Islamorada, Village of Islands
REGULAR VILLAGE COUNCIL MEETING

January 19, 2023 - 5:30 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

The Village Council has resumed the in-person regular meeting format. Virtual participation is still available to the public. Please see the last page of the agenda for participation details

AGENDA

I. CALL TO ORDER / ROLL CALL

II. PLEDGE OF ALLEGIANCE

III. AGENDA: Requests for Deletion / Emergency Additions

IV. PUBLIC COMMENT

(This is general public comment. It provides an opportunity for the public to speak about matters not scheduled elsewhere on the agenda. The mayor opens public comment on agenda items throughout the meeting.)

V. MAYOR / COUNCIL COMMUNICATIONS

A. Discussion Regarding Committees & Selection Process

B. Discussion Regarding Island Silver & Spice Concept Proposals

C. Discussion Regarding Crooked Palm Supplemental Parking Agreement

D. Discussion Regarding Building Permit Exemptions

VI. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

A. Charitable Contribution Policy

VII. CONSENT AGENDA

(All items on the Consent Agenda are considered routine by the Village Council and will be approved by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which event, the item will be moved to the Main Agenda.)

A. Minutes of December 6, 2022 Regular Village Council Meeting

B. Resolution Renewing an Agreement with Res Florida Consulting, LLC, For Continued Water Quality And Benthic Vegetation Monitoring in Village Canals

(Peter Frezza, Environmental Resources Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A RENEWAL OF THE AGREEMENT BETWEEN ISLAMORADA, VILLAGE OF

ISLANDS AND RES FLORIDA CONSULTING, LLC FOR WATER QUALITY AND BENTHIC VEGETATION MONITORING IN VILLAGE CANALS; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE RENEWAL; AND PROVIDING FOR AN EFFECTIVE DATE.

C. Floodplain Management Plan Annual Progress Report – 2022

VIII. ORDINANCES

A. Proposed Amendments to Chapter 30 Land Development Regulations, Article II Building Code, Article III Floodplain Management Standard

(Megan Rumbaugh, Floodplain/CRS Coordinator, Sheila Denoncourt, Chief Building Official, Ted Yates, Village Manager)

AN ORDINANCE BY THE VILLAGE COUNCIL AMENDING THE ISLAMORADA, VILLAGE OF ISLANDS CODE OF ORDINANCES TO AMEND CODE OF ORDINANCE CHAPTER 6, ARTICLE II, BUILDING CODE, TO ADD NEW DIVISION 3 TO ADOPT ADMINISTRATIVE AMENDMENTS TO THE FLORIDA BUILDING CODE AND TO ADD NEW DIVISION 4 TO ADOPT TECHNICAL AMENDMENTS TO THE FLORIDA BUILDING CODE; TO REPEAL CHAPTER 6, ARTICLE III, FLOODPLAIN MANAGEMENT STANDARDS; TO ADOPT A NEW ARTICLE III; TO ADOPT FLOOD HAZARD MAPS, TO DESIGNATE A FLOODPLAIN ADMINISTRATOR, TO ADOPT PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS; AND FOR OTHER PURPOSES; PROVIDING FOR APPLICABILITY; SEVERABILITY; AND AN EFFECTIVE DATE.

IX. RESOLUTIONS

A. Resolution Approving Agreement for Wastewater SCADA Improvement Project

(A.J. Engelmeyer, Public Works Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING STAR CONTROLS, INC. FOR THE WASTEWATER SCADA IMPROVEMENT PROJECT AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

B. Approval of the Residential Building Permit Allocation System (“BPAS”) Ranking and Awards for Quarter 4 of 2022

(Daniel J. Gulizio, Director of Planning and Developmental Services)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING RESIDENTIAL BUILDING PERMIT ALLOCATION SYSTEM (“BPAS”) RANKINGS

AND AWARDING RESIDENTIAL BUILDING PERMIT ALLOCATIONS FOR QUARTER 4 OF 2022; AND PROVIDING AN EFFECTIVE DATE

C. Approval of the Residential Building Permit Allocation System ("BPAS") Ranking and Awards for Quarter 4 of 2022 for Affordable Housing

