explanation of what fees and penalties may apply to you, you may contact your Brown & Brown representative at any time.
 - You are required to comply with Health Care Reform's Summary of Benefits & Coverage (SBC) distribution guidelines, which include requirements for SBC distribution at the plan renewal date. If an employee must enroll to continue coverage, the SBC must be provided when open enrollment materials are distributed. If enrollment materials are not distributed, employees must receive an SBC by the first day they are eligible to enroll. For insured plans, if coverage continues automatically for the next year, the SBC must be provided at least 30 days before the beginning of the new plan year. If the policy is not issued by that date, the SBC must be provided within seven business days once the information is available. Please refer to the Department of Health & Human Services' (HHS) official guidance for complete details regarding renewal and other SBC distribution guidelines.

NOTICE OF CARRIER FINANCIAL STATUS

Please be advised that Brown & Brown does monitor carriers rated less than A- or non-rated on an ongoing basis. However, because Brown & Brown cannot certify the financial soundness or stability of any insurance company or alternative risk transfer entity, or otherwise predict whether the financial condition of a company might improve or deteriorate, we encourage you to review the financial information for each carrier at AM Best's website (www.ambest.com), a state department of insurance website, the applicable carrier website and/or with your accountant, legal counsel and other advisors.

If you need assistance identifying the applicable issuing carriers for your current coverage, renewal coverage, or the coverage options being presented to you, please feel free to contact us at (386) 252-6176 for assistance. Alternative quotes with an A- or better rated carrier may also be available upon your request.

*AM Best General Rating Guide

Financial Strength Rating	
<u>A++</u> , <u>A+</u>	Superior
<u>A</u> , <u>A-</u>	Excellent
<u>B++</u> , <u>B+</u>	Good
<u>B</u> , <u>B-</u>	Fair
<u>C++</u> , <u>C+</u>	Marginal
<u>C</u> , <u>C-</u>	Weak
<u>D</u>	Poor
<u>E</u>	Under Regulatory Supervision
<u>F</u>	In Liquidation
<u>S</u>	Suspended

Financial Size Category (in Thousands)			
Class I	Up to	\$1,000	
Class II	\$1,000	to	\$2,000
Class III	\$2,000	to	\$5,000
Class IV	\$5,000	to	\$10,000
Class V	\$10,000	to	\$25,000
Class VI	\$25,000	to	\$50,000
Class VII	\$50,000	to	\$100,000
Class VIII	\$100,000	to	\$250,000
Class IX	\$250,000	to	\$500,000
Class X	\$500,000	to	\$750,000
Class XI	\$750,000	to	\$1,000,000
Class XII	\$1,000,000	to	\$1,250,000
Class XIII	\$1,250,000	to	\$1,500,000
Class XIV	\$1,500,000	to	\$2,000,000
Class XV	\$2,000,000	or	Greater

Marketing Summary

Product Line	Carrier	Carrier Web Site	Results
Group Medical	Blue Cross Blue Shield of FL, Inc.	www.bcbsfl.com	Current / Renewal
Group Dental	Florida Combined Life Insurance Company, Inc. Guardian Life Insurance Company of America Humana Insurance Company, Inc. Standard Insurance Company	floridabluedental.com www.guardianlife.com www.humana.com www.standard.com	Proposal Current / Renewal Not competitive Proposal
Group Vision	Blue Cross Blue Shield of FL, Inc. Guardian Life Insurance Company of America Humana Insurance Company, Inc. Standard Insurance Company	www.bcbsfl.com www.guardianlife.com www.humana.com www.standard.com	Proposal Not competitive Not competitive Did not quote
Life / AD&D	Guardian Life Insurance Company of America Humana Insurance Company, Inc. Standard Insurance Company USABLE Life	www.guardianlife.com www.humana.com www.standard.com USABLELife.com	DTQ due to police/fire/retirees DTQ due to police/fire/retirees Proposal Current
Disability	Guardian Life Insurance Company of America Humana Insurance Company, Inc. Standard Insurance Company USABLE Life	www.guardianlife.com www.humana.com www.standard.com USABLELife.com	DTQ due to police/fire/retirees DTQ due to police/fire/retirees Current / Renewal (Voluntary STD proposal - new line) Proposal (Voluntary STD proposal - new line)
HRA	UpSwing Compliance & Technology Solutions	upswing.healthcareportal.com	Current (rates do not increase)

Medical Renewal History

Effective Date	Current		Initial Renewal		Final Renewal		Differential	Action	Financing Strategy
	Carrier	Premium	Premium	%	Premium	%			
8/1/2021	UHC	\$445,779	\$516,768	16%	\$478,632	7%	\$38,136	Renewed with FL Blue	Fully Insured
8/1/2022	FL Blue	\$478,632	\$537,451	12%	\$506,143	6%	\$31,308	Renewed Same Carrier	Fully Insured
8/1/2023	FL Blue	\$537,416	\$657,797	22%	\$612,653	14%	\$45,144	Renewed Same Carrier	Fully Insured
8/1/2024	FL Blue	\$546,389	\$744,140	36%	\$676,491	24%	\$67,649	Renewed Same Carrier	Fully Insured
8/1/2025	FL Blue	\$984,990	\$1,106,555	12%	\$984,990	0%	\$121,565	Renewed Same Carrier	Fully Insured

Total Differential	\$303,802
Differential per Year	\$60,760
Year over Year Change	10.2%

Medical

Executive Summary of Medical & Prescription Drug Coverage

Town of Indian River Shores
August 1, 2026 - July 31, 2027

		CURRENT	RENEWAL				
		Florida Blue BlueOptions Predictable Cost 05786	Florida Blue BlueOptions Predictable Cost 05786				
Benefit Comparison		In-Network	In-Network				
Annual Individual / Family Deductible		\$1,000 \$3,000	\$1,000 \$3,000				
Embedded or Aggregate Deductible		Embedded	Embedded				
Coinsurance		0%	0%				
Annual Out-of-Pocket Maximum		\$4,000 \$8,000	\$4,000 \$8,000				
Preventive Benefit		No charge	No charge				
Office Visits							
Primary Care		\$25	\$25				
Specialist		\$45	\$45				
Virtual Visits		\$0 Primary \$45 Specialist	\$0 Primary \$45 Specialist				
Urgent Care		\$50	\$50				
Emergency Room		Physician services: Deductible Facility:\$250	Physician services: Deductible Facility:\$250				
Hospital Services In-Patient		Physician services: Deductible Facility: \$500 per day - \$1,500 max	Physician services: Deductible Facility: \$500 per day - \$1,500 max				
Outpatient Diagnostic X-Ray & Lab Services		\$0 Lab \$50 X-Ray	\$0 Lab \$50 X-Ray				
Major Lab - MRI, PET Scan, CAT Scan		Physician Office: \$250 Independent Diagnostic Testing Center: \$350	Physician Office: \$250 Independent Diagnostic Testing Center: \$350				
Annual Prescription Deductible		N/A	N/A				
RX - Tier 1 / Tier 2 / Tier 3		\$10 \$50 \$80	\$10 \$50 \$80				
RX - Specialty		Subject to cost share based on applicable tier	Subject to cost share based on applicable tier				
RX Mail Order - 90 Day Supply		2.5x's Copay (Specialty Excluded)	2.5x's Copay (Specialty Excluded)				
Benefit Comparison		Non-Network	Non-Network				
Annual Individual / Family Deductible		\$2,000 \$6,000	\$2,000 \$6,000				
Coinsurance		50%	50%				
Annual Out-of-Pocket Maximum		\$8,000 \$16,000	\$8,000 \$16,000				
Per Occurrent Deductible (Inpatient/Outpatient)		N/A	N/A				
Notes	Tier	Counts	Premium	RENEWAL	REVISED RENEWAL NO SHOP	Contingent on adding dental & vision OR LTD	Contingent on adding dental, vision, and LTD
	EE Only	10	\$999.54	\$1,361.82	\$1,272.73	\$1,209.09	\$1,145.46
	EE + SP	2	\$2,278.96	\$3,104.95	\$2,901.82	\$2,756.73	\$2,611.64
	EE + CH	4	\$1,999.09	\$2,723.64	\$2,545.46	\$2,418.19	\$2,290.91
	EE + Fam	14	\$3,198.54	\$4,466.77	\$4,174.55	\$3,965.82	\$3,757.10
Cost Comparison		CURRENT	RENEWAL	REVISED RENEWAL NO SHOP	Contingent on adding dental & vision OR LTD	Contingent on adding dental, vision, and LTD	
Total Monthly Premium		\$67,329.24	\$93,257.44	\$87,156.48	\$82,798.60	\$78,440.92	
Total Annualized Cost		\$807,950.88	\$1,119,089.28	\$1,045,877.76	\$993,583.20	\$941,291.04	
Annualized Change From Current \$			\$311,138	\$237,927	\$185,632	\$133,340	
Annualized Change From Current %			38.5%	29.4%	23.0%	16.5%	

Volume and Counts are for illustrative purposes only. This proposal is a brief summary of benefits and is not intended to be a complete outline of policy provisions. Rates are subject to final enrollment, medical underwriting and effective date. Enrollment counts above do not include retirees.

Dental Renewal History

Effective Date	Current		Initial Renewal		Final Renewal		Differential	Action	Financing Strategy
	Carrier	Premium	Premium	%	Premium	%			
8/1/2021	Guardian	\$31,673	\$31,673	0%	\$31,673	0%	\$0	Renewed Same Carrier	Fully Insured
8/1/2022	Guardian	\$32,623	\$32,623	0%	\$32,623	0%	\$0	Renewed Same Carrier	Fully Insured
8/1/2023	Guardian	\$27,464	\$27,464	0%	\$27,464	0%	\$0	Renewed Same Carrier	Fully Insured
8/1/2024	Guardian	\$27,464	\$27,464	0%	\$27,464	0%	\$0	Renewed Same Carrier	Fully Insured
8/1/2025	Guardian	\$34,952	\$34,952	0%	\$34,952	0%	\$0	Renewed Same Carrier	Fully Insured

Total Differential \$0
Differential per Year
Year over Year Change

Dental

Executive Summary of Dental Coverage

Town of Indian River Shores

August 1, 2026 - July 31, 2027

			CURRENT Guardian DentalGuard Preferred			RENEWAL Guardian DentalGuard Preferred			REVISED RENEWAL Guardian DentalGuard Preferred		
Benefit Comparison			In-Network			In-Network			In-Network		
Individual / Family Deductible			\$50 \$150			\$50 \$150			\$50 \$150		
Annual Benefit Maximum			\$1,500			\$1,500			\$1,500		
Rollover Provision			Yes			Yes			Yes		
Coverage Waiting Periods			None			None			None		
Preventive & Diagnostic Care Benefit			0%			0%			0%		
Basic Care Benefit			10% after deductible			10% after deductible			10% after deductible		
Major Care Benefit			40% after deductible			40% after deductible			40% after deductible		
Endodontics/Periodontics Benefit			10% after deductible			10% after deductible			10% after deductible		
Posterior Composite Fillings			Included			Included			Included		
Implant Benefit			Included			Included			Included		
Orthodontia Benefit			50% after deductible			50% after deductible			50% after deductible		
Orthodontia Lifetime Maximum Benefit			50% up to \$1,000			50% up to \$1,000			50% up to \$1,000		
Orthodontia Eligibility			Child(ren) only			Child(ren) only			Child(ren) only		
Frequencies											
Exams/Cleanings			2 per 12 months			2 per 12 months			2 per 12 months		
Fluoride			2 per 12 months; under age 14			2 per 12 months; under age 14			2 per 12 months; under age 14		
X-Rays - Bitewing/Full Mouth			1 per 12 months 1 per 36 months			1 per 12 months 1 per 36 months			1 per 12 months 1 per 36 months		
Sealants			1 per 36 months; under age 16			1 per 36 months; under age 16			1 per 36 months; under age 16		
Fillings			1 per 12 mos under age 19 1 per 36 mos age 19+			1 per 12 mos under age 19 1 per 36 mos age 19+			1 per 12 mos under age 19 1 per 36 mos age 19+		
Major Services			1 per 5 years			1 per 5 years			1 per 5 years		
Benefit Comparison			Non-Network			Non-Network			Non-Network		
Out of Network Reimbursement			90th			90th			90th		
Out of Network Reimbursement %			100% 80% 50% 50%			100% 80% 50% 50%			100% 80% 50% 50%		
Notes											
Rate Guarantee			Until 7/31/2026			1 year until 7/31/2027			1 year until 7/31/2027		
Participation Requirement			100%			100%			100%		
Notes	Tier	Counts	Premium	ER Cost	EE Cost	Premium	ER Cost	EE Cost	Premium	ER Cost	EE Cost
	EE Only	19	\$29.70	\$29.70	\$0.00	\$35.34	\$35.34	\$0.00	\$34.16	\$34.16	\$0.00
	EE + SP	7	\$61.50	\$37.64	\$23.86	\$73.19	\$44.79	\$28.40	\$70.73	\$43.29	\$27.44
	EE + CH	5	\$81.30	\$42.60	\$38.70	\$96.75	\$50.70	\$46.05	\$93.50	\$48.99	\$44.51
	EE + Fam	14	\$114.90	\$51.00	\$63.90	\$136.73	\$60.69	\$76.04	\$132.14	\$58.65	\$73.49
Cost Comparison			CURRENT			RENEWAL			REVISED RENEWAL		
Employees Pay			\$1,255.12			\$1,493.61			\$1,443.45		
Employer Pays			\$1,754.78			\$2,088.15			\$2,018.16		
Total Monthly Premium			\$3,009.90			\$3,581.76			\$3,461.61		
Total Annualized Premium			\$36,118.80			\$42,981.12			\$41,539.32		
Annual Change From Current						\$6,862.32			\$5,420.52		

Volume and Counts are for illustrative purposes only. This proposal is a brief summary of benefits and is not intended to be a complete outline of policy provisions. Rates are subject to final enrollment.

Dental

Executive Summary of Dental Coverage

Town of Indian River Shores

August 1, 2026 - July 31, 2027

	OPTION 1 The Standard Plan 1 PPO Plus			OPTION 2 The Standard Plan 2 PPO Plus			OPTION 3 Florida Combined Life (FL Blue) Blue Dental Choice Plus True Group				
Benefit Comparison	In-Network			In-Network			In-Network				
Individual / Family Deductible	\$75 Lifetime - No family maximum			\$75 Lifetime - No family maximum			\$50 \$150				
Annual Benefit Maximum	\$1,500			\$2,000			\$1,500				
Rollover Provision	Yes			Yes			Yes				
Coverage Waiting Periods	None			None			None				
Preventive & Diagnostic Care Benefit	0%			0%			0%				
Basic Care Benefit	10% after deductible			10% after deductible			10% after deductible				
Major Care Benefit	40% after deductible			40% after deductible			40% after deductible				
Endodontics/Periodontics Benefit	10% after deductible			10% after deductible			10% after deductible				
Posterior Composite Fillings	Included			Included			Included				
Implant Benefit	Included			Included			Included				
Orthodontia Benefit	50% after deductible			50% after deductible			50% after deductible				
Orthodontia Lifetime Maximum Benefit	50% up to \$1,000			50% up to \$1,000			50% up to \$1,000				
Orthodontia Eligibility	Child(ren) only			Child(ren) only			Child(ren) only				
Frequencies	2 per 12 months			2 per 12 months			2 per benefit period				
Exams/Cleanings	2 per 12 months; age 13 and under			2 per 12 months; age 13 and under			2 per benefit period, under age 14				
Fluoride	1 per 12 months 1 per 3 years			1 per 12 months 1 per 3 years			Once per benefit period Once in any 36 consecutive month benefit period				
X-Rays - Bitewing/Full Mouth							Under age 16				
Sealants	age 15 and under			age 15 and under			One per tooth per 12 months				
Fillings	1 per 12 months			1 per 12 months			One per 60 months (implants age 16+ 1 per tooth per lifetime)				
Major Services	1 per 5 years			1 per 5 years							
Benefit Comparison	Non-Network			Non-Network			Non-Network				
Out of Network Reimbursement	90th			90th			90th				
Out of Network Reimbursement %	100% 80% 50% 50%			100% 80% 50% 50%			100% 80% 50% 50%				
Notes											
Rate Guarantee	1 year until 7/31/2027			1 year until 7/31/2027			2 years until 7/31/2028				
Participation Requirement	60%			60%			50%				
Notes	Tier	Counts	Premium	ER Cost	EE Cost	Premium	ER Cost	EE Cost	Premium	ER Cost	EE Cost
	EE Only	19	\$34.04	\$34.04	\$0.00	\$36.53	\$36.53	\$0.00	\$38.20	\$38.20	\$0.00
	EE + SP	7	\$68.60	\$41.99	\$26.61	\$73.91	\$45.24	\$28.67	\$79.10	\$48.41	\$30.69
	EE + CH	5	\$88.01	\$46.12	\$41.89	\$93.07	\$48.77	\$44.30	\$104.56	\$54.79	\$49.77
	EE + Fam	14	\$122.58	\$54.41	\$68.17	\$130.22	\$57.80	\$72.42	\$147.78	\$65.59	\$82.19
Cost Comparison	OPTION 1			OPTION 2			OPTION 3				
Employees Pay	\$1,350.17 8%			\$1,436.12 14%			\$1,614.28 29%				
Employer Pays	\$1,932.96 10%			\$2,063.75 18%			\$2,256.94 29%				
Total Monthly Premium	\$3,283.13 9%			\$3,499.87 16%			\$3,871.22 29%				
Total Annualized Premium	\$39,397.56 9%			\$41,998.44 16%			\$46,454.64 29%				
Annual Change From Current	\$3,278.76 9%			\$5,879.64 16%			\$10,335.84 29%				

Volume and Counts are for illustrative purposes only. This proposal is a brief summary of benefits and is not intended to be a complete outline of policy provisions. Rates are subject to final enrollment.

Vision

Executive Summary of Vision Coverage

Town of Indian River Shores

August 1, 2026 - July 31, 2027

			CURRENT			OPTION 1		
			Name/network not listed on summary			Florida Blue		
						Blue Vision Plan 3 / Davis Vision		
Benefit Comparison			In-Network			In-Network		
Frequency of Service - Exam/Lenses/Frames			12 / 12 / 24			12 / 12 / 24		
Eye Exam			\$10			\$10		
Lenses								
Single			\$0			\$20		
Bifocal			\$0			\$20		
Trifocal			\$0			\$20		
Frames Allowance			\$130			\$130 + 20% off balance		
Contact Lenses in Lieu of Frames & Lenses?			Yes			Yes		
Contact Lenses Allowance								
Elective			\$150			\$130 + 15% off balance		
Medically Necessary			Covered in full			Covered in full		
Rate Guarantee			Not listed on summary			1 year until 7/31/2027		
Participation Requirement			Not listed on summary			50%		
Notes	Tier	Counts 1	Premium	ER Cost	EE Cost	Premium	ER Cost	EE Cost
	EE Only	20	\$5.71	\$5.71	\$0.00	\$4.90	\$4.90	\$0.00
	EE + SP	5	\$10.21	\$6.84	\$3.37	\$10.63	\$6.33	\$4.30
	EE + CH	4	\$10.36	\$6.87	\$3.49	\$14.70	\$7.35	\$7.35
	EE + Fam	11	\$18.20	\$8.83	\$9.37	\$21.51	\$9.05	\$12.46
Cost Comparison			CURRENT			OPTION 1		
Employees Pay			\$133.88			\$187.96		
Employer Pays			\$273.01			\$258.60		
Total Monthly Premium			\$406.89			\$446.56		
Total Annualized Premium			\$4,882.68			\$5,358.72		
Annual Change From Current						\$476.04		10%

Volume and Counts are for illustrative purposes only. This proposal is a brief summary of benefits and is not intended to be a complete outline of policy provisions. Rates are subject to final enrollment.