(Daniel J. Gulizio, Director of Planning and Developmental Services)
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING RESIDENTIAL BUILDING PERMIT ALLOCATION SYSTEM RANKINGS AND AWARDING AFFORDABLE RESIDENTIAL BUILDING PERMIT ALLOCATIONS FOR QUARTER 4 OF 2022; AND PROVIDING FOR AN EFFECTIVE DATE

X. ADJOURNMENT

Options for Viewing the Village Council Meeting:
The public is encouraged to watch the meeting on Monroe County's MCTV Comcast Channel 77. Alternatively, the public may view the meeting streamed live on the Village website from their personal computer, tablet or phone via the following link: https://www.islamorada.fl.us/departments/communications/live_village_broadcast_meeting.php

Option 1: Email your comments.
1. Public comment should be submitted via email to: public.comment@islamorada.fl.us
2. The email should contain "Public Comment" in the subject line.
3. The name and address of the submitter shall be included in the email.
4. Public comment should be submitted by 9 a.m. the day before the meeting. Public comment will be sent to the Village Councilmembers for consideration prior to the meeting. Public comments will not be read during the meeting.

Option 2: Call in During the Meeting.
1. If phoning in, dial 301-715-8592 and enter the webinar **ID: 911 0656 4166** followed by #. When the Mayor opens public comment pertaining to the agenda item you are interested in dial ***9** to be recognized by the Zoom meeting monitor. The Monitor will call you by the last four digits of your phone number. Please be sure to unmute your phone when you are called upon.

2. If watching online via Zoom: Open the Zoom webinar link https://zoom.us/j/91106564166 and follow the prompts to join the webinar. When the Mayor opens public comment use the "raise your hand" feature to be recognized by the meeting monitor. Public comments will be heard in the order in which they are received.

ADA Assistance:
These meetings are open to the public. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the ADA Coordinator at (305) 664-6448 or by email at ADA@islamorada.fl.us at least 48 hours before the scheduled meeting

Council Communication

To: Mayor and Village Council
From: Elizabeth Jolin, Council Member
Date: January 19, 2023
SUBJECT: **Discussion Regarding Island Silver & Spice Concept Proposals**

Background:
Discussion Requested by Elizabeth Jolin

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None

Council Communication

To: Mayor and Village Council
From: Elizabeth Jolin, Council Member
Date: January 19, 2023
SUBJECT: **Discussion Regarding Crooked Palm Supplemental Parking Agreement**

Background:
Discussion Requested by Council Member Elizabeth Jolin

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments:
1. Parking_Agreement_SCBT
2. Property Overview

PARKING LICENSE AGREEMENT

168 GARDENIA STREET, LLC, a Florida limited liability company (Licensee) and 90184 RENTALS, LLC, a Florida limited liability company (Licensor) have agreed to grant a non-exclusive license to use parking spaces located at 168 GARDENIA ST, TAVERNIER (the "Property") for parking and related vehicle uses on the following terms:

- **Term:** ONE (1) Years commencing January 1, 2022 and ending DECEMBER 31, 2023.
- **Termination:** Either party may terminate this agreement at any time with no less than sixty (60) days prior written notice.
- **Relocation:** Licensor has the right, with ten (10) days prior written notice, to relocate the Parking Area to another designated area within the property.
- **Parking Fee:** Licensee will pay Licensor $250.00 per month, plus applicable sales tax. Licensee will pay Licensor on or before the first (1st) day of each month. Late payments are subject to a five percent (5%) late fee after five (5) days of due date.
- **Payment Address:** All payments to Licensor shall be made to the following:

- **Maintenance:** Licensee will repair any damage caused by Licensee or any of its affiliates and its and their agents, directors, officers and employees. In no event will Licensor have the right to inspect the contents of any vehicle parking or located on the Parking Lot however, Licensee shall not allow for any broken down, or non-functioning vehicles on site.
- **Insurance:** Licensee will carry commercial general liability insurance with a per occurrence limit of not less than $1,000,000 and $2,000,000 aggregate, naming Licensor and its affiliates as additionally insureds. Licensor and Licensee waive any rights, of subrogation or otherwise, each may have against the other of any insurance company on account of any loss or damage occasioned to Licensor or Licensee's respective property or any part of the Parking Area, arising from any risk to the extent covered by, or would have been covered by, such party's insurance.
- **Surrender:** If Licensee continues to use the Parking Area after the Term expires, with Licensors consent, the Parking fee will be increased by twenty-five percent (25%), and either Licensee or Licensor can terminate the license by giving the other party thirty (30) days notice.
- **Limitation of Liability:** Neither Licensor nor Licensee will be liable under any circumstances for consequential, special, punitive or indirect damages, such as lost profits or interruption of either party's business and hold the other harmless against any claims by any person claiming any form of compensation related to this transaction.
- **Evacuation:** In the event of a Hurricane or named storm it is the responsibility of the Licensee to vacate all vehicles within the Parking Area and to secure fencing, three day prior to scheduled impact. The Licensor will not be responsible or liable for any damages. Evacuation will not abate the license fee.
- **Notices:** All notices to Licensee will be made by overnight mail or certified delivery to:

168 GARDENIA STREET, LLC
68 SHORELAND DRIVE
KEY LARGO, FL 33037

This Agreement is executed by the parties and effective as of the Effective Date of November 11, 2022.

LICENSOR:

By: Chris Sizzle
Name:
Its: Owner
Date: 11-11-22

LICENSEE:

By:
Name: Justin Andrews
Its: MGR
Date: 11/12/22

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Council Communication

To: Mayor and Village Council
From: Mark Gregg, Council Member
Date: January 19, 2023
SUBJECT: **Discussion Regarding Building Permit Exemptions**

Background:
Discussion Requested by Council Member Mark Gregg

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments:
1. Islamorada, FL Code of Ordinances building permits
2. Monroe County, FL Code of Ordinances permits

Sec. 6-61. - Work requiring building permit.

(a) Permits are required as provided in the Florida Building Code, and for the following work:

(1) Land clearing, the placement of fill, commercial and residential demolition, blasting, excavation, or the storage of materials.

(2) Signs, fences, and the tie-downs of habitable structures.

(3) Any work subject to floodplain management requirements.

(b) In addition to the exemptions provided for in the Florida Building Code, a building permit shall not be required for the following type of work:

(1) Minor repairs to existing work, as referenced in the Florida Building Code, or remodeling, unless specifically listed in subsection (a)(1), (2), or (3) of this section and if the fair market value of the minor repairs or remodeling is less than $2,500.00. For the purposes of this subsection, fair market value shall mean the aggregate total of all work contained in any particular project based upon the following:

a. The value shall be based on an invoice for materials and labor which reflects an arms-length transaction or, if no invoice is available, the cost of materials and labor calculated as if the materials and labor were purchased pursuant to an arms-length transaction.

b. Labor costs shall be calculated pursuant to the most recent edition of Means Construction Data adding in a local modifier or what the average contractor in the village would charge.

c. "Voluntary labor" or "gift material" cannot be used to represent fair market value.

(2) Any roofing work measuring one roofing square (100 square feet) or less.

(3) The installation of satellite television antennas that are one meter or less in diameter and microwave receiving antennas that do not exceed one meter in diameter, provided that the antenna is attached to a residential or commercial building or placed at ground level.

(4) Removal of five or fewer plants of exotic invasive vegetation on a developed parcel, but this exemption does not apply if the removal is a part of a larger operation undertaken in segments within any 90-day period, whether by the same or different contractors, the property owner, or if undertaken in conjunction with any construction.

(5) Carpeting and tiling of floors of single-family and multifamily residences, which have previously been inhabited.

(6) Painting a single-family or multifamily residence and painting a commercial building, exclusive of signage.