Basic Life & AD&D

Executive Summary of Group Life & AD&D Coverage

Town of Indian River Shores

August 1, 2026 - July 31, 2027

		CURRENT USAbLe		OPTION 1 The Standard			
Benefit Comparison		Benefit	Maximum	Guaranteed Issue	Benefit	Maximum	Guaranteed Issue
Class 1: Active Town Manager		\$100,000	\$100,000	\$100,000	Class 1: Active Members		
Class 2: Active Department Heads		\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Class 3: Union Members		\$100,000	\$100,000	\$100,000	Class 2: Retired Members		
Class 4: All Other Active Members		\$100,000	\$100,000	\$100,000	\$15,000	\$15,000	\$15,000
Class 5: Retired Town Managers		\$50,000	\$50,000	\$50,000			
Class 6: Retired Department Heads		\$20,000	\$20,000	\$20,000			
Class 7: All Other Retired Members		\$15,000	\$15,000	\$15,000			
Age Reduction Schedule		To 50% at age 70			To 50% at age 70		
Dependent Life		N/A			N/A		
Conversion		Included: All Classes			Included both Classes		
Seatbelt/Safe Driver		Included: Classes 1, 2, 3, 4			Included: Class 1		
Waiver of Premium		Included: Classes 1, 2, 3, 4			Included: Class 1		
Accelerated Death Benefit		Included: Classes 1, 2, 3, 4			Included: Class 1		
Participation Requirement		100% Full Time; 25% Retirees			100%		
Rate Guarantee		Until 7/31/2028			3 years until 7/31/2029		
Notes	Total Volume	Description		Rate	Description		Rate
Basic Life	\$3,965,000	Basic Life Rate per \$1,000 of Benefit		\$0.378	Basic Life Rate per \$1,000 of Benefit		\$0.320
AD&D	\$3,750,000	AD&D Rate per \$1,000 of Benefit		\$0.030	AD&D Rate per \$1,000 of Benefit		\$0.030
		CURRENT			OPTION 1		
Total Monthly Premium		\$1,611.27			\$1,381.30		
Total Annualized Premium		\$19,335.24			\$16,575.60		
Annual Change From Current					-\$2,759.64		-14%

Volume and Counts are for illustrative purposes only. This proposal is a brief summary of benefits and is not intended to be a complete outline of policy provisions. Rates are subject to final enrollment.

Voluntary Life & AD&D

Executive Summary of Voluntary Group Life & AD&D Coverage

Town of Indian River Shores

August 1, 2026 - July 31, 2027

	OPTION 1 The Standard								OPTION 2 USable Life (FL Blue)			
Benefit Comparison	Description								Description			
Employee Maximum Life Benefit	\$500,000								5 times Annual Salary; not to exceed \$300,000			
Employee Benefit Increments	\$10,000								\$10,000			
Employee Guaranteed Issue Amount	\$150,000								\$80,000			
Spouse Maximum Life Benefit	\$250,000; not to exceed 100% EE's vol life amount								\$150,000; not to exceed 50% of EE's amount			
Spouse Benefit Increments	\$5,000								\$5,000			
Spouse Guaranteed Issue Amount	\$10,000								\$30,000			
Dependent Child Benefit	\$10,000								\$5,000 or \$10,000 (\$1,000 live birth - 6 months)			
Dependent Child Guaranteed Issue Amount	Full Benefit								Full Benefit			
Accelerated Death Benefit	Included; Not included for dependents								Included			
Waiver of Premium	Eligible to age 60; Waived to SSNRA; Age reductions apply; Not included for dependents								Limiting age 60/elimination period 6 mos/termination age 65			
Portability	Included								Included			
Age Reduction Schedule	to 65% at age 65 to 50% at age 70 to 35% at age 75								by 35% at age 65 by 50% at age 70			
Rate Guarantee	3 years until 7/31/2029								3 years until 7/31/2029			
Participation Requirements	27% Employee 20% Spouse 20% Children								15 enrolled			
Notes	Summary Rates - Per \$1,000 of Benefit								Summary Rates - Per \$1,000 of Benefit			
	Employee				Spouse				Employee & Spouse			
	Age	Life	AD&D	Total	Age	Life	AD&D	Total	Age	Life	AD&D	Total
00-24	0.084	0.030	\$0.114	00-24	0.061	0.035	\$0.096	00-24	\$0.050	\$0.031	\$0.081	
25-29	0.084	0.030	\$0.114	25-29	0.061	0.035	\$0.096	25-29	\$0.084	\$0.031	\$0.115	
30-34	0.079	0.030	\$0.109	30-34	0.067	0.035	\$0.102	30-34	\$0.132	\$0.031	\$0.163	
35-39	0.079	0.030	\$0.109	35-39	0.067	0.035	\$0.102	35-39	\$0.167	\$0.031	\$0.198	
40-44	0.124	0.030	\$0.154	40-44	0.101	0.035	\$0.136	40-44	\$0.182	\$0.031	\$0.213	
45-49	0.190	0.030	\$0.220	45-49	0.152	0.035	\$0.187	45-49	\$0.312	\$0.031	\$0.343	
50-54	0.297	0.030	\$0.327	50-54	0.232	0.035	\$0.267	50-54	\$0.591	\$0.031	\$0.622	
55-59	0.476	0.030	\$0.506	55-59	0.568	0.035	\$0.603	55-59	\$0.716	\$0.031	\$0.747	
60-64	0.618	0.030	\$0.648	60-64	1.118	0.035	\$1.153	60-64	\$1.261	\$0.031	\$1.292	
65-69	0.873	0.030	\$0.903	65-69	2.028	0.035	\$2.063	65-69	\$1.840	\$0.031	\$1.871	
70+	2.308	0.030	\$2.338	70+	6.835	0.035	\$6.870	70+	\$5.098	\$0.031	\$5.129	
				Children	0.200	0.035	\$0.235	Children	\$0.148	\$0.031	\$0.179	
	AD&D is Automatic when purchasing Life								AD&D is Automatic when purchasing Life			

This proposal is a brief summary of benefits and is not intended to be a complete outline of policy provisions. Rates are subject to final enrollment.

Voluntary Short Term Disability

Executive Summary of Short Term Disability Coverage

Town of Indian River Shores

August 1, 2026 - July 31, 2027

	OPTION 1 The Standard		OPTION 2 USAbLe	
Benefit Comparison	Description		Description	
Maximum Weekly Benefit	60% of weekly payroll up to \$2,500 maximum		60% of weekly payroll up to \$2,000 maximum	
Day Benefits Begin - Accident / Sickness	8th day 8th day		8th day 8th day	
Maximum Benefit Duration	90 days		13 weeks	
Pre-Existing Condition Limitations	None		None	
Guaranteed Issue	Yes		Yes	
Rate Guarantee	1 year until 7/31/2027		3 years until 7/31/2029	
Participation Requirements	27%		15%	
Notes	Age	Rate Per \$10 of benefit	Age	Rate Per \$10 of benefit
	00-24	\$0.135	00-19	\$0.724
	25-29	\$0.183	25-29	\$0.786
	30-34	\$0.202	30-34	\$0.332
	35-39	\$0.159	35-39	\$0.353
	40-44	\$0.165	40-44	\$0.633
	45-49	\$0.194	45-49	\$0.675
	50-54	\$0.209	50-54	\$0.738
	55-59	\$0.305	55-59	\$1.225
	60-64	\$0.315	60-64	\$1.060
	65-69	\$0.374	65-69	\$1.416
	70+	\$0.380	70-74	\$1.416

This proposal is a brief summary of benefits and is not intended to be a complete outline of policy provisions. Rates are subject to final enrollment.

Long Term Disability

Executive Summary of Long Term Disability Coverage
 Town of Indian River Shores
 August 1, 2026 - July 31, 2027

Long Term Disability - All		CURRENT Standard		RENEWAL Standard		ALTERNATE 1 Standard			OPTION 1 USable		
Benefit Comparison		Description		Description		Description			Description		
Monthly Benefit Maximum		60% of monthly payroll up to \$5,000 maximum		60% of monthly payroll up to \$5,000 maximum		60% of monthly payroll up to \$8,000 maximum			60% of monthly payroll up to \$8,000 maximum		
Elimination Period		90 Days		90 Days		90 Days			90 Days		
Benefit Duration		SSNRA		SSNRA		SSNRA			SSNRA		
Occupation Period		24 Month Own Occ		24 Month Own Occ		24 Month Own Occ			24 Month Own Occ		
Mental Illness/Substance Abuse Limitation		24 Months		24 Months		24 Months			24 Months		
Pre-Existing Condition Limitations		3/12		3/12		3/12			3/12		
Return to Work Incentive		Included		Included		Included			Included		
Rehabilitation Benefit		Included		Included		Included			Included		
Worksite Modification		Included		Included		Included			Included		
Employer Contribution		100%		100%		100%			100%		
Participation Requirements		100%		100%		100%			100%		
Rate Guarantee		Until 7/31/2026		1 year until 7/31/2027		1 year until 7/31/2027			3 years until 7/31/2029		
Notes	Monthly Covered Payroll	Description	Rate	Description	Rate	Monthly Covered Payroll	Description	Rate	Monthly Covered Payroll	Description	Rate
	\$275,846	Rate per \$100 of Payroll	\$0.690	Rate per \$100 of Payroll	\$0.690	\$310,128	Rate per \$100 of Payroll	\$0.690	\$310,128	Rate per \$100 of Payroll	\$0.515
Cost Comparison		CURRENT		RENEWAL		ALTERNATE 1			OPTION 1		
Total Monthly Premium		\$1,903.34		\$1,903.34		\$2,139.89			\$1,597.16		
Total Annualized Premium		\$22,840.08		\$22,840.08		\$25,678.63			\$19,165.94		
Annual Dollar Change From Current				\$0.00 0%		\$2,838.55 12%			-\$3,674.15 -16%		

Volume and Counts are for illustrative purposes only. This proposal is a brief summary of benefits and is not intended to be a complete outline of policy provisions. Rates are subject to final enrollment.

Health Reimbursement Account

Executive Summary of Health Reimbursement Account Coverage

Town of Indian River Shores

August 1, 2026 - July 31, 2027

	CURRENT Upswing	
Benefit Comparison		
Initial Set-up Fee	\$0	
Annual Renewal Fee	\$0	
Minimum Monthly Amount	\$50	
Rate Guarantee	N/A - Rates do not increase	
Plan Rates	#	Rate per Employee Per Month
Enrolled Employees	30	\$4.50
Cost Comparison	CURRENT	
Total Annualized Premium (Y1)	\$1,620	
Total Annualized Premium	\$1,620	

Notes	
Debit Card	Yes
Replacement Card Fee	\$5
Online Portal Support	Yes
Debit Cards Provided	1

Counts are for illustrative purposes only. This proposal is a brief summary of benefits and is not intended to be a complete outline of policy provisions. Rates are subject to final enrollment.



THE TOWN OF INDIAN RIVER SHORES

AGENDA ITEM

TO: Town Council

FROM: James Harpring, JD
Town Manager

DATE: June 11, 2026

SUBJECT: Ordinance No. 595 - Penalties

BACKGROUND:

The Town has adopted certain regulations related to signs. Proposed amendments to the ordinance will add definitions and a penalty structure for clarity in administration.

RECOMMENDATION:

Approve Ordinance No. 595 on Second Reading

ATTACHMENTS :

Ordinance No. 595 - Signs



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Providing a high level of personal service with integrity and professionalism to ensure an unparalleled quality of life.

ORDINANCE NO. 595

AN ORDINANCE OF THE TOWN OF INDIAN RIVER SHORES AMENDING CHAPTER 164. SIGNS OF THE TOWN'S CODE OF ORDINANCES AMENDING SECTION 164.00 DEFINITIONS; ADDING SEC. 164.06 TEMPORARY SIGNS (D) ADVERTISING SIGN OR STRUCTURE; ADDING SEC. 164.15 VIOLATIONS AND SECTION 164.16 PENALTIES PROVIDING FOR APPLICABILITY AND INCLUSION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN ECONOMIC IMPACT ESTIMATE; PROVIDING FOR SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 164, Code of Ordinance, regulates the placement of signs within the Town and is being amended to regulate advertising signs, outline enforcement actions and establish penalties for violations of the code; and

NOW THEREFORE, BE IT ORDAINED by the Town Council of the Town of Indian River Shores, Florida:

SECTION 1. Revisions

Sec. 164.00 Definitions.

Sign

(7). Sign. Advertising sign or structure. A sign or structure installed for advertising purposes, with or without any advertisement display thereon, situated upon or attached to real property upon which any poster, bill printing, painting, device or other advertisement of any kind whatsoever may be placed, posted, painted, tacked, nailed, or otherwise fastened, affixed, or displayed; provided, however, that such term shall not include buildings.

Sec. 164.06. Temporary Signs.

(D). Advertising sign or structure
Signs or structures installed for advertising purposes situated or attached upon real property are prohibited.

Sec. 164. 15 . - Violation

Signs placed on public property in violation of Chapter 164 or any other ordinance, including temporary signs placed on public property in violation of Section 164.06 may be immediately removed by the Town. Such signs need not be stored and may be immediately and permanently disposed of by the Town, provided, however, that if the sign is determined by the Town, in its sole discretion, to have an approximate value of \$500.00 or more, and

bears the name, address, and phone number of the owner, The Town shall attempt to notify the sign owner and/or business and the sign shall be removed by the owner and/or business, or retrieved at the Town Hall within five business days of notification. If the sign is not timely removed or retrieved from the Town Hall, or the Town cannot make contact with the owner and/or business after a reasonable attempt, the Town may dispose of the sign in any manner deemed appropriate by the Town. Nothing in this chapter shall prevent the Town from taking any other lawful action consistent with the ordinances of the Town as well as the state statutes necessary to prevent or remedy any violation.

Sec. 164.16. - Penalty for violation of chapter.

Unless otherwise specified, any person or business who shall violate any of the terms, provisions or conditions of this chapter shall, be punished by a fine as follows:

- First Offense: _____ Warning
- Second offense: _____ \$100.00
- Repeat offenses thereafter: _____ \$500.00

SECTION 2. Business Impact Statement

Pursuant to Section 166.041 (4), Florida Statutes, the Town is required to prepare a business impact estimate for this proposed ordinance. The proposed ordinance does not fall within one of the identified exceptions for a Business Impact Estimate. However, there is no direct economic on private, for-profit businesses in the by this proposed ordinance. The purpose of Ordinance No. 594 is to safeguard the public health, safety and welfare of the residents of the Town by ensuring the administrative and operational structure of the Town is commensurate with the needs of the residents.

SECTION 3. Conflicts

All ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed to the extent of the conflict.

SECTION 4. Severability

In the event that any portion of this Ordinance is determined to be invalid, illegal, or unconstitutional by a court of competent jurisdiction, such a decision shall in no matter affect the remaining portions of sections of this Ordinance which shall remain in full force and effect.

SECTION 5. Effectivity

This Ordinance shall take effect as provided by state law within ten (10) days of adoption.

1st Reading: May 28, 2026

Published: June 7, 2026

2nd Reading: June 22, 2026

I HEREBY CERTIFY that the foregoing Ordinance was approved by the Town Council of the Town of Indian River Shores, Florida, upon second and final reading this 22nd day of June, 2026.

Brian T. Foley, Mayor

Attest:

Janice C. Rutan, Town Clerk



THE TOWN OF *INDIAN RIVER SHORES*

AGENDA ITEM

TO: Town Council

FROM: James Harpring, JD
Town Manager

DATE: June 11, 2026

SUBJECT: Ordinance No. 596 – Town Seal

BACKGROUND:

The Town of Indian River Shores has implemented a new Town Seal. Formal action through enactment of Ordinance No. 596 by the Town Council is requested to protect and regulate use of the Town Seal.

RECOMMENDATION:

Approve Ordinance No. 596 on Second Reading

ATTACHMENTS :

Ordinance No. 596 – Town Seal



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ORDINANCE NO. 596

AN ORDINANCE OF THE TOWN OF INDIAN RIVER SHORES AMENDING TITLE III – ADMINISTRATION ARTICLE 1. GENERAL PROVISIONS BY ADDING SECTION 30.03 DESIGNATING A TOWN SEAL PROVIDING FOR APPLICABILITY AND INCLUSION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN ECONOMIC IMPACT ESTIMATE; PROVIDING FOR SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Title III, Administration of the Town Code of Ordinances, Article I, General Provisions establishes departments within the Town and general responsibilities of those departments; and

WHEREAS, Title III, Administration of the Town Code of Ordinances, Article I, General Provisions is being amended to include the designation of a Town Seal and;

WHEREAS, the former Town Seal, or close imitations of it, had been used by multiple outside agencies, Ordinance No. 596 will formally adopt protections to maintain the integrity of the Town’s official symbol.

NOW THEREFORE, BE IT ORDAINED by the Town Council of the Town of Indian River Shores, Florida:

SECTION 1. Revisions

Sec. 30.03 Designation of the Town Seal

(a) Designation. The image of the seal shown on Exhibit "A" attached hereto and made a part hereof, with or without the legend "Town of Indian River Shores," is hereby designated the official Town Seal for the Town of Indian River Shores.

(b) Custodian. The Town Clerk shall be the custodian of the Town Seal and, the Town Clerk, or designee, shall be authorized to affix the Seal to documents for the purposes of attesting, certifying or otherwise formalizing any ordinance, resolution, record, letter or other document or preparing official certified copies of same. The Town Clerk is hereby authorized to permit facsimiles or reproductions of the official Town Seal for municipal purposes, including, but not exclusive of, town and public officials stationary, business cards, proclamations, certificates, official record books, code books, and forms, badges and pins and all other promotional material to be used by the Town for municipal purposes.

(c) Use prohibition/restrictions. No person shall manufacture, use, display, or otherwise employ any facsimile or reproduction of the Town Seal except by Town officials, agents or employees in the performance of their official duties, without the express approval of the Town Manager. Any unauthorized use shall constitute a violation of this provision and may be punished by a court of competent jurisdiction up to the maximum penalty permitted by law.

SECTION 2. Business Impact Statement

Pursuant to Section 166.041 (4), Florida Statutes, the Town is required to prepare a business impact estimate for this proposed ordinance. The proposed ordinance does not fall within one of the identified exceptions for a Business Impact Estimate. However, there is no direct economic on private, for-profit businesses in the by this proposed ordinance. The purpose of Ordinance No. 596 is to safeguard the public health, safety and welfare of the residents of the Town by ensuring an Official Town Seal is designated and not subject to misuse or misrepresentation.

SECTION 3. Conflicts

All ordinance or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed to the extent of the conflict.

SECTION 4. Severability

In the event that any portion of this Ordinance is determined to be invalid, illegal, or unconstitutional by a court of competent jurisdiction, such a decision shall in no matter affect the remaining portions of sections of this Ordinance which shall remain in full force and effect.

SECTION 5. Effectivity

This Ordinance shall take effect upon adoption.

1st Reading: May 28, 2026

Published: June 7, 2026

2nd Reading: June 22, 2026

I HEREBY CERTIFY that the foregoing Ordinance was approved by the Town Council of the Town of Indian River Shores, Florida, upon second and final reading this 22nd day of June, 2026.