(c) A building permit shall be required, but fees shall not be charged, for any construction, reconstruction, maintenance, renewal, repair, or remodeling of any structure, undertaken by any department, agency, or special district of the village which is under the village council; provided that any department, agency, or special district undertaking development as defined in F.S. § 380.04, shall provide written notice of its intent to undertake such development to the state land planning agency before commencing work, and provided that inspectors of the village building department shall inspect work exempt under this subsection for compliance with the applicable building and life safety codes.

(d) An application for a building permit shall include the name of the contractor who shall perform the work and who shall provide written and notarized permission of the property owner. Where the permitted work is to be performed by a contractor other than the contractor already named on the permit, the new contractor, prior to commencing work, must be properly licensed and insured to perform that work, and must sign on to the permit at the building department.

(Ord. No. 02-26, § 3(6-10), 11-14-2002; Ord. No. 06-06, § 5, 3-23-2006; Ord. No. 09-02, § 2, 2-26-2009)

Sec. 6-100. - Permits required.

(a) *Applicability.* A permit shall be required for all work shown in the following table, except where specifically exempted this section.

Work Requiring a Permit	*Residential Exceptions**
Site preparation including: land clearing, placements of fill, excavation, and blasting; however, no permit for site preparation may be issued except in conjunction with the establishment of a use or structure allowed in the land use district.	*None. However, no fee (including education; contractor investigation; or tech fees) shall be charged for invasive exotic vegetation removal if permit is not classified as clearing and grubbing.*
Removal of invasive exotic vegetation	A permit is not required for the removal of ten or fewer stems of invasive exotic vegetation on parcels with a lawfully established principal use; however, this exemption shall not apply if the removal is part of a larger clearing operation undertaken in segments within any one calendar year, whether by the same or different contractors and/or the property owner or if undertaken in conjunction with any construction.
Pruning, trimming, or removal of trees	A permit or mitigation is not required if a property owner obtains documentation from an arborist certified by the International Society of Arboriculture or a Florida licensed landscape architect that a tree presents a danger to persons or property.
Demolition	Residential demolition where the fair market value of the demolition work is less than $2,500.00 and all pertinent utilities have been properly disconnected.
Tie downs of habitable structures	None
Signs	Those signs that are specifically exempt from permit requirements pursuant to part II of this Code; however, in no case shall a sign be exempt if its installation represents a threat to life and safety.
Fences	None
Sheds	None. Effective July 1, 2013, sheds are no longer exempt from permitting per this Section.
Chickees not constructed by Miccosukee or Seminole Indians	None
Any new construction and remodeling work of principal and accessory structures	Interior remodeling where the fair market value of such work is less than $2,500.00 and there is no change in the original size or configuration.
	Exterior and interior painting of single- and two-family residential buildings.
	Installation of carpeting and floor coverings in single- and two-family residential buildings that have previously been inhabited, if the fair market value of the work is less than $5,000.00.
	Normal maintenance or ordinary minor repairs where the fair market value of such work is less than $2,500.00.
All work in the electrical, mechanical, and plumbing trades	Normal maintenance or ordinary minor repairs where the fair market value of such work is less than $2,500.00.
	The installation of satellite antennas and microwave receiving antennas that do not exceed one meter in diameter but only where mounted on existing buildings or structures.
All work subject to the floodplain management requirements of part II of this Code	Normal maintenance or ordinary minor repairs where the fair market value of such work is less than $2,500.00.

Resource extraction activities (as defined in part II of this Code)	None
Any work involving life safety	None

*Note: Notwithstanding the exceptions set forth herein, permits will always be required for new work involving electrical, mechanical, plumbing or any improvements subject to floodplain regulations; and if the construction, repair, remodeling or improvement work is a part of a larger or major operation, whether undertaken by the same or different contractor. NO EXCEPTIONS apply to work conducted below base flood elevation and/or subject to the floodplain management requirements of the Monroe County Code to structures located within a Coastal Barrier Resource System (CBRS) or structures located within flood zone AE or flood zone VE. All residential work that is exempt from Monroe County permitting shall still comply with the Florida Building Code, this chapter, and part II of this Code and shall be subject to code compliance.