Brian T. Foley, Mayor

Attest:

Janice C. Rutan, Town Clerk

EXHIBIT A





THE TOWN OF
INDIAN RIVER SHORES

MEMORANDUM

TO: Town Council

FROM: James Harpring, JD
Town Manager

DATE: June 16, 2026

SUBJECT: Ordinance 597 - Amendment to Sections 162.00, 162.07, and 162.08
Parking in Residential Areas

BACKGROUND:

Subsequent to increased resident inquires, the Town Council directed a community meeting be held to discuss current restrictions on parking pickup trucks in residential areas. This meeting took place on May 19th. At the May 28, 2026, Town Council Meeting, Town Council directed staff to draft an ordinance rescinding the current restrictions.

The proposed ordinance language would remove the prohibition on parking trucks as defined in the ordinance on residential properties after 7:00 PM and before 7:00 AM.

Attachment: Ordinance 597



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ORDINANCE NO. 597

AN ORDINANCE OF THE TOWN OF INDIAN RIVER SHORES AMENDING SECTION 162.00 DEFINITIONS; AMENDING SECTION 162.07 PARKING IN RESIDENTIAL AREAS; AMENDING SECTION 162.08 OTHER VEHICLES BESIDES LICENSED AUTOMOBILES; PROVIDING FOR APPLICABILITY AND INCLUSION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN ECONOMIC IMPACT ESTIMATE; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 162, Code of Ordinances, regulates parking in residential areas, and;

WHEREAS, the Town Council desires to amend the Code of Ordinances to provide additional definitions, regulate parking and enforcement actions and establish penalties for violations of the code; and

NOW THEREFORE, BE IT ORDAINED by the Town Council of the Town of Indian River Shores, Florida:

SECTION 1. Revisions

Chapter 162 - PARKING AND LOADING

Sec. 162.00. - Definitions.

Commercial lettering. Letters, numbers, symbols or combinations thereof which advertise a trade, business, industry or other activity for profit, or a product, commodity or service, whether or not for profit or other nonpersonal use of any kind. The term shall not include bumper stickers, decals required for parking or other regulated activity, personalized license plates or vanity plates.

Commercial vehicles. Any vehicle which either has commercial lettering or which otherwise displays evidence of a commercial or nonpersonal use, including, but not limited to, racks; cabinet boxes; tools and/or cargo, visible from the street or abutting property or which exceeds the height of the bed of a truck or which extends beyond or above the tailgate. Commercial vehicles may include, but are not limited to, automobiles, vans, trucks, pickups, box trucks, tractor trucks, panel trucks, delivery wagons/trucks, agricultural vehicles, dump trucks, wreckers, semitrailers, trailers, tractor cranes, power shovels, buses, taxis, limousines, non-emergency ambulances, and hearses.

Nonstandard vehicles. All passenger vehicles not defined as standard vehicles shall be considered nonstandard vehicles. Nonstandard vehicles include those that have been manufactured or altered for a purpose other than, or in addition to, private

conveyance of drivers and passengers on roadways and those that have been individually designed, individually manufactured or individually altered to feature nonstandard bodies, seats, windows, sides or other characteristics. Nonstandard vehicles also include those that provide plumbing, cooking, refrigerator, living, conduct of business or trade, recreation, towing, hauling, trailering, delivering, camping or sleeping facilities. Nonstandard vehicles include commercial vehicles, recreational vehicles or RVs, trailers, campers, travel trailers, mobile homes, travel cars, dune buggies, swamp buggies, agricultural vehicles, tractors, or vehicles with passenger-conveying forward cabs and open or enclosed rear compartments, flatbeds, or areas intended or used for purposes other than conveying passengers. An otherwise standard vehicle that has been modified or altered to display commercial lettering shall be considered and classified as a nonstandard vehicle.

Private passenger van or private passenger pickup truck. Any private passenger van, or private passenger pickup truck having a net weight of 8,000 pounds or less, and used solely for personal activities; however, any such vehicle with commercial lettering or which otherwise displays evidence of a commercial or nonpersonal use, including, but not limited to, racks; cabinet boxes; tools and/or cargo, visible from the street or abutting property or which exceeds the height of the bed of a truck or which exceeds beyond or above the tailgate, for the purpose of this article, shall be determined to be a commercial vehicle regardless of the vehicle weight.

Restricted vehicles. All vehicles that are not defined as standard passenger vehicles, including but not limited to, commercial vehicles, nonstandard vehicles, and inoperable vehicles. Restricted vehicles also include vehicles greater than seven feet in height, having more than two axles, or having more than four tires regardless of whether it is otherwise defined as a standard vehicle.

Standard vehicles. Only those motor vehicles whose function is private conveyance of drivers and passengers on roadways and only those that are complete, bona fide, factory-designed vehicles with complete, bona fide, factory-designed bodies, seats, windows and standard windowed sides shall be considered standard vehicles. Standard vehicles are commonly known as sedans, coupes, convertibles, sport utility vehicles (SUVs), mini-vans, and station wagons and are manufactured in size classes standard, semi-compact, compact and sub-compact. Standard vehicles include private passenger vans and private passenger pickup trucks as defined above.

Sec. 162.07. Parking in residential areas

- (A) *Parking in residential areas.* It shall be unlawful for any person to park any commercial vehicle, nonstandard vehicle or restricted vehicle as defined herein ~~vehicle displaying advertising signs or any truck (including pickup truck), trailer, commercial vehicle or recreational vehicle~~ in or upon any property, public or

private, in any area of the Town in a residential district. This prohibition, however, shall not apply in the following cases:

- (1) Vehicles which are entirely enclosed within the confines of an enclosed garage; ~~provided however that not more than one commercial vehicle shall be stored in a garage.~~
- (2) Trucks (including pickup trucks) that are entirely located upon the driveway ~~between the hours of 7:00 a.m. to 7:00 p.m., excluding Sundays and holidays.~~
- (3) Vehicles used by licensed contractors, property managers, or service establishments while doing work in such residential areas. ~~between the hours of 7:00 a.m. to 7:00 p.m., excluding Sundays and holidays, provided however that such vehicles shall contain written identification on both sides of the vehicle clearly indicating the name of the contractor, property manager, or service establishment.~~
- (4) Loading or unloading of trucks (including pickup trucks); trailers or commercial vehicles, provided that such loading or unloading ~~takes no more than two hours and~~ is not done between the hours of 7:00 p.m. of one day and 7:00 a.m. of the next day.
- (5) The loading or unloading of recreational vehicles provided that such loading or unloading ~~takes no more than two hours and~~ is not done between the hours of 7:00 p.m. of one day and 7:00 a.m. of the next day.
- (6) Mobile cranes and other heavy equipment used during building construction.

Sec. 162.08. - Other vehicles besides licensed automobiles.

- (A) *Unlicensed motor vehicles.* No unlicensed motor vehicle shall be kept on any property for a period of more than 15 days unless entirely within a building.
- (B) *Trucks, trailers, commercial vehicles and recreational vehicles parking upon streets and public places.* Unless otherwise specifically provided for in the Town's Code of Ordinances, no ~~trucks, trailers, commercial vehicles or recreational vehicles~~ commercial vehicle, nonstandard vehicle or restricted vehicle as defined herein shall be parked upon the streets or other public places of the Town between the hours of 7:00 p.m. on one day and 7:00 a.m. of the next day. ~~This prohibition is in addition to the total prohibition covering residential areas as provided in subsection (A) above.~~
- (C) *Boats, boat trailers, campers and domestic trailers.* No boats, trailers, campers or similar items shall be permitted to be parked, placed, kept or stored in residential areas unless completely garaged in a fully enclosed

garage, provided however that this provision shall not apply to boats in the water or being launched or removed from the water.

SECTION 2. Business Impact Statement

Pursuant to Section 166.041 (4), Florida Statutes, the Town is required to prepare a business impact estimate for this proposed ordinance. The proposed ordinance does not fall within one of the identified exceptions for a Business Impact Estimate. However, there is no direct economic on private, for-profit businesses in the by this proposed ordinance. The purpose of Ordinance No. 597 is to safeguard the public health, safety and welfare of the residents of the Town by ensuring the administrative and operational structure of the Town is commensurate with the needs of the residents.

SECTION 3. Conflicts

All ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed to the extent of the conflict.

SECTION 4. Severability

In the event that any portion of this Ordinance is determined to be invalid, illegal, or unconstitutional by a court of competent jurisdiction, such a decision shall in no matter affect the remaining portions of sections of this Ordinance which shall remain in full force and effect.

SECTION 5. Effectivity

This Ordinance shall take effect as provided by state law within ten (10) days of adoption.

1st Reading: June 22, 2026

Published: July 5, 2026

2nd Reading: July 23, 2026

I HEREBY CERTIFY that the foregoing Ordinance was approved by the Town Council of the Town of Indian River Shores, Florida, upon second and final reading this ____ day of _____, 2026.

Brian T. Foley, Mayor

Attest:

Janice C. Rutan, Town Clerk



THE TOWN OF INDIAN RIVER SHORES

AGENDA ITEM

TO: Town Council

FROM: James Harpring, JD
Town Manager

DATE: June 11, 2026

SUBJECT: Ordinance No. 598 - Utility Easements

BACKGROUND

Staff recommends revising the current ordinance to allow certain minor structures and improvements to be placed within platted utility easements, provided the property owner obtains an executed Utility Easement Consent Form/Removal Agreement approved by the affected utility provider(s) and the Town.

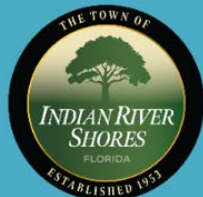
The intent of the revision is to provide flexibility for property owners while preserving the rights of utility providers to access, maintain, repair, replace, or remove utilities located within the easement area.

The proposed language would authorize approval of encroachments such as fences, landscaping improvements, pavers, irrigation systems, minor accessory features, and similar non-permanent structures within utility easements, subject to the following conditions:

1. Approval by the affected utility provider(s);
2. Execution and recording of a Utility Easement Consent Form/Removal Agreement;
3. Acknowledgement by the property owner that any approved structure or improvement may be removed at the owner's expense if access to the easement is required; and
4. Confirmation that the encroachment does not interfere with existing or proposed utilities or create a public safety concern.

This amendment would establish a formal process for utility easement encroachment approvals while protecting the Town and utility providers from liability and future access conflicts.

Attachment: Ordinance No. 598



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ORDINANCE NO. 598

AN ORDINANCE OF THE TOWN OF INDIAN RIVER SHORES AMENDING SECTION 150.036 CONSTRUCTION WITHIN UTILITY EASEMENT; AMENDING SECTION 160.02 R1A SINGLE FAMILY RESIDENCE DISTRICTS; AMENDING SECTION 161.07 ENCROACHMENTS IN UTILITY EASEMENTS; PROVIDING FOR APPLICABILITY AND INCLUSION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN ECONOMIC IMPACT ESTIMATE; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 150.035, 160.02 and 161.07, Code of Ordinances, regulate construction and encroachments within utility easements, and;

WHEREAS, a review of the above-referenced sections reflects that the changes below will assist in the efficient administration of Building Department obligations to ensure the welfare and safety of the residents;

WHEREAS, Town Council desires to amend the Code of Ordinances to enact changes related to the approval of construction or encroachment within utility easements.

NOW THEREFORE, BE IT ORDAINED by the Town Council of the Town of Indian River Shores, Florida:

SECTION 1. Revisions

Sec. 150.036. - ~~Erection~~ Construction within utility easement.

No wall, fence or hedge shall be ~~erected~~ constructed within ~~Town~~ utility easements unless prior written approval is obtained from ~~the Town Council~~ all affected utility providers. The property owner must verify this approval by submitting a completed Utility Easement Consent Form to the building official prior to the issuance of any building permit.

Sec. 160.02. - R1A single-family residence districts.

(F) Accessory uses.

(9) Permanent emergency generators.

(b) Standards and requirements.

(ii) Submittals. The site plan submitted by the applicant must show the location and size of the proposed generator, the direction in which it will exhaust, the location of any permanent fuel tanks near the dwelling unit and the lot line, and all easements within the boundary of the property. The submittal shall be accompanied by the documented official Utility Easement Consent Form ~~authorization of an easement holder~~ for installation in an easement, if applicable.

Sec. 161.07. - Encroachments in utility easements.

(A) Structures in Utility Easements. The ~~erection~~construction of permanent structures within public utility on easements for public utilities is prohibited. ~~This shall include a garage or other building which will prevent or interfere with the opportunity to use or make the easement accessible for essential services, but shall not include concrete walks, paving, or similar objects. Prohibited structures include garages, outbuildings, or any other building that prevents or interferes with the accessibility and maintenance of essential utility services. This prohibition does not apply to concrete walkways, paving, or similar hardscaping.~~

Fences, landscaping improvements, pavers, irrigation systems, minor accessory features, and similar non-permanent structures and hardscaping are permitted within the utility easement, provided the property owner obtains and submits prior written approval from all affected utility providers using the official Utility Easement Consent Form.

SECTION 2. Business Impact Statement

Pursuant to Section 166.041 (4), Florida Statutes, the Town is required to prepare a business impact estimate for this proposed ordinance. The proposed ordinance does not fall within one of the identified exceptions for a Business Impact Estimate. However, there is no direct economic on private, for-profit businesses in the by this proposed ordinance. The purpose of Ordinance No. 59 is to safeguard the public health, safety and welfare of the residents of the Town by ensuring the administrative and operational structure of the Town is commensurate with the needs of the residents.

SECTION 3. Conflicts

All ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed to the extent of the conflict.

SECTION 4. Severability

In the event that any portion of this Ordinance is determined to be invalid, illegal, or unconstitutional by a court of competent jurisdiction, such a decision shall in no matter affect the remaining portions of sections of this Ordinance which shall remain in full force and effect.

SECTION 5. Effectivity

This Ordinance shall take effect as provided by state law within ten (10) days of adoption.

1st Reading: June 22, 2026

Published: July 5, 2026

2nd Reading: July 23, 2026

I HEREBY CERTIFY that the foregoing Ordinance was approved by the Town Council of the Town of Indian River Shores, Florida, upon second and final reading this ____ day of _____, 2026.

Brian T. Foley, Mayor

Attest:

Janice C. Rutan, Town Clerk

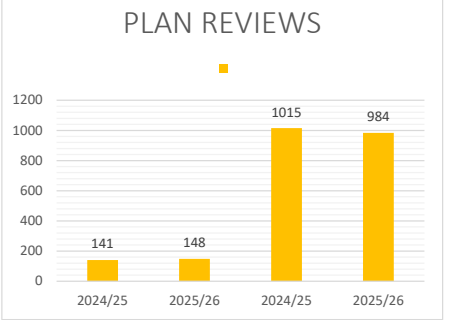
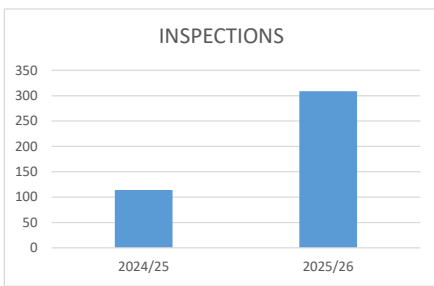
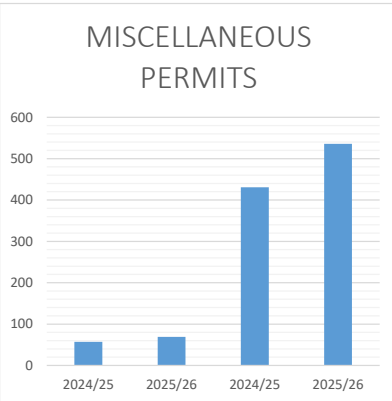
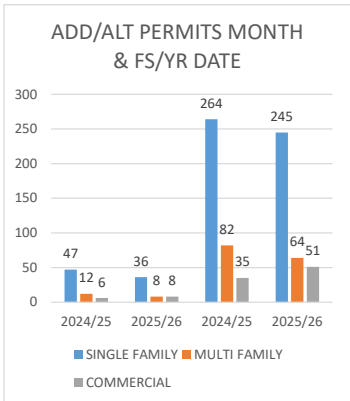
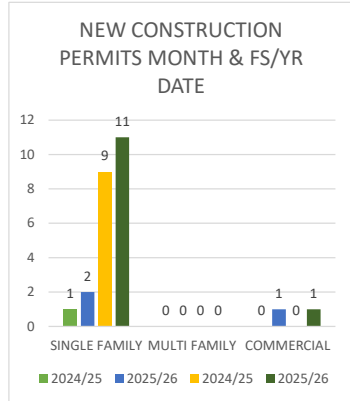
MAY (2026)

PERMITS***	PERMITS ISSUED THIS MONTH		PERMITS ISSUED FS/YR TO DATE		CONSTRUCTION VALUATION FS/YR TO DATE	
	2024/25	2025/26	2024/25	2025/26	2024/25	2025/26
NEW CONSTRUCTION						
SINGLE FAMILY	1	2	9	11	\$ 23,186,750.00	\$ 23,517,219.00
MULTI FAMILY	0	0	0	0	\$ -	\$ -
COMMERCIAL	0	1	0	1	\$ -	\$ 11,901,298.00
(SUB-TOTAL)	1	3	9	12	\$ 23,186,750.00	\$ 35,418,517.00
ADDITIONS / ALTERATIONS						
SINGLE FAMILY	47	36	264	245	\$ 32,511,324.31	\$ 18,821,132.35
MULTI FAMILY	12	8	82	64	\$ 9,073,787.05	\$ 5,360,402.25
COMMERCIAL	6	8	35	51	\$ 6,572,442.42	\$ 17,526,336.34
(SUB-TOTAL)	65	52	381	360	\$ 48,157,553.78	\$ 41,707,870.94
OTHER PERMITS (MISC.)						
(TOTALS)	57	69	431	536	\$ 5,222,855.55	\$ 7,946,487.79
INSPECTIONS*						
(TOTALS)	114	309	2455	2395		

FEES COLLECTED THIS MONTH		FEES COLLECTED FISCAL YTD	
2024/25	2025/26	2024/25	2025/26
\$ 127,782.01	\$ 101,334.00	\$ 690,727.76	\$ 776,730.95

PLAN REVIEWS*	2024/25	2025/26	2024/25	2025/26
(TOTALS)	141	148	1015	984

Inspections are completed within 24 hrs of request.





BRIAN T. FOLEY
MAYOR

BOB AUWAERTER
VICE MAYOR

JESSE L. "SAM" CARROLL, JR.
COUNCILMEMBER

JAMES ALTIERI
COUNCILMEMBER

PETER A. TEDESKO
COUNCILMEMBER

JAMES HARPRING, JD
TOWN MANAGER

JANICE C. RUTAN
TOWN CLERK

PETER J. SWEENEY, JR
TOWN ATTORNEY

To: Town Manager Jim Harpring

From: Fire Marshal/Code Enforcement Official/Building Inspector, Jacob Maikranz

Date: May 15, 2026 – June 15, 2026

Ref: Monthly Code Enforcement Report

Annual Fire and Life Safety Inspections

An annual fire and life safety inspection and/or re-inspections were completed at Vera Cruz, River Club Condominiums, The Blue Condominiums and Clubhouse, Harbour Island Club, 400 Beach Road, and the Carlton. Fire Code violations were observed; inspection reports were emailed to the respective property management companies with notice of 30 days to rectify the violations and become compliant with the Fire Code.

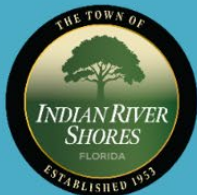
The Knox Boxes and Gate Access Switches (if available) located at Vera Cruz, River Club Condominiums, The Blue Condominiums and Clubhouse, Harbour Island Club, 400 Beach Road, and the Carlton were inspected during the annual fire inspection with no discrepancies. Access keys within the Knox Boxes are up to date. The Golf Club Knox Box was not accessible due to active construction.

Sign Violations

One (1) Real Estate and one (1) Advertisement signs were removed from Highway A1A’s public right-of-way. The real estate agent and owner of the advertisement sign were notified, and a written warning with a copy of the Town’s Ordinance was issued.

Ordinance Complaints

Code complaint received regarding a wood fence that was constructed without a building permit and that was installed incorrectly. A Stop Work Order was posted on the property, and a civil violation notice was sent to the property owner via certified mail to rectify the violation.



Short-Term Vacation Rentals

One (1) property within the Town was found to be in violation of the Towns STVR Ordinance per a random query via Rentalscape on 5/19/2026. The registered owner was sent a civil violation notice via certified mail and was given 30 days to comply with the Town Ordinance and Florida Department of Business and Professional Regulation (DBPR) requirements.

Lien Requests

Between May 15, 2026, through June 15, 2026, twenty-six (26) lien requests were processed.

Sea Turtle Season

The first sea turtle lighting survey was completed April 28, 2026, by a third-party vendor, Ecological Associates Inc. (EAI), and seven (7) properties were in violation of the Town Ordinance. Educational/informational letters were sent to the property owners providing helpful tips, ordinance requirements, and contact information for local agencies. **UPDATE** – Multiple properties have reached out advising they received the lighting violation letter and have since come into compliance.

Other

- Fire

- Reviewed fire plans, building permits and plans for code compliance for renovated, altered, existing and new buildings. After review, on-site inspections were requested and scheduled by the contractors. All inspections were conducted, and re-inspections were scheduled, if needed, when deficiencies were observed. All properties met compliance after re-inspection.
- Received a question from a resident asking about the requirements for an abandoned in-ground LP Tank. The resident was educated on the current NFPA 58 Liquefied Petroleum Gas Code requirements.
- Received a question from a Property Management company regarding Fire Department Access Roads and the required dimensions and obstructions.
- Received a regarding fire hydrant distance and location from a single-family residence from a construction contractor. The contractor was educated on the Florida Fire Prevention Code (FFPC) NFPA 1 requirement.
- La Mer Condominiums undergoing construction of the front lobby doors. The existing Knox Boxes were relocated from the lobby to the exterior of the buildings, providing easier access and identification of the Knox Boxes for first responders.
- Mariner Village – The Knox Gate Access Switch is being re-installed at the new access pad at the main gate.

- Building

- Met with a homeowner at their residence and discussed poor workmanship from a contractor and the FBC requirements.
- Three Stop Work Orders were issued to contractors regarding FBC 105.12 Work started before permit issuance.
- Two (2) civil violation notices sent to the contractors at 955 and 956 Pebble Lane regarding erosion and sediment control violations. **Update** – 956 Pebble Lane is compliant with Town Ordinance.

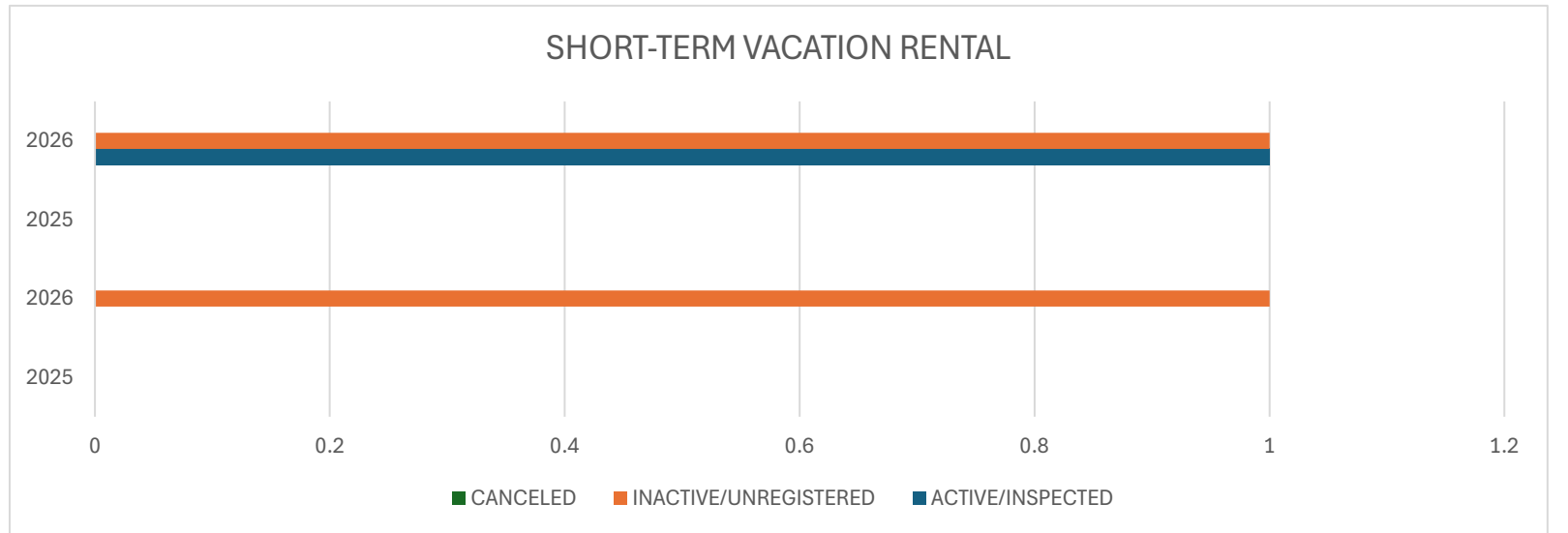
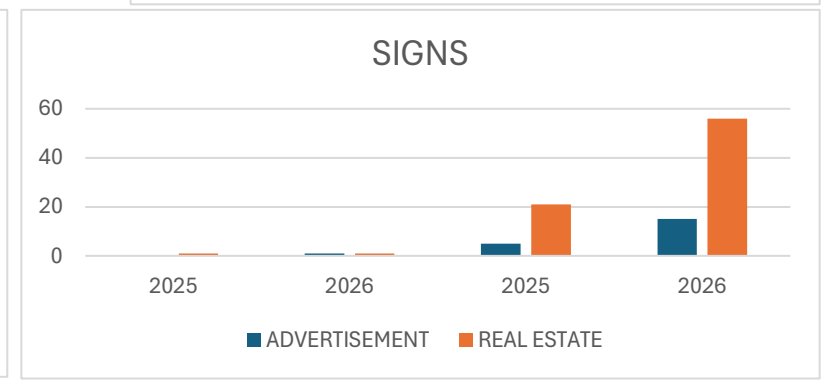
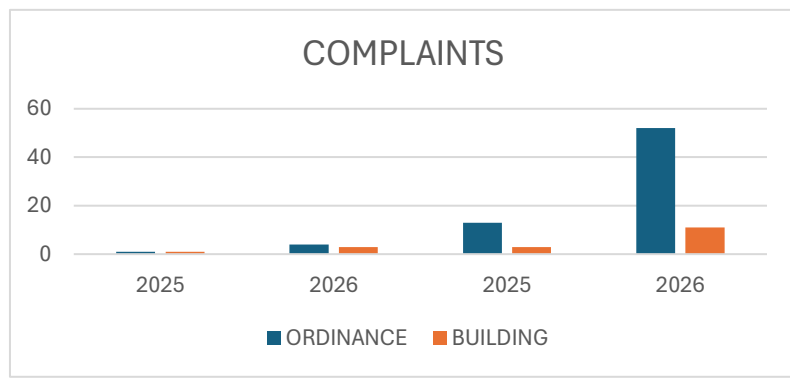
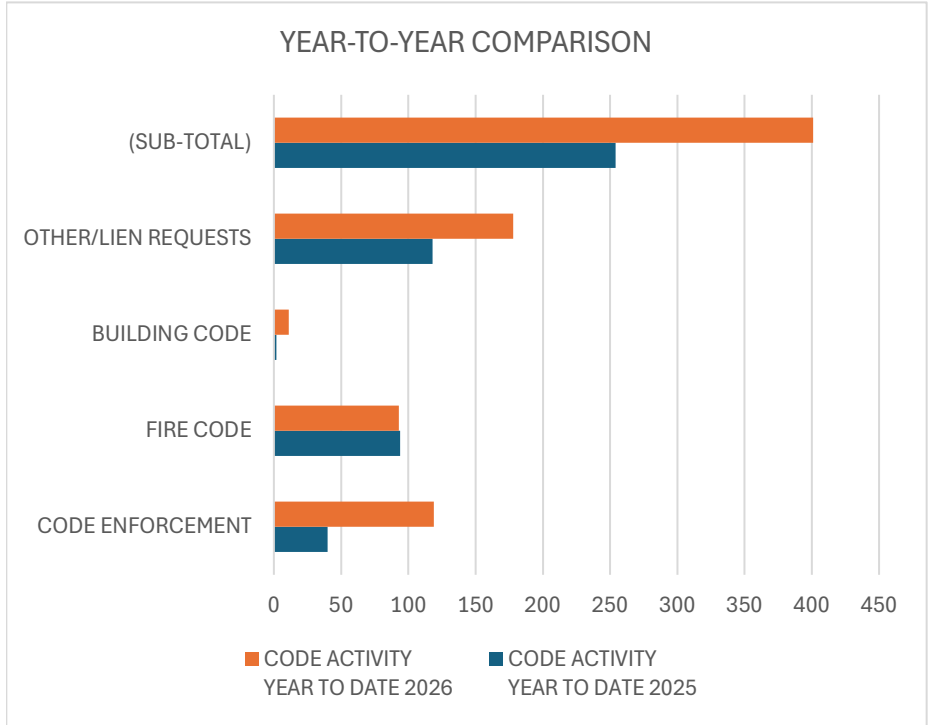
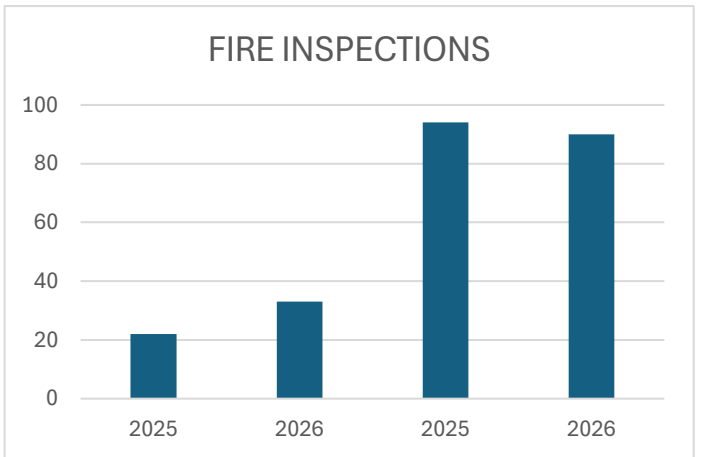
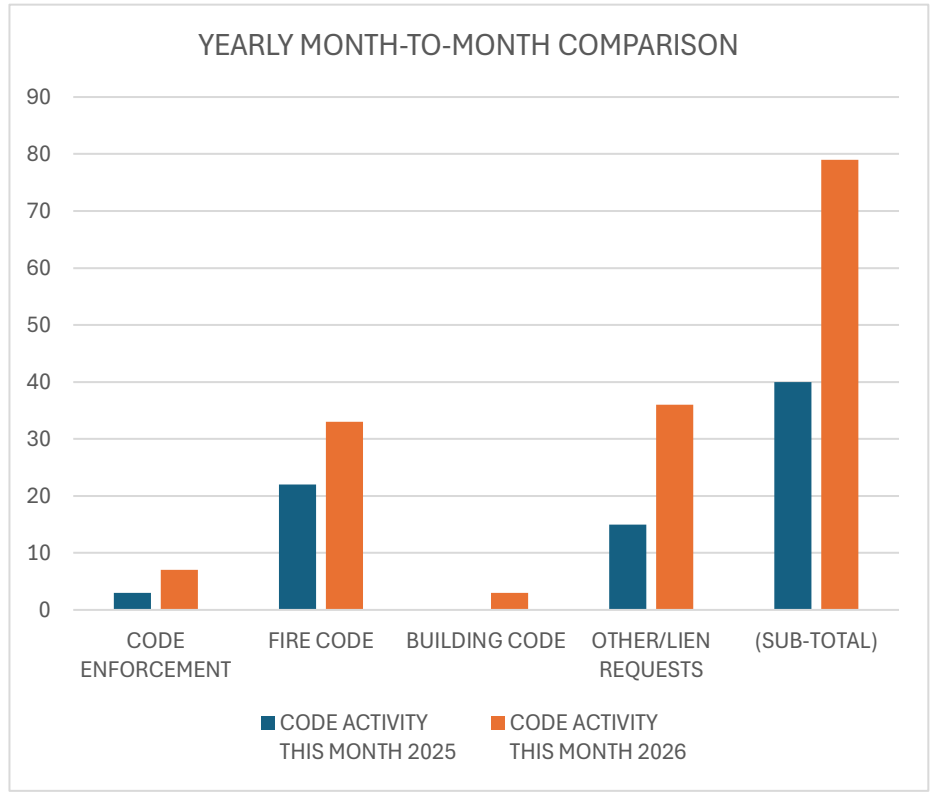
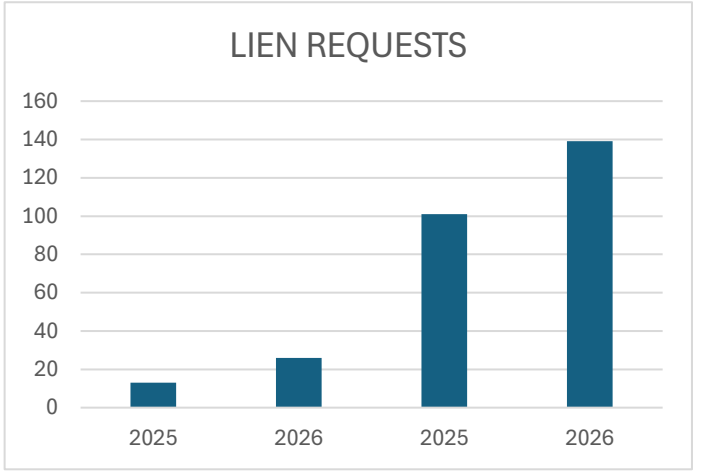
- Town Ordinance & Code Enforcement

- Received a Town Ordinance / Code Enforcement related question regarding yard decorations and the current Town Ordinance requirements, and the code enforcement process per Florida Statute.
- A second civil violation notice and a citation in the amount of \$250.00 was sent to a resident whose property remains in violation of Ordinance 162.021 (D) – Parking: Trailered center console boat being parked/stored in driveway, after the first civil violation notice.

JUNE (2026)

VIOLATIONS AND LIEN REQUESTS	CODE ACTIVITY THIS MONTH		CODE ACTIVITY YEAR TO DATE	
	2025	2026	2025	2026
CODE ENFORCEMENT	3	7	40	119
FIRE CODE	22	33	94	93
BUILDING CODE		3	2	11
OTHER/LIEN REQUESTS	15	36	118	178
(SUB-TOTAL)	40	79	254	401

BREAKDOWN	ACTIVITY BY MONTH		ACTIVITY BY YEAR	
COMPLAINTS	2025	2026	2025	2026
ORDINANCE	1	4	13	52
BUILDING	1	3	3	11
SIGNS	2025	2026	2025	2026
ADVERTISEMENT		1	5	15
REAL ESTATE	1	1	21	56
STVR	2025	2026	2025	2026
ACTIVE/INSPECTED				1
INACTIVE/UNREGISTERED		1		1
CANCELED				
LIEN REQUESTS	2025	2026	2025	2026
REQUESTS	13	26	101	139
FIRE INSPECTIONS	2025	2026	2025	2026
FIRE INSPECTIONS	22	33	94	90
OTHER	2025	2026	2025	2026
	2	10	17	36
TOTAL	40	79	254	401





THE TOWN OF INDIAN RIVER SHORES

TO: Town Council
James Harpring, Town Manager

FROM: Lucy Scheidt, Facilities Director

DATE: June 15, 2026

SUBJECT: Facilities Department Report

NPDES MS4 and BMAP

- Completion of inspections post-rain events and preparation of stormwater pollution prevention plan reports for compliance with NPDES MS4 permit requirements:
 - June 1st
 - June 3rd
 - June 9th
- Completion of mowing of swales at Old Winter Beach Road as continuing MS4 maintenance.

CEMETERY

- Coordinated with Town Clerk to locate site for opening and closing for cremation service on June 8th.

BEACH, SR A1A AND ROADS

- Communicating with FCG and monitoring progress of subcontractor (Equix) on Estuary project running from regulator station south on A1A, along Fred Tuerk and into Estuary.
- Determine locations and communication with FDOT for trimming of overgrowth at A1A and Amy Ann Lane, Surf Lane and 8050 Highway A1A.
- Completion of mowing of right of way on Fred Tuerk Drive.
- Coordination with FPL and FDOT for street light repairs at multiple locations on A1A at Holoma Drive, Fred Tuerk, Beachcomber Lane, Reef Lane, and 5100 Highway A1A.



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TOWN HALL, PSD AND TOWN LOT

- Coordination with exterminator to eradicate rodents that entered PSD building. Determine entry point and arrange for installation of door sweep to address gap at fire truck bay entrance.
- Secure quotes from electricians and arrange for replacement of photocells and bulbs of exterior light fixtures on front of building.
- Continued hurricane preparation through completion of opt-in requirements for FDEM Florida Recovery Obligation Calculation (FROC); working on updates to debris management policy for Disaster Readiness Assessment (DRA) submission.
- Coordination with selected contractor for Council Chambers HVAC project to establish start date.
- Communication with contractor for PSD dryer vent project for submission of mechanical drawings.
- Coordination of onsite visits with epoxy companies for review of floor finishing project at Facilities Building. Reviewed proposals and selected vendor. Project start date pending.
- Address plumbing issues at Town Hall public restrooms and grinder at Building Department.



THE TOWN OF INDIAN RIVER SHORES

Memorandum

TO: Town Council
James Harpring, Town Manager

FROM: Heather Christmas, Finance Director

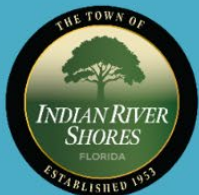
DATE: June 11, 2026

SUBJECT: May 2026 Budget Analysis

The May 2026 budget analysis was prepared using financial data available as of June 11, 2026. To date, three prior amendments have been adopted to the FY 2025–2026 budget. It is recommended that budget amendments be reviewed in conjunction with this report. The next budget amendment is anticipated in November 2026, unless needed sooner.

The significant differences from the amended budget or other items of note are as follows:

1. Public Safety - Expenditures are trending below budget due to recent turnover and lower activity across several line items. Given the unpredictable nature of public safety operations, no budget reduction is recommended at this time.
2. General Administrative - Expenditures are trending below budget through May. OPEB and retiree health insurance payments recorded year-to-date are expected to be reimbursed in August, with no net impact for the year.
3. Legal - Attorney costs related to ongoing labor and utility matters remain speculative through year-end. Adjustments, if needed, will be reflected in the unreserved fund balance. For this reason, no adjustment to budgetary expenditures is recommended at this time.
4. Waterway Transportation - Expenditures are trending below budget through May. As the ALA is a new program with no prior history, the full cost remains uncertain. No budget adjustment is recommended until more information is available.



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Providing a high level of personal service with integrity and professionalism to ensure an unparalleled quality of life.

5. Capital Expenditures – Expenditures are trending below budget due to savings on emergency vehicle purchases, primarily the Fire Engine. The Town budgeted \$850,000 against an actual cost of approximately \$772,000, a savings of \$78,000.
6. Building Department Revenue - Building activity fluctuates with permit volume and valuation. The Building Fund remains compliant with applicable Florida Statutes. Given current projections and the active consideration of a facility expansion, no fee adjustment is recommended at this time.
7. Building Department Capital – This line reflects the anticipated cost of the building department facility expansion. The budgeted/forecasted amount is preliminary and will be adjusted once bids are received and approved.

TOWN OF INDIAN RIVER SHORES
 2026 BUDGET ANALYSIS
 AS OF MAY 2026

64%

<i>FUND/Department</i>	As of 05/31/26	Prorated Budget	Difference to Prorated Budget	Amended 2026 Budget	Forcasted Actual	Difference to 2026 Budget	Notes	% of Budget Utilized*
GENERAL FUND								
Operating revenues	\$ 8,079,610	8,069,828	\$ 9,782	\$ 8,973,566	\$ 8,984,443	\$ 10,877		90%
Town Council	23,220	25,703	2,483	88,774	80,197	8,577		26%
Town Manager	216,622	216,952	330	317,268	316,786	482		68%
Finance Department	220,754	221,601	847	344,997	343,679	1,318		64%
Town Clerk	112,508	114,059	1,551	189,188	186,616	2,572		59%
Postal Center				-				
Operating	66,543	68,562	2,019	107,286	104,126	3,160		62%
Cost of Stamps sold	136,559	135,614	(945)	156,300	157,389	(1,089)		87%
Facilities Department	208,722	209,266	544	400,441	399,400	1,041		52%
Public Safety Department	3,178,264	3,263,175	84,911	5,415,708	5,274,786	140,922	1	59%
General Administration	292,523	295,461	2,938	246,486	244,035	2,451	2	119%
Information Tech	158,421	160,099	1,678	289,741	286,704	3,037		55%
Legal	164,077	141,475	(22,602)	255,000	295,739	(40,739)	3	64%
Code Enforc/PZB Board	67,637	72,340	4,703	115,679	108,158	7,521		58%
Town Engineer	147,219	150,015	2,796	291,030	285,606	5,424		51%
Waterway Transportation	1,800	1,800	-	40,000	40,000	-	4	5%
Cemetery	12,791	13,938	1,147	17,449	16,014	1,435		73%
Community Center	12,304	14,320	2,016	31,337	26,926	4,411		39%
Total Expenditures	5,019,964	5,104,379	84,415	8,306,684	8,166,161	140,523		60%
Operating Surplus	<u>\$ 3,059,646</u>	<u>\$ 2,965,449</u>	<u>\$ 94,197</u>	<u>\$ 666,882</u>	<u>\$ 818,282</u>	<u>\$ 151,400</u>		
Capital Activity								
Capital source revenues	\$ (989,847)	\$ (978,278)	\$ (11,570)	\$ 1,339,500	\$ 1,355,342	\$ 15,842		-74%
Capital Expenditures	998,329	1,045,822	47,493	2,660,512	2,539,693	120,819	5	38%
	<u>\$ (1,988,176)</u>	<u>\$ (2,024,099)</u>	<u>\$ 35,923</u>	<u>\$ (1,321,012)</u>	<u>\$ (1,184,352)</u>	<u>\$ 136,660</u>		
ROAD AND OFFSITE DRAINAGE								
Total Revenues	\$ 49,229	\$ 57,787	\$ (8,558)	\$ 114,200	\$ 97,288	\$ (16,912)		43%
Total Expenditures	31,776	43,874	12,098	69,617	50,420	19,197		46%
Surplus	<u>\$ 17,453</u>	<u>\$ 13,913</u>	<u>\$ 3,540</u>	<u>\$ 44,583</u>	<u>\$ 46,868</u>	<u>\$ 2,285</u>		
SOLID WASTE SPECIAL ASSESSMENT FUND								
Total Revenues	\$ 336,949	\$ 332,455	\$ 4,494	\$ 337,329	\$ 341,889	\$ 4,560		100%
Total Expenditures	224,354	224,599	245	337,329	336,961	368		67%
Surplus	<u>\$ 112,595</u>	<u>\$ 107,856</u>	<u>\$ 4,739</u>	<u>\$ -</u>	<u>\$ 4,928</u>	<u>\$ 4,928</u>		
BIKE PATH & PEDESTRIAN WALKWAY								
Total Revenues	\$ 800	\$ -	\$ 800	\$ -	\$ 1,400	\$ 1,400		
Total Expenditures	4,025	-	(4,025)	-	4,025	(4,025)		
Surplus/(Deficit)	<u>\$ (3,225)</u>	<u>\$ -</u>	<u>\$ (3,225)</u>	<u>\$ -</u>	<u>\$ (2,625)</u>	<u>\$ (2,625)</u>		
PLANNING, ZONING AND BUILDING FUND								
Total Revenues	\$ 833,062	\$ 625,569	\$ 207,493	\$ 930,918	\$ 1,239,691	\$ 308,773	6	89%
Building Department	515,868	519,053	3,185	833,478	828,364	5,114		62%
Capital Expenditures	-	-	-	1,111,500	1,111,500	-		0%
General Administration	44,727	49,963	5,236	77,398	69,287	8,111		58%
Total Expenditures	560,595	569,015	8,420	2,022,376	2,009,151	13,225		28%
Surplus/(Deficit)	<u>\$ 272,467</u>	<u>\$ 56,554</u>	<u>\$ 215,913</u>	<u>\$ (1,091,458)</u>	<u>\$ (769,460)</u>	<u>\$ 321,998</u>		

**TOWN OF INDIAN RIVER SHORES
FINANCIAL CASH REPORT
MAY 2026**

CASH AND INVESTMENTS ON DEPOSIT:

Beginning Balance	\$ 12,390,114
ADD: Receipts	466,869
LESS: Disbursements	(660,303)
TOTAL ON DEPOSIT	<u>\$ 12,196,680</u>

ACCOUNTS DETAILED:

SouthState Bank (0.08% interest rate)**	\$ 605,485
State & Local Government Investment Pool: Florida Prime (3.81% interest rate)	11,591,195

TOTAL ALL ACCOUNTS	<u>\$ 12,196,680</u>
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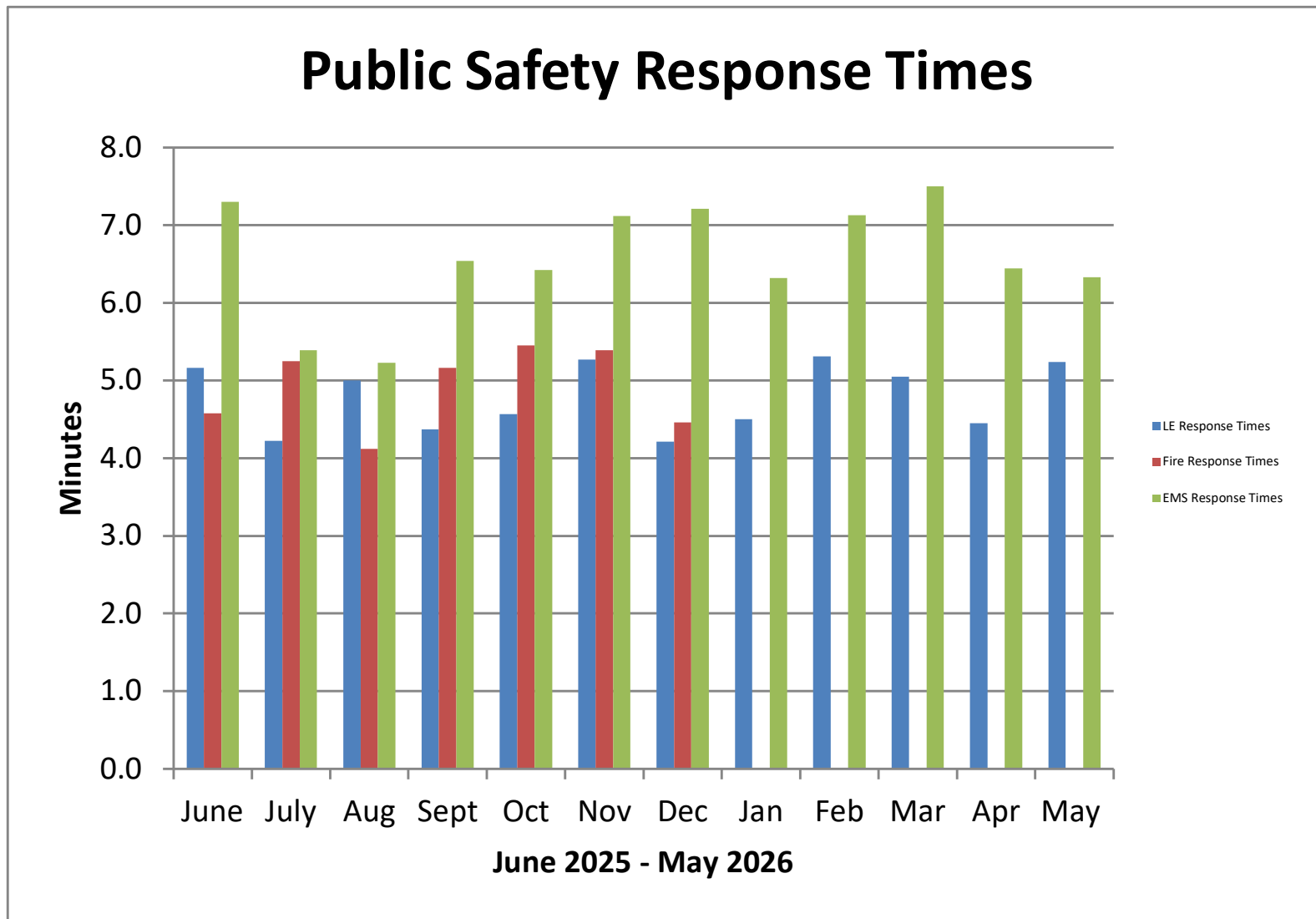
FUND BREAKOUT*

General Fund	\$ 10,906,077
Road & Bridge Fund	72,171
Bike Path & Pedestrian Way	26,238
Planning Zoning & Building Fund	1,079,580
Solid Waste Special Assessment Fund	112,595
Law Enforcement Forfeiture Fund	19

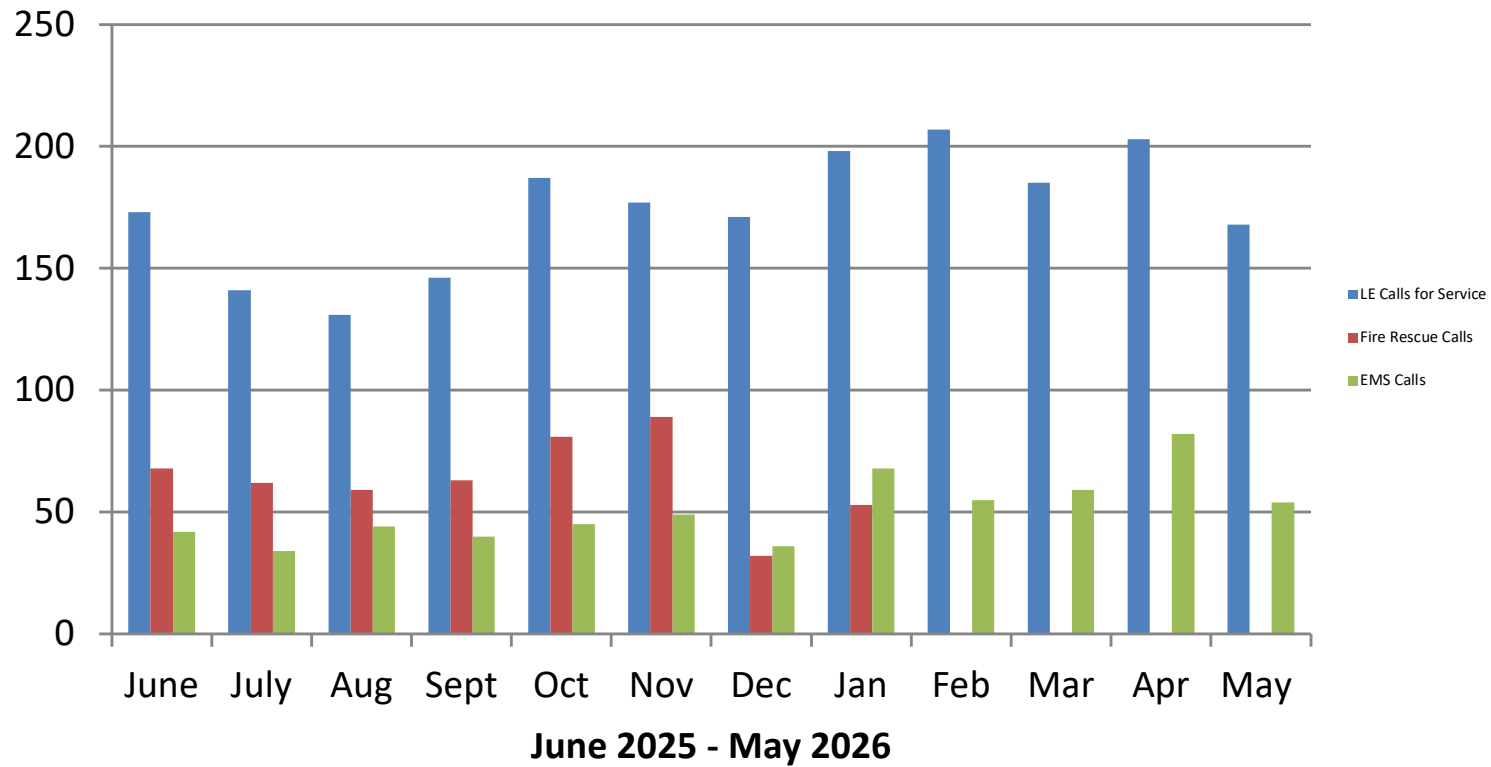
TOTAL ALL FUNDS	<u>\$ 12,196,680</u>
------------------------	-----------------------------

**all Bank Deposits are held in 100%
Guaranteed Florida Qualified Public Depositories

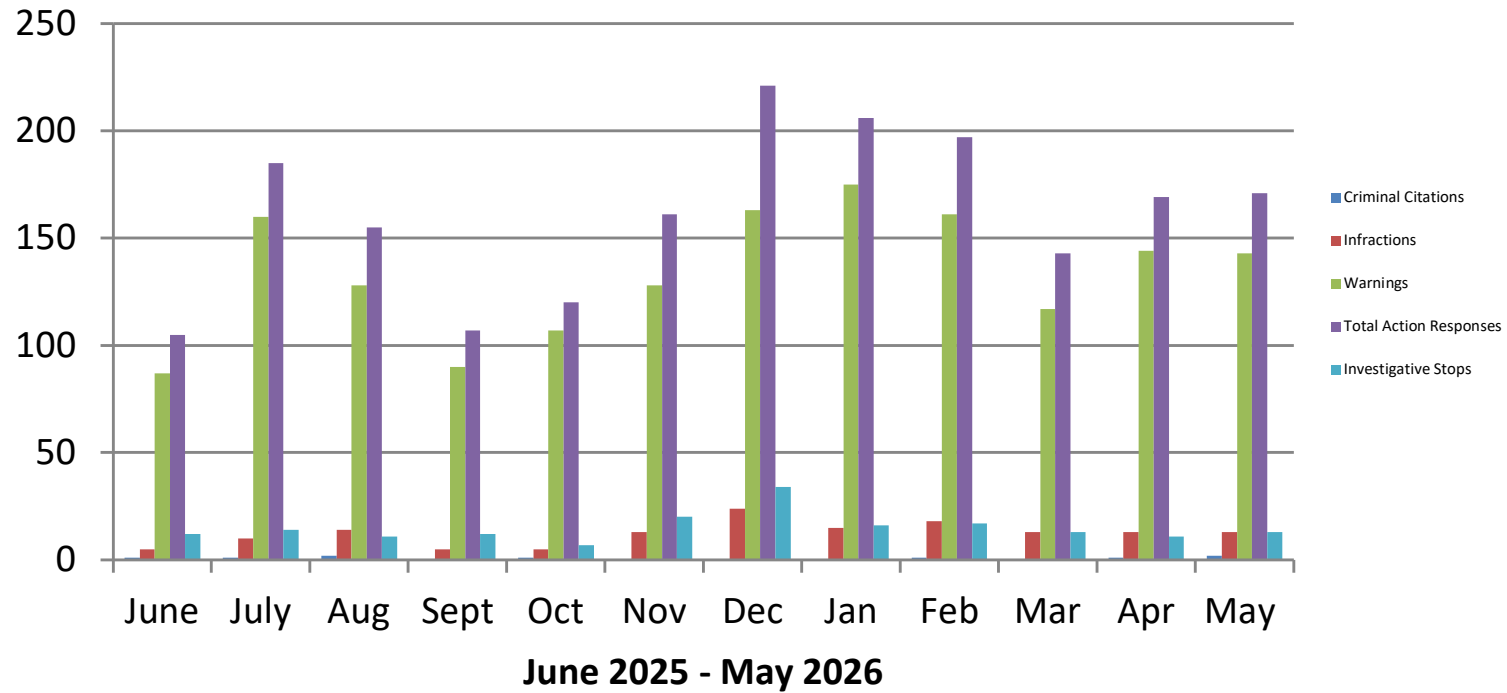
Estimated Balance based on
information available as of 06/10/2026



Public Safety Calls for Service



Law Enforcement Interactions with Public





AGENDA TRANSMITTAL

TO: Town Council

FROM: James Harpring, JD
Town Manager

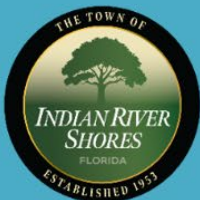
DATE: June 1, 2026

SUBJECT: River Club Minor Modification – Curb Removal

Section 168.01 (F) of the Code of Ordinances authorizes the Town Manager to approve a minor modification of an approved site plan. Specifically, approval may be granted for infrastructure changes of a technical engineering nature to the water, sewer, drainage, or street designs.

Final engineering approvals have been submitted. One change requested in the approved site plan is the removal of a portion of the northwest curve portion of a 4” sidewalk and the removal of a mountable curb.

I determine this constitutes a minor modification of the street design and the request is approved.



CONSTRUCTION PLANS

for

RIVER CLUB SINGLE-FAMILY TRACT UA

in the

TOWN OF INDIAN RIVER SHORES, FLORIDA

JUNE 2026

OWNER / APPLICANT

GRAND HAVEN 1, LLC
5552 NORTH HARBOR VILLAGE DRIVE
VERO BEACH, FL 32967
Phone: (772) 978-0901

CIVIL ENGINEER

MASTELLER & MOLER, INC.
1655 27TH STREET, SUITE 2
VERO BEACH, FLORIDA 32960
Phone: (772) 567-5300 / Fax: (772) 794-1106
info@mastellermoler.com

LAND SURVEYOR

MASTELLER, MOLER & TAYLOR, INC.
1655 27TH STREET, SUITE 2
VERO BEACH, FLORIDA 32960
Phone: (772) 564-9050 / Fax: (772) 794-0647

UTILITIES

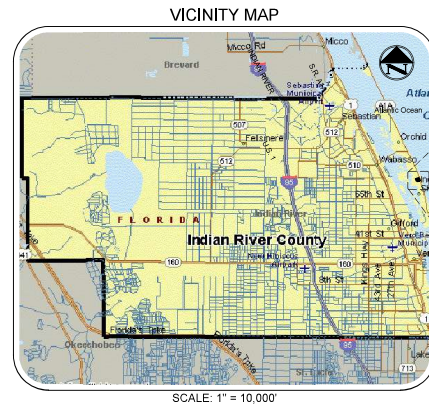
LOCATION OF UTILITIES SHOWN ON THESE PLANS ARE PLOTTED FROM INFORMATION FURNISHED BY UTILITY COMPANIES AND ARE APPROXIMATE ONLY. CONTRACTOR IS TO FAMILIARIZE HIMSELF WITH AND VERIFY CONDITIONS AT SITE. CONTRACTOR SHALL MAKE DILIGENT INQUIRY AT THE OFFICE OF THE UTILITY COMPANIES AND MUNICIPAL AUTHORITIES TO DETERMINE THE EXACT LOCATION OF UTILITY STRUCTURES. THE CONTRACTOR SHALL NOTIFY, IN WRITING, THE UTILITY COMPANIES, MUNICIPALITY AND OWNERS INVOLVED OF THE NATURE AND SCOPE OF THE PROJECT, AND OF HIS OPERATIONS THAT AFFECT THEIR FACILITIES OR PROPERTY.

LEGAL DESCRIPTION

SEE SURVEY BY MASTELLER, MOLER & TAYLOR, MMT JOB #8260

TRANSFER OF APPROVAL

PRIOR TO TRANSFER, THE TRANSFEREE MUST ASSUME IN WRITING ON A FORM, ACCEPTABLE TO THE COUNTY ATTORNEY, ALL COMMITMENTS, RESPONSIBILITIES, AND OBLIGATIONS OF THE PRIOR DEVELOPER, FAILURE TO GIVE TIMELY NOTICE OR TO PROVIDE THE ASSUMPTION OF PRIOR COMMITMENT VOICES THE PRELIMINARY APPROVAL



INDEX OF SHEETS

- 1 TITLE SHEET
- 2 CONSTRUCTION NOTES
- 3 STORMWATER POLLUTION PREVENTION PLAN
- 4 EXISTING CONDITIONS PLAN
- 5 SITE PLAN
- 6 PRELIMINARY PLAT
- 7 GRADING & DRAINAGE PLAN
- 8 UTILITY PLAN
- 9 SEWER PROFILES
- 10 CONSTRUCTION DETAILS
- 11 POTABLE WATER DETAILS
- 12 SANITARY SEWER DETAILS

2323_Base.dwg

NO.	DATE	DESCRIPTION	DR/APP
5.	5/8/26	REVISED ENTRANCE DRIVEWAY & RIVER CLUB DR. CROSSWALK	JTH/SEM
4.	02/26/26	REV. PER IRS (H&A) COMMENT LETTER DATED 2/25/26	SH/SEM
3.	1/21/26	REVISED PER IRS COMMENT LETTER DATED 12/3/25	SH/SEM
2.	8/01/25	REVISED PER IRS COMMENT LETTER DATED 7/1/25	SH/SEM
1.	4/9/25	REVISED PER IRS COMMENT LETTER DATED 4/12/24	SH/SEM
NO.	DATE	DESCRIPTION	DR/APP

REVISIONS

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Sunshine811

Call 811 or visit sunshine811.com two full business days before digging to have buried facilities located and marked.
Check positive response codes before you dig!

DATUM
THE DATUM AND DESIGN GRADES SHOWN WITHIN THESE PLANS REFER TO THE
NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988)
DATUM CONVERSION: NGVD 29 = NAVD 88 + (1.43)

RIVER CLUB SINGLE-FAMILY PPRD PLANS

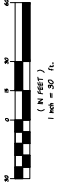
M M MASTELLER & MOLER, INC.
CONSULTING ENGINEERS

CERTIFICATE OF AUTHORIZATION NO. 4204
1655 27TH STREET, SUITE 2 VERO BEACH, FLORIDA 32960
PHONE: (772) 567-5300 ~ FAX: (772) 794-1106
The item has been digitally signed & sealed by STEPHEN E. MOLER, PE #33193 on the date adjacent to the seal.

No. 33193
STATE OF FLORIDA
Professional Engineer
STEPHEN E. MOLER, P.E. FL #33193
06/09/2026

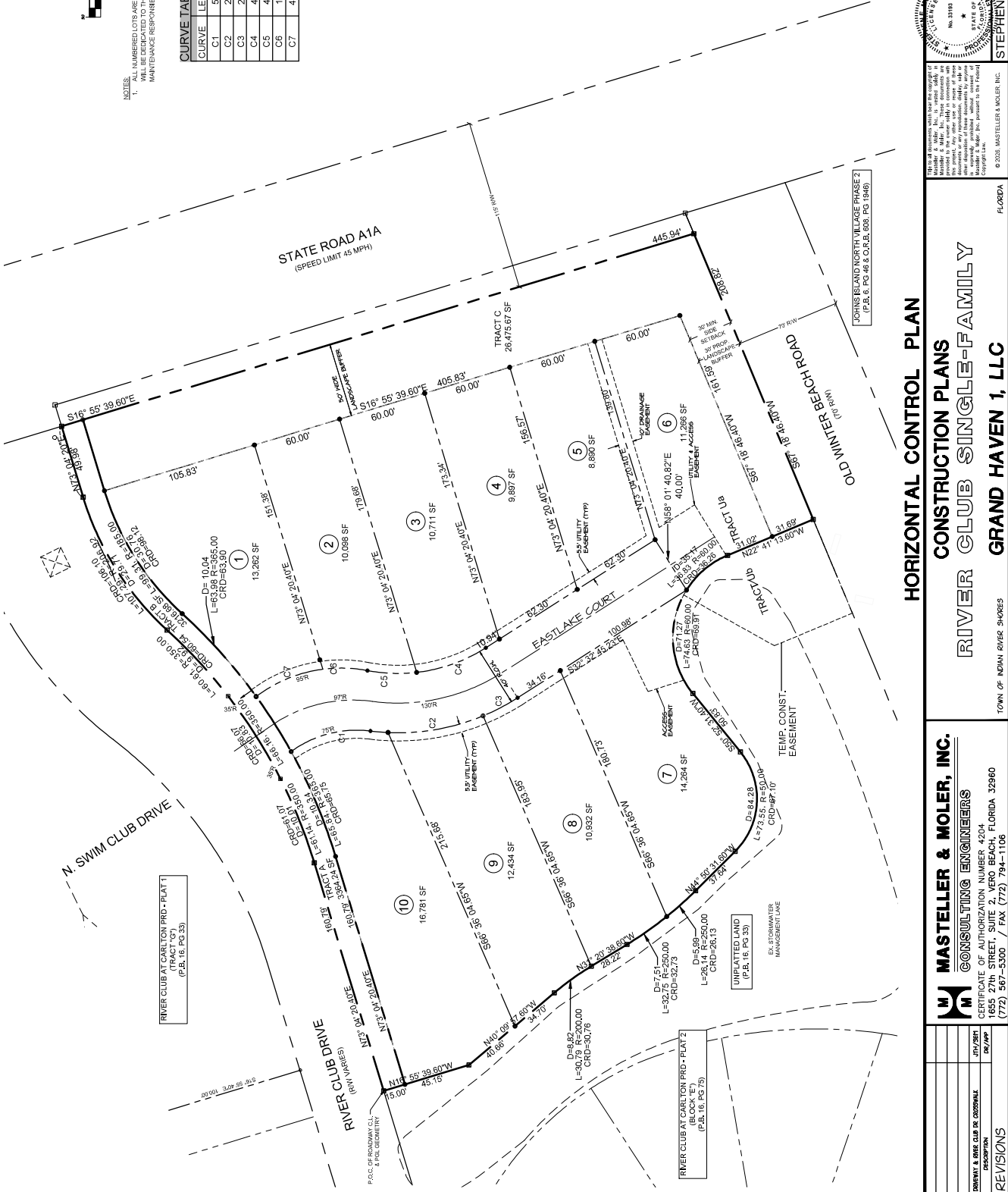


GRAPHIC SCALE



NOTES:
1. DIMENSIONS ARE TO BE SOLID LINE GROUPS. ALL OTHER DIMENSIONS WILL BE DEDICATED TO THE PROPERTY OWNERS ASSOCIATION FOR OWNERSHIP AND MAINTENANCE RESPONSIBILITIES.

CURVE TABLE	CURVE	LENGTH	RADIUS	DELTA	CHORD
	C1	50.27'	77.00'	37.40'	49.38'
	C2	26.05'	150.00'	25.05'	66.06'
	C3	26.38'	150.00'	10.08'	26.35'
	C4	49.94'	110.00'	28.01'	49.52'
	C5	48.20'	110.00'	25.11'	47.82'
	C6	18.15'	70.00'	14.86'	18.10'
	C7	47.09'	70.00'	38.54'	46.21'



HORIZONTAL CONTROL PLAN

CONSTRUCTION PLANS
RIVER CLUB SINGLE-FAMILY
GRAND HAVEN 1, LLC

M M
MASTELLER & MOLER, INC.
CONSULTING ENGINEERS
 CERTIFICATE OF AUTHORIZATION NUMBER 4204
 1655 27th STREET, SUITE 2, VERO BEACH, FLORIDA 32980
 (772) 567-5300 / FAX (772) 794-1106

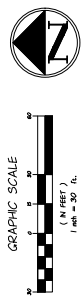
NO.	DATE	DESCRIPTION
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 FLORIDA
 TOWN OF INDIAN RIVER SHORES
 JOHN'S ISLAND NORTH VILLAGE PHASE 2
 (P.B. 6, PG. 46 & O.R.B. 606, PG. 1546)

STEPHEN E. MOLER, P.E. FL #33193

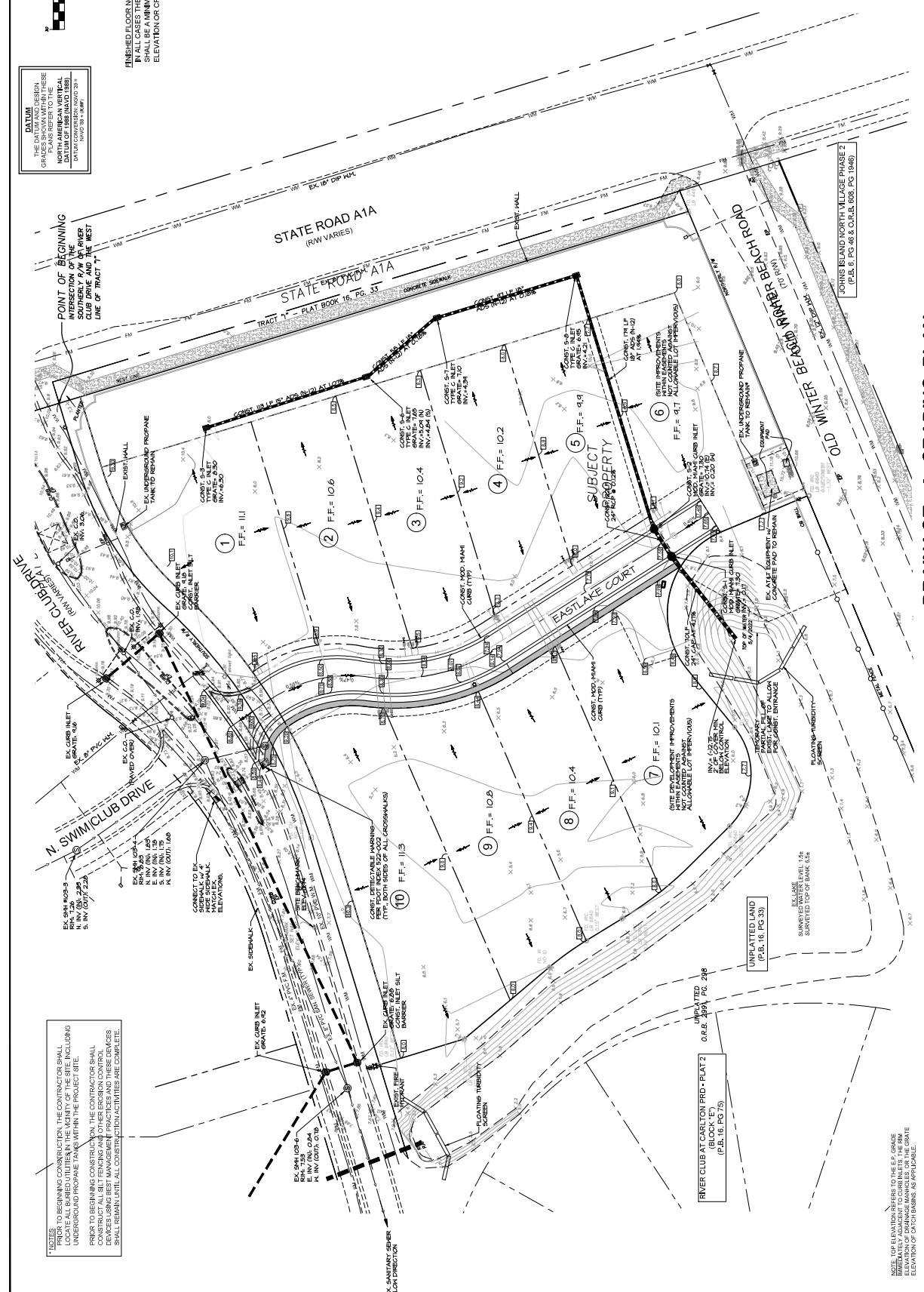
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DATUM
THE FINISHED GRADES SHOWN WITHIN THESE PLANS REFER TO THE DATUM OF THE NATIONAL DATUM OF 1984 (NAVD 83). DATUM CONVERSION NUMBER 297.

FINISHED FLOOR NOTE
IN ALL CASES THE FINISHED FLOOR ELEVATION OF EACH STRUCTURE SHALL BE A MINIMUM OF 2' ABOVE THE ADJACENT BACK OF SIDEWALK ELEVATION OR CROWN OF ROAD ELEVATION IF NO ADJACENT SIDEWALK.

NOTES: TO BEGIN CONSTRUCTION, THE CONTRACTOR SHALL LOCATE ALL BARRIED UTILITIES IN THE VICINITY OF THE SITE INCLUDING UNDERGROUND PROPANE TANKS WITHIN THE PROJECT SITE. PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL CONSTRUCT ALL SILT FENCING AND OTHER EROSION CONTROL MEASURES TO BE SHOWN ON THESE PLANS. ALL CONSTRUCTION ACTIVITIES SHALL REMAIN UNTIL ALL CONSTRUCTION ACTIVITIES ARE COMPLETE.



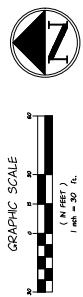
DRAINAGE & GRADING PLAN
CONSTRUCTION PLANS
RIVER CLUB SINGLE-FAMILY
GRAND HAVEN 1, LLC

M M
MASTELLER & MOLER, INC.
CONSULTING ENGINEERS
CERTIFICATE OF AUTHORIZATION NUMBER 4204
1655 27th STREET, SUITE 2, VERO BEACH, FLORIDA 32980
(772) 567-5300 / FAX (772) 794-1106

NO.	DATE	DESCRIPTION
1	07/28/16	REVISIONS
2	08/17/16	REVISIONS
3	09/09/2026	REVISIONS

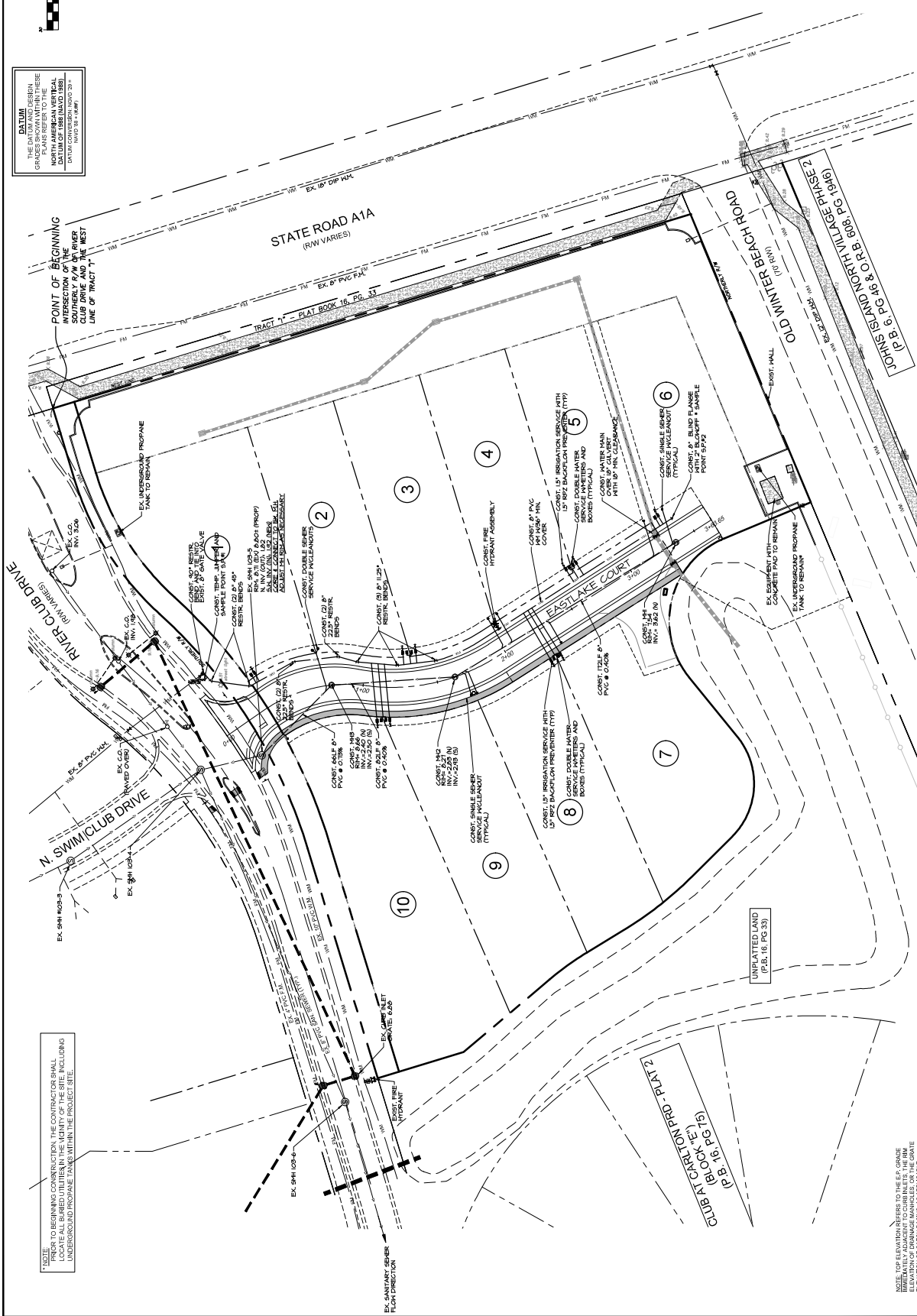
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No. 33189
STEPHEN E. MOLER, P.E. FL #33193
FLORIDA
TOWN OF INDIAN RIVER SHORES
© 2026 MASTELLER & MOLER, INC.

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DATUM
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NOTE: UPON BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL LOCATE ALL BARRIED UTILITIES IN THE VICINITY OF THE SITE INCLUDING UNDERGROUND PROPEANE TANKS WITHIN THE PROJECT SITE.



UTILITY PLAN

CONSTRUCTION PLANS
RIVER CLUB SINGLE-FAMILY
GRAND HAVEN 1, LLC

M M **MASTELLER & MOLER, INC.**
 CONSULTING ENGINEERS
 CERTIFICATE OF AUTHORIZATION NUMBER 4204
 1655 27th STREET, SUITE 2, VERO BEACH, FLORIDA 32980
 (772) 567-5300 / FAX (772) 794-1106

NO.	DATE	DESCRIPTION
1	02/17/25	REVISED PER MS CURRENT LETTER DATED 02/17/25
2	02/17/25	REVISED PERMS DRAFTY & RIVER CLUB DE CORRALM

REVISIONS

NO.	DATE	DESCRIPTION
1	08/09/2025	MASTELLER & MOLER, INC.
2	08/09/2025	NO. 33193
3	08/09/2025	NO. 33193
4	08/09/2025	NO. 33193
5	08/09/2025	NO. 33193
6	08/09/2025	NO. 33193
7	08/09/2025	NO. 33193
8	08/09/2025	NO. 33193
9	08/09/2025	NO. 33193
10	08/09/2025	NO. 33193

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STEPHEN E. MOLER, P.E. FL #33193
 TOWN OF INDIAN RIVER SHORES
 FLORIDA

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UNPLATTED LAND (P.B. 16 PG. 33)

EXIST. 10" WATER MAIN

EXIST. 10" SEWER MAIN

EXIST. 10" GAS MAIN

EXIST. 10" PROPEANE TANK



AGENDA ITEM

TO: Town Council

FROM: James Harpring, JD
Town Manager

DATE: June 16, 2026

SUBJECT: River Club Minor Modification – Garage Depth

Section 168.01 (F) of the Code of Ordinances authorizes the Town Manager to approve a minor modification of an approved site plan. Specifically, approval may be granted for various items to include infrastructure changes of a technical engineering nature to the water, sewer, drainage, or street designs.

Final engineering approvals have been submitted. One change requested in the approved site plan is the modification of garage depth to 22'. The approved Site Plan and PRD development guidelines provide for garage depth of 24'.

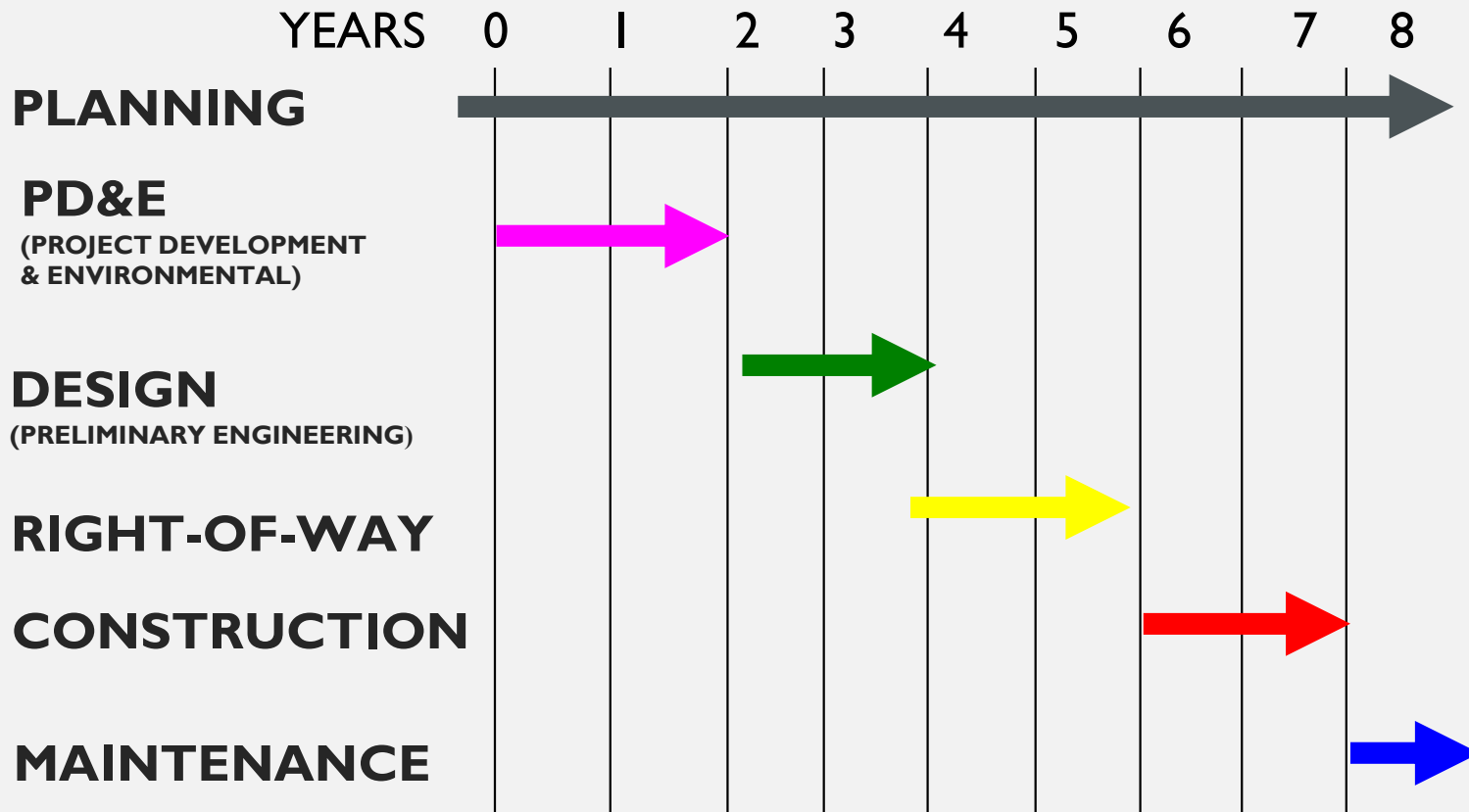
I determine this constitutes a minor modification and approve the request based on the following:

1. The request to reduce depth to 22' is within the Town Code of Ordinances.
2. No variance would be required for a garage with a depth of 22'.
3. There is no increase in the floor plan.





Progression of TIP Project Phases



“Thirteen years from concept to concrete”

2025 MPO PRIORITIES IN THE TIP

Type	Rank	Roadway	Project Limits	Improvement
Regional	1	CR-512	Willow St to I-95	Widen to 4 lanes
Highway	1	45th Street	58th Avenue to 43rd Avenue	Multimodal Safety Improvements
Highway	2	CR 510	87 th St to 58th Avenue	Widen to 4 lanes
Highway	3	CR 510	58th Ave to US 1	Widen to 4 lanes
Highway	4	82nd Ave	26th St to 69th St	Pave existing road
Highway	6	US 1	@ Aviation Blvd	Intersection improvements
Highway	7	Aviation Blvd	43rd Ave to US 1	Widen to 4 lanes

ADDITIONAL PROJECTS

- Resurfacing
 - Hwy AIA
 - Sebastian Inlet Bridge to Sand Dollar Way
 - Indian River/St Lucie County line to Jasmine Lane
 - 20th St (SR60), 43rd Ave, U.S. HWY 1, and CR-512 @ I-95
- Sidewalks & Trails
 - 43rd Ave from 45th St to 49th St and 41st St from 32nd Ave to U.S. HWY 1

TIP FUNDING

- TIP Funding total: \$254,533,961
- From Federal: \$121,570,437
- Funding for FY 2025/26 (current year): \$173,953,311

- Due to many major projects funded for construction:
 - CR 510 (\$36.7 Million), AIA (Sebastian Inlet Bridge (\$129 Million), two AIA resurfacing projects (\$26 Million), two SR 60 (20th street) resurfacing projects (\$23.8 million)
- New projects and phases added:
 - CR-512 construction funded in FY 2031 and Aviation Blvd @ U.S. 1 Intersection ROW funded in FY 2031

Indian River County Offshore Sand Resources

Prepared by the Coastal Engineering Division



Brief Update on Upland Sources

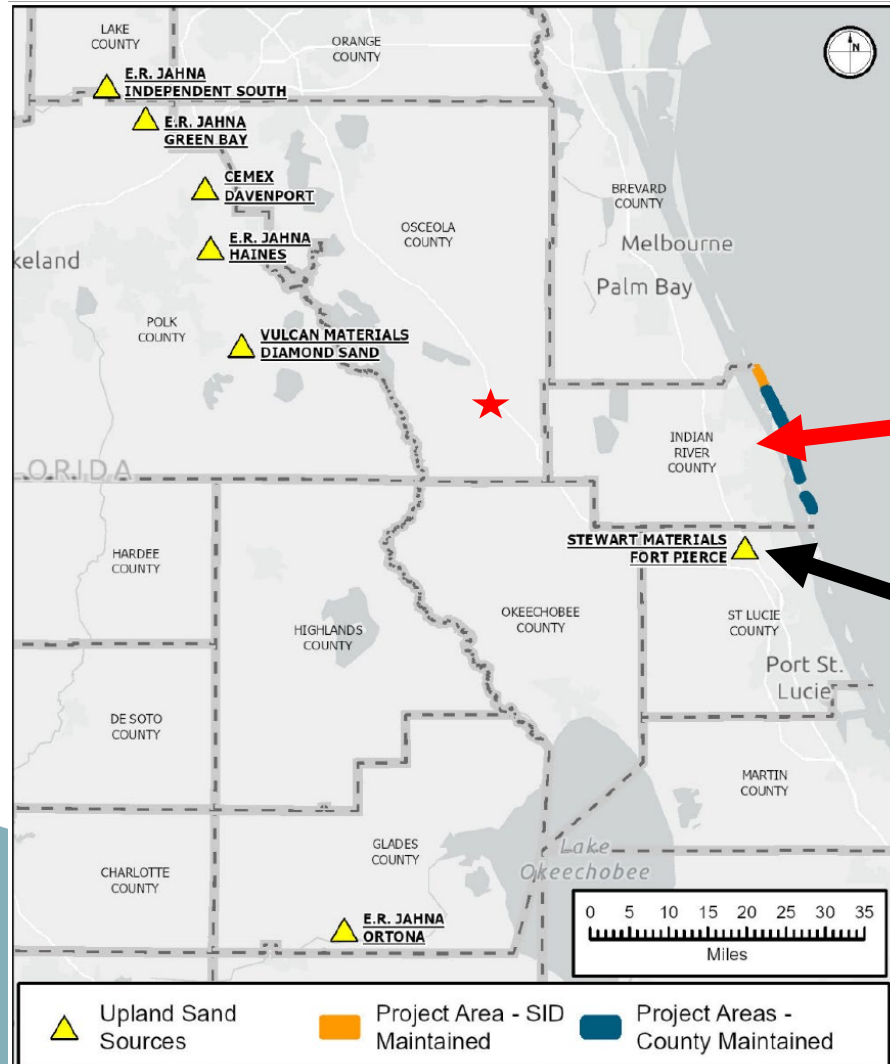


Figure 5.1 Locations of Upland Sand Sources

- Other active sand mines may begin producing beach-quality sand.
- Stewart Materials is opening a new sand mine near I-95 and SR-60.
 - Possible 20 years of sand
- Stewart Materials has a possible 10 years of sand from their Fort Pierce mine.

State Waters

vs

Federal Waters

- Extend from the shoreline out to approximately **3 nautical miles offshore**.
- Managed primarily by the Florida Department of Environmental Protection (FDEP).
- Typically easier and faster to permit than federal offshore sand sources.
- Often contain smaller, more limited sand resources.

- Begin approximately **3 nautical miles offshore** and extend seaward.
- Managed by the Bureau of Ocean Energy Management (BOEM).
- Require additional federal reviews, environmental studies, and leasing approvals.
- Generally contain larger sand resources capable of supporting long-term beach nourishment programs.

Offshore Borrow Area Permitting Overview

For All Offshore Sources

- Environmental, cultural resource, and engineering studies are required.
- Extensive agency coordination occurs throughout the process.
- Borrow area approvals are often incorporated into the beach nourishment project permit.

State Waters (< 3 nautical miles offshore)

- Requires investigations to identify beach-compatible sand.
- Permitted through the Florida state process and federal dredging permits.
- Typically coordinated through a Joint Coastal Permit (JCP).

Federal Waters (> 3 nautical miles offshore)

- Requires all state and federal permits for beach placement.
- Requires coordination with the federal offshore sand program.
- Requires a BOEM agreement before sand can be dredged.

DESKTOP STUDY

**RECONNAISSANCE
LEVEL
INVESTIGATION**

**DESIGN LEVEL
INVESTIGATION**

Sand Source Investigation and Permitting Process for a New Source

DESKTOP STUDY

Establish native beach sediment criteria and determine volume needs

Review existing literature and select preliminary investigation sites

Identify existing data and determine data needs for field investigations

Create field plan for reconnaissance level investigation

Apply for and obtain a de minimus permit exemption from FDEP and a Nationwide Permit from USACE to conduct geotechnical investigations offshore

RECONNAISSANCE LEVEL INVESTIGATION

Collect geophysical data (bathymetry, sub-bottom seismic, sidescan sonar, and magnetometer)

Review geophysical data and optimize vibracore boring locations

Collect reconnaissance-level vibracores along geophysical tracklines at no greater than 3,000 ft spacing

Analyze collected and historic data

Determine area(s) to target for design level investigation

DESIGN LEVEL INVESTIGATION

Collect additional geophysical data at no greater than 1,000 ft spacing

Collect additional vibracore borings at no greater than 1,000 ft spacing

Perform a compatibility analysis of the vibracore boring sediments to the native beach sediment

Sediment analysis includes grain size, color, carbonate content, organic content and visual shell

Delineate borrow area boundaries based on results

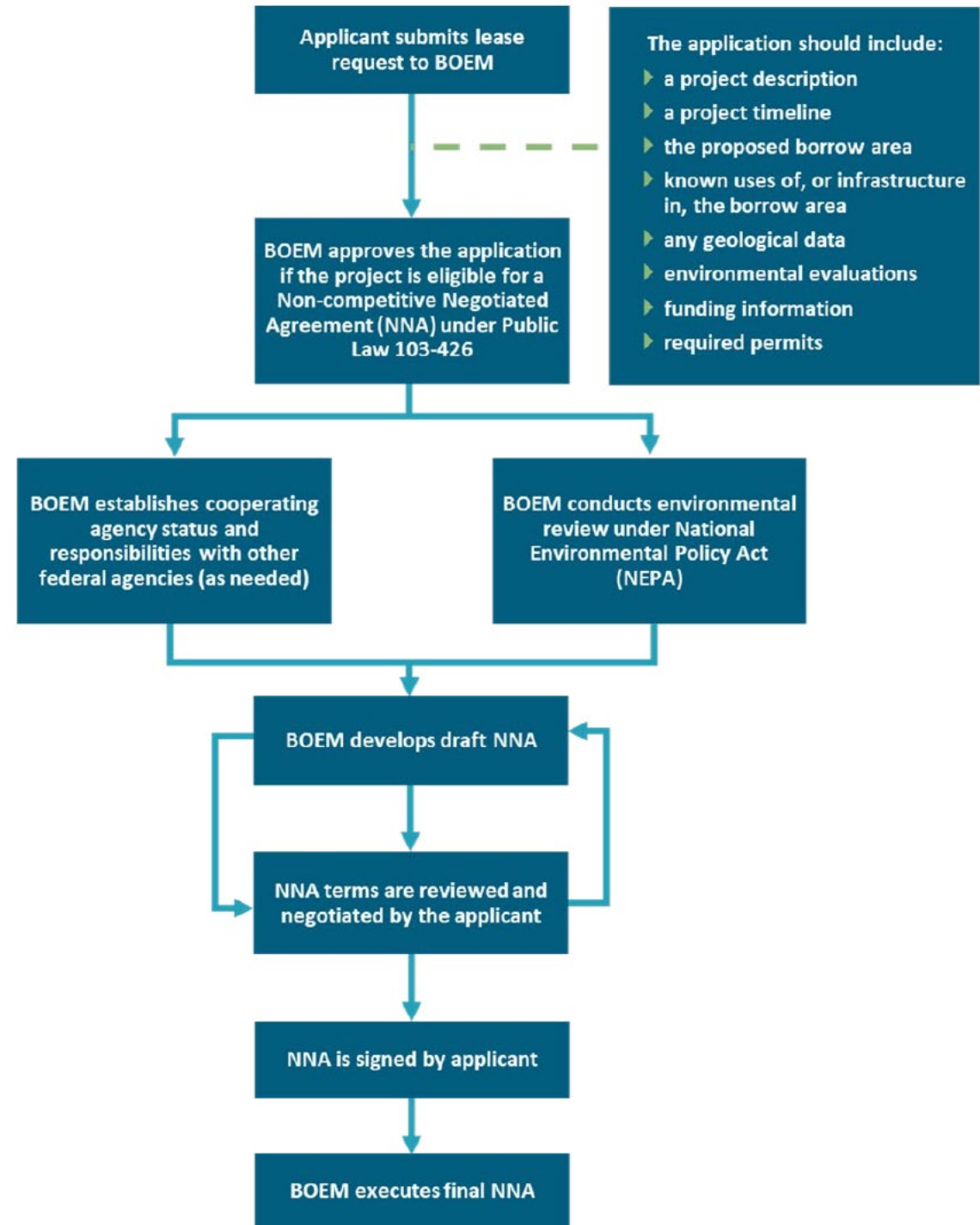
Document investigation findings

FDEP AND DA PERMIT REQUIREMENTS

- ▶ Vibracore boring logs; borings must be spaced no more than 1,000 ft apart and extend 2 ft below the max dredge depth
- ▶ Grain size analyses of the sediment
- ▶ Summary table and spreadsheet of sediment statistics and characteristics
- ▶ Compatibility analysis of borrow area sediment to native beach
- ▶ Chemical analyses of sediment (if applicable)
- ▶ Borrow area conservation/dredge plan
- ▶ Sediment QA/QC plan
- ▶ Topographic and bathymetric survey drawings (within 6 months)
- ▶ Natural resource survey
- ▶ Biological monitoring plan (if applicable)
- ▶ Mitigation plan (if applicable)
- ▶ Cultural resources assessment
- ▶ Identify pipeline corridors

BOEM Federal Waters Sand Source Process

- It is estimated that this takes between 5 and 10 years to complete.
- The Non-competitive Negotiated Agreement (NNA) are valid for 5 years before needing to re-evaluate.



Existing Offshore Sand Source

2001 USACE / ATM study identified three offshore borrow areas:

- **North Borrow Site** (Sector 3 area, ~0.5 miles offshore)
 - **Central Borrow Site** (Sector 6 area, ~2.5 miles offshore)
 - **South Borrow Site** (Indian River Shoal complex, Sectors 7–8)
-
- **Methods used**
 - Geophysical surveys
 - Jet probing
 - Vibracore sampling
 - Sediment compatibility and volume estimates

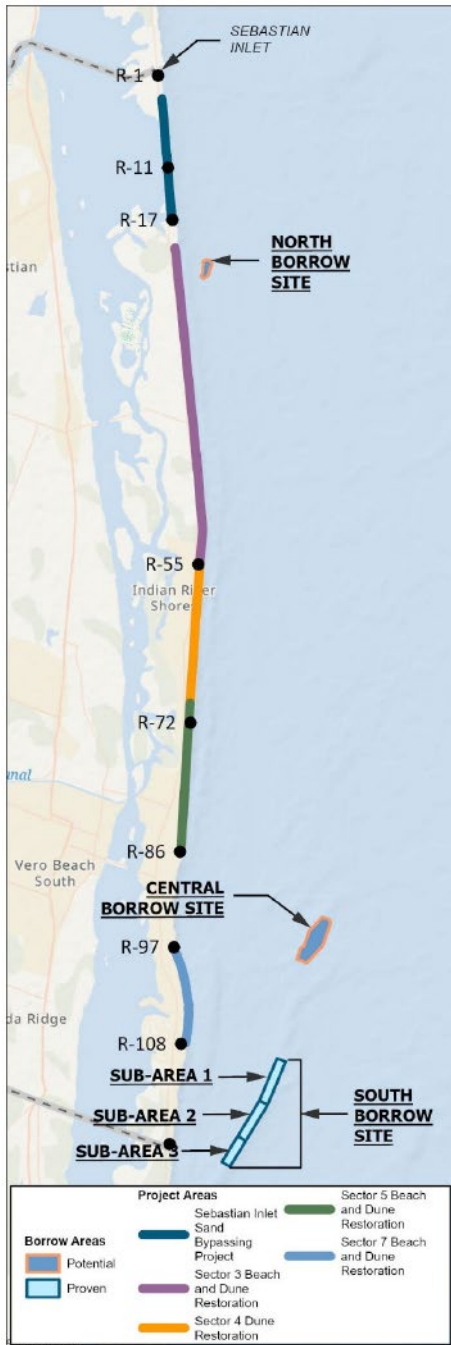
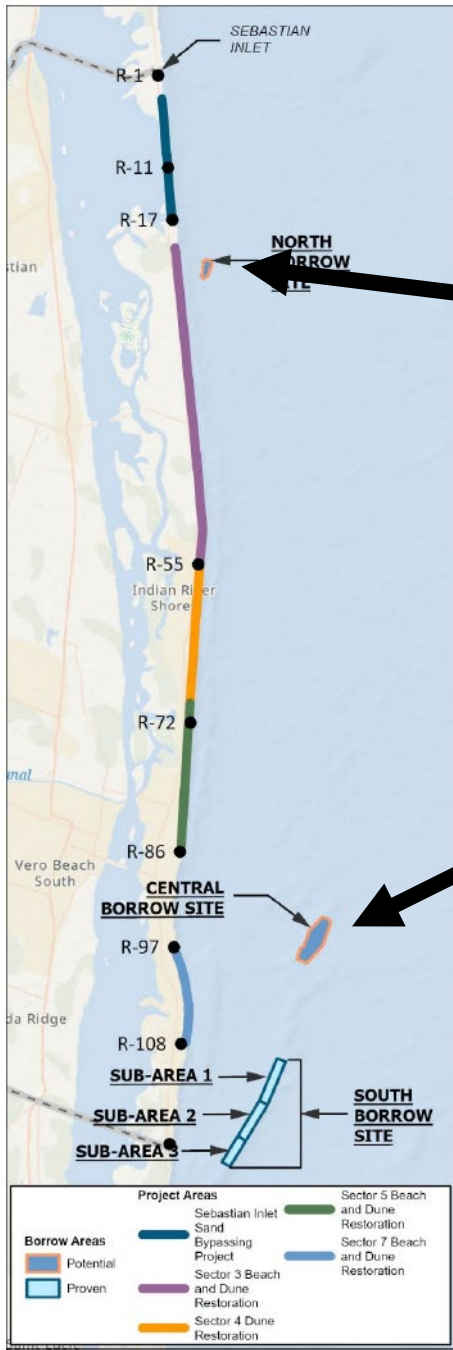


Figure 5.2 Locations of Proven and Potential Offshore Sand Sources

Existing Offshore Sand Source



North Borrow Site

- ~0.9 Mcy estimated sand
- Fine–medium sand with shell, gravel, and mud layers
- Gravel content exceeds FDEP 5% threshold → requires processing/screening
- Unpermitted and not developed

Central Borrow Site

- ~3.1 Mcy estimated beach-compatible sand
- **Moderate grain size, generally suitable material**
- Requires additional delineation and permitting before use

Figure 5.2 Locations of Proven and Potential Offshore Sand Sources

Existing Offshore Sand Source

South Borrow Site (Most developed)

- Originally ~4.2 Mcy across 3 sub-areas
- Multiple past nourishment projects have used this source
- 2019 survey: **~2.5 Mcy remaining usable sand**
- Permitted for multiple projects (Sector 3 and Sector 7 authorizations)
- Active, viable offshore sand resource for county planning

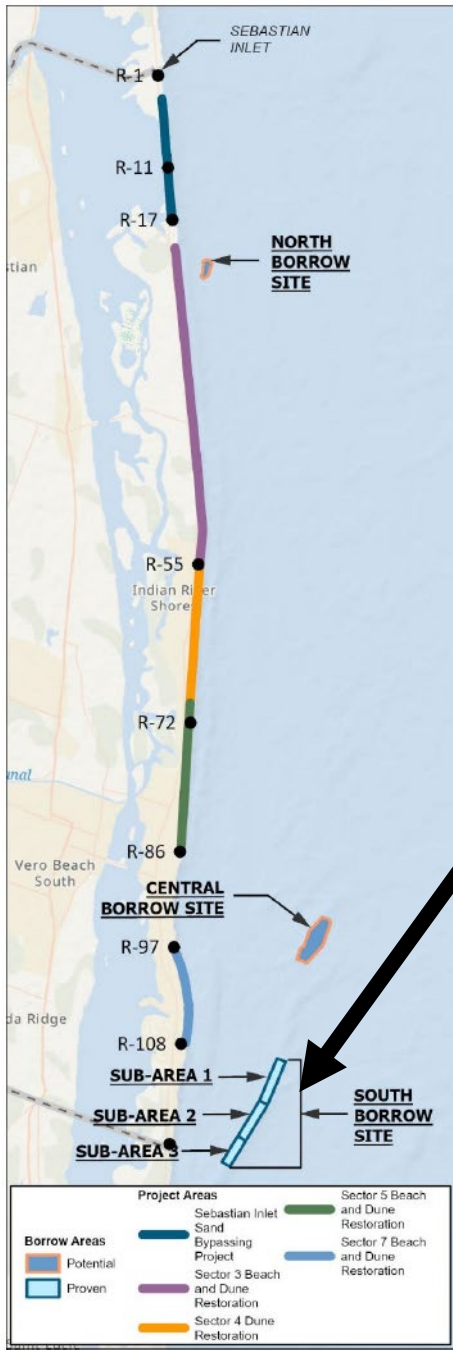
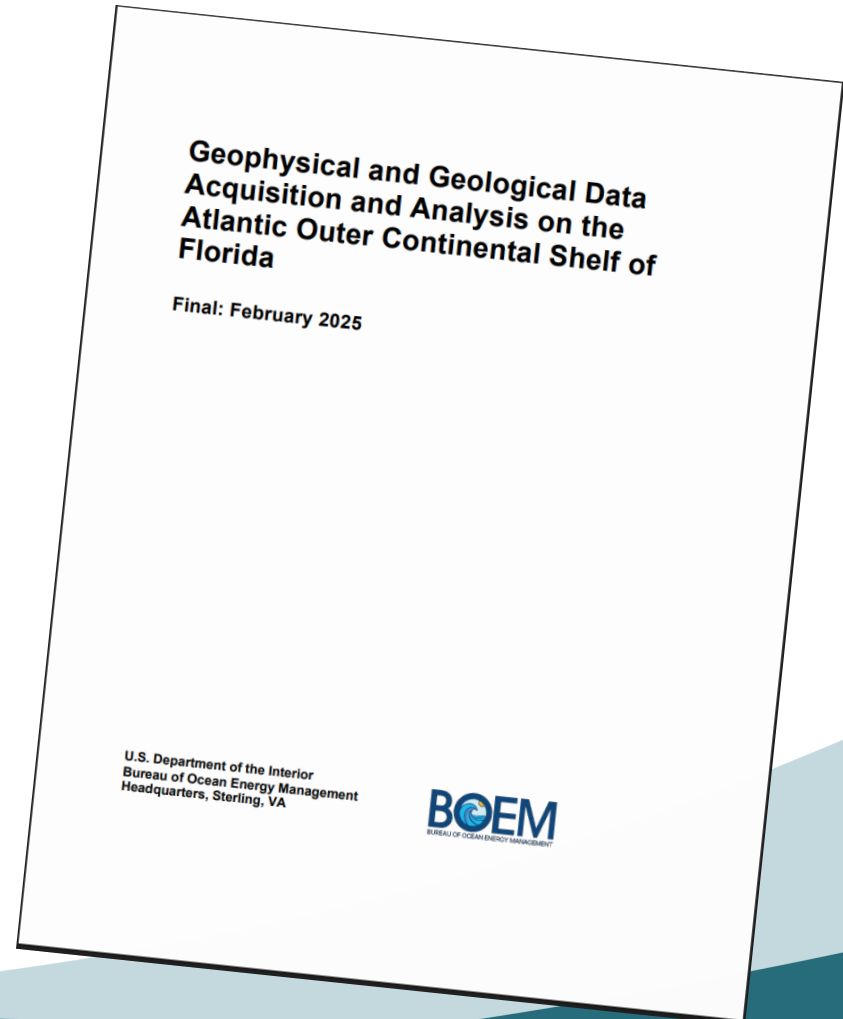


Figure 5.2 Locations of Proven and Potential Offshore Sand Sources

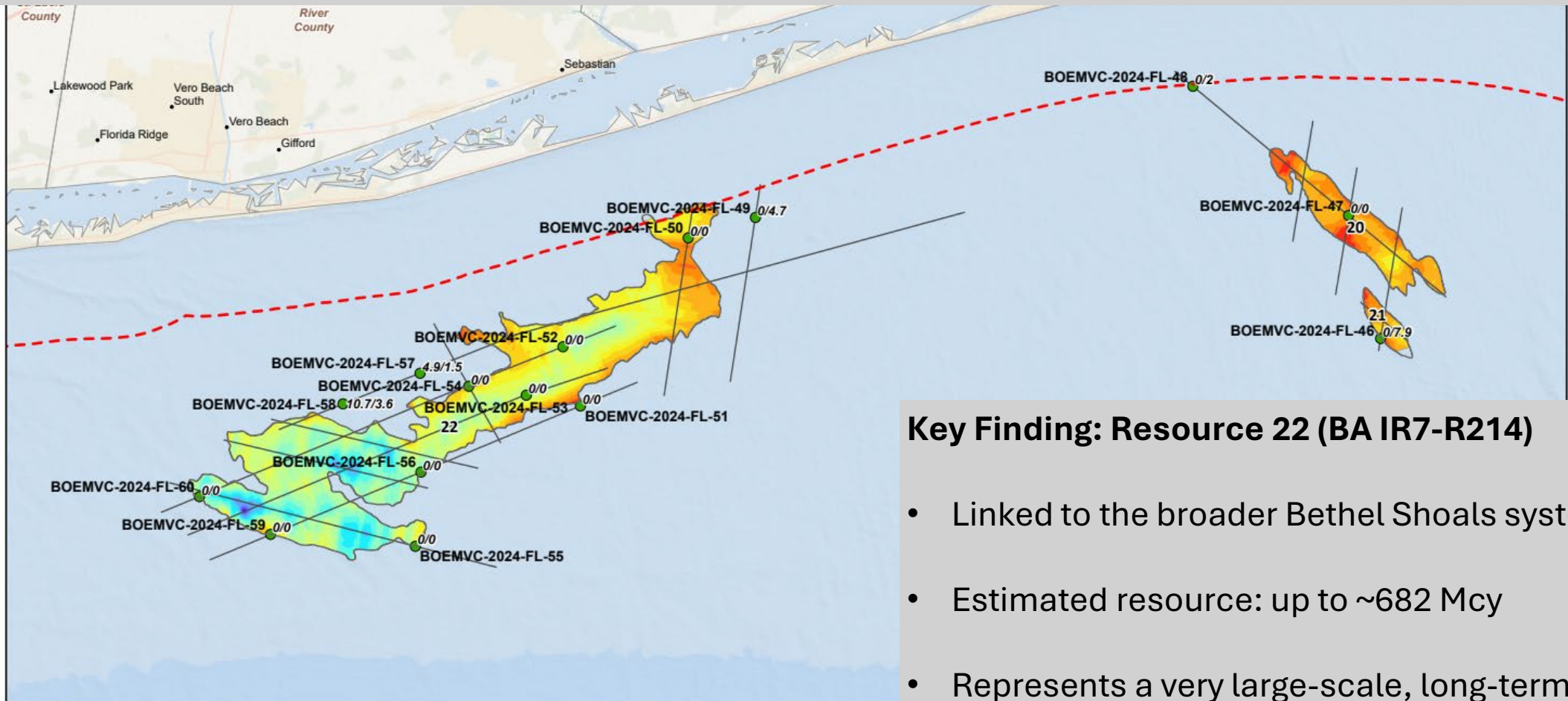
BOEM 2025 Atlantic OCS Sand Resource Study

2025 BOEM study (OCS Study BOEM 2025-030)

- Mapped offshore sand resources on the Atlantic Outer Continental Shelf to support long-term beach nourishment planning.
- Focused on the Offshore Indian River County, using geophysical surveys and vibracore data. With a focus on Federal Projects.
- Aimed to identify potential federal offshore sand alternatives to truck haul and nearshore/state borrow sources.



BOEM 2025 Atlantic OCS Sand Resource Study



Key Finding: Resource 22 (BA IR7-R214)

- Linked to the broader Bethel Shoals system
- Estimated resource: up to ~682 Mcy
- Represents a very large-scale, long-term sand reserve for future nourishment

Notes:

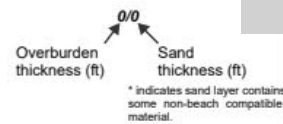
1. Background imagery is the ESRI's World Ocean basemap.
2. Geophysical data collected by APTIM between July 7, and July 26, 2023.
3. Geotechnical data collected by APTIM between April 25 and June 16, 2024

Legend:

- As-Run Geophysical Lines
- As-Built Vibracores
- Potential Deposits
- Federal/State Boundary

Sand Thickness derived from Coastal Relief Model

data (ft):			
0.3 - 3	10 - 12	20 - 22	30 - 32
3.1 - 4	12 - 14	22 - 24	32 - 34
4 - 6	14 - 16	24 - 26	
6 - 8	16 - 18	26 - 28	
8 - 10	18 - 20	28 - 30	

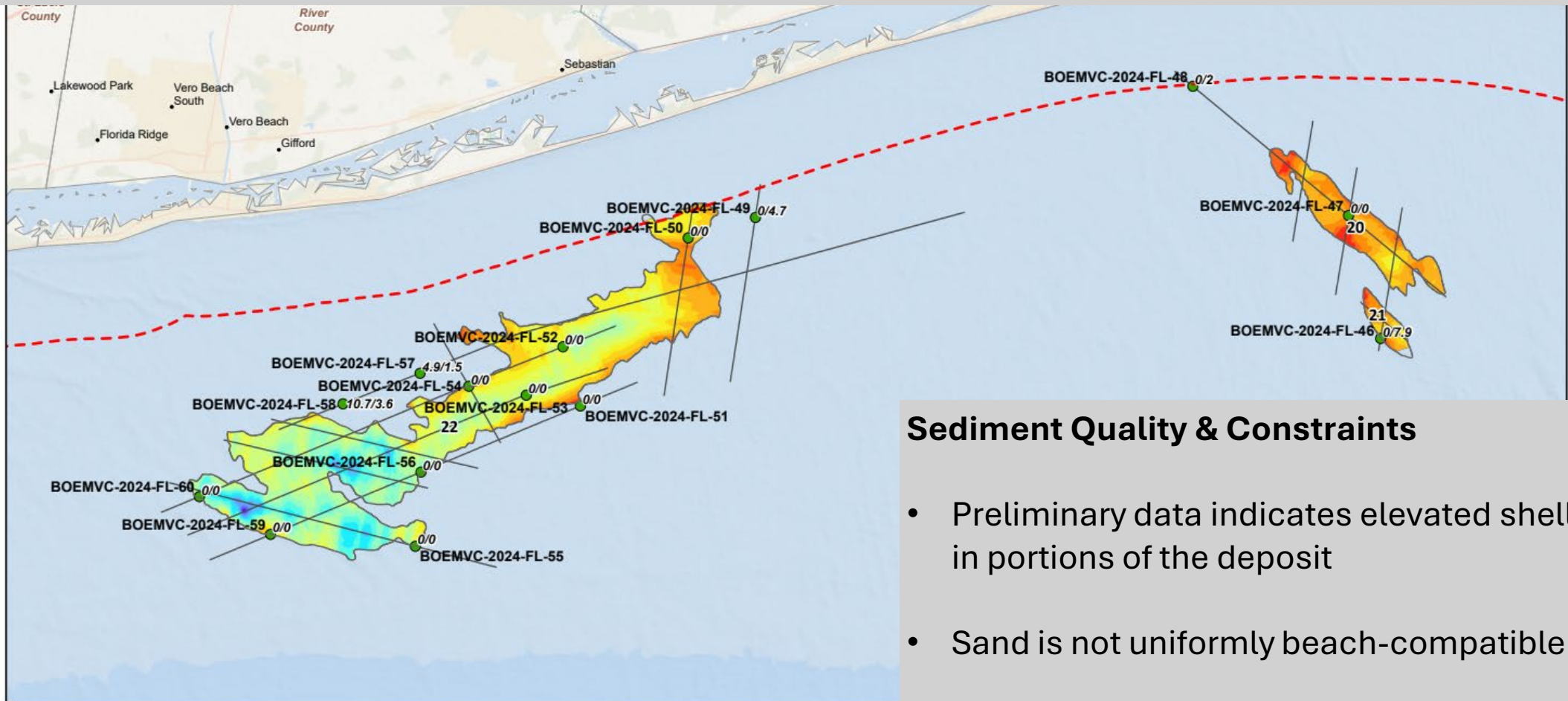


Surface Sand Grain Deposits - Sebastian Inlet
 Geophysical and Geological Data Acquisition and Analysis on the Atlantic Outer Continental Shelf of Florida

APTIM 725 US Highway 301 South
 Tampa, FL 33619
 APTIM.com

Date: 01/22/2025 Drawn by: AH Contract Number: 140M0121D0006 **Map No.: 7c**

BOEM 2025 Atlantic OCS Sand Resource Study



Sediment Quality & Constraints

- Preliminary data indicates elevated shell content in portions of the deposit
- Sand is not uniformly beach-compatible
- Resource likely requires selective mining or “sweet spot” identification

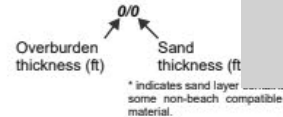
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Legend:

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- As-Built Vibracores
- Potential Deposits
- - - Federal/State Boundary

Sand Thickness derived from Coastal Relief Model data (ft):			
0.3 - 3	10 - 12	20 - 22	30 - 32
3.1 - 4	12 - 14	22 - 24	32 - 34
4 - 6	14 - 16	24 - 26	
6 - 8	16 - 18	26 - 28	
8 - 10	18 - 20	28 - 30	



Key Takeaway on Resource 22

Resource 22 would likely take 5–10 years to fully permit and enter production, with an initial BOEM authorization window of approximately 5 years to begin and execute dredging phases — after which continued use would require renewal or amendment, not re-discovery of the resource.

Sand Needs

Year	Project	CY Placed
2020	Sector 5 Beach and Dune	171,149
2021-2022	Sector 3 (Phase I & II)	529,092
2024	Sector 3 Dune Only	223,040
2025	Sector 4 Dune Only	116,970
2026	Sector 5 Beach and Dune	115,901

Approx **1.1 MCY placed** since 2020

No nourishment projects planned for the next 4 years.