(b) *Separate permit required.* A separate permit shall be required for each principal structure and any dock, seawall, and riprap accessory structure.

(c) *Blanket invasive exotic removal permit.* An annually renewable blanket permit for the removal of invasive exotic vegetation is available to not-for-profit conservation agencies as approved by the county biologist.

(d) *Permit exemptions for Hurricane Wilma.* Notwithstanding the provisions of subsection (a) of this section, the following work shall be exempted from requiring a permit prior to the time periods specified below:

(1) No permit shall be required where imminent danger to life or safety exists or to prevent further property damage caused by Hurricane Wilma. Property owners may make necessary repairs to the minimum extent necessary without a permit; however, photographs should be taken before and after the necessary repairs. This exemption from the permitting requirements of this chapter shall be for a period of 60 days from the effective date of the ordinance from which this section is derived.

(2) No permit shall be required for any residential work involving the replacement of 300 square feet or less of storm damage roof shingle. This exemption from the permitting requirement of this chapter shall be for a period of 60 days from the effective date of the ordinance from which this section is derived.

(3) No permit shall be required for any work involving the demolition/removal of dry wall, cabinet and vanities, heating/cooling and electrical systems, and floor coverings in flooded structures, and demolition of storm damaged accessory structures or docks, seawalls, and lifts. This exemption from the permitting requirement of this chapter shall be for a period of 90 days from the effective date of the ordinance from which this section is derived.

(e) *Miccosukee and Seminole chickee huts.* Chickees constructed by the Miccosukee Tribe of Indians or the Seminole Tribe of Florida require a land development permit. The term "chickee" means an open-sided wooden hut that has a thatched roof or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features. Chickees shall comply with part II of this Code and shall be subject to code compliance.

(Code 1979, § 6-17; Ord. No. 010-2002, § 6; Ord. No. 033-2004, § 1; Ord. No. 031-2005, § 2; Ord. No. 026-2013, § 2 ; Ord. No. 018-2015 , § 1; Ord. No. 015-2020 , § 1)

Editor's note— Ord. No. 018-2015, § 1, adopted Sept. 16, 2015, changed the title of § 6-100 from "Building permits required" to read as herein set out.

Council Communication

To: Mayor and Village Council
From:
Date: January 19, 2023
SUBJECT: **Discussion Regarding Avacado/DeLeon Intersection**

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None

Council Communication

To: Mayor and Village Council
From: Ted Yates, Village Manager
Date: January 19, 2023
SUBJECT: **Charitable Contribution Policy**

Background:
The Village has a history of making donations to charitable/nonprofit organizations. The policy has varied over the years with each of the different seated Councils. In 2022, Village Council approved $120,000 worth of charitable contributions to the following organizations.

- FIRM - $10,000
- i-Care - $50,000
- Good Health Clinic - $10,000
- Florida Keys AHEC - $50,000

This discussion and the attached documents are to provide Council with a proposed process for our local charitable organizations to apply and receive contributions from the Village. In the past, the organizations that the Village has supported are those that directly impact the lives of our residents and/or organizations actively involved in sensitive environmental issues. Council has recognized that supporting these organizations serves a public purpose as is beneficial to the Village as a whole.

Analysis:
As mentioned above, Council has a history of approving donations to local nonprofit organizations. Historically, there have been changes in the policy, which will be summarized below:

- Resolution No. 04-06-29, Adopted June 10, 2004
    1. Authorized contributions, but Village will not exceed 1% of its prior year's total General Fund Operating Budget expenditures for grants to NPOs and governmental entities.
    2. For NPOs and governmental entities operating within the Village and operating outside of Village limits if the agency's services are provided to or benefit Village residents.
    3. NPOs with 501(c)(3) tax exempt status and federal, state and county governmental agencies are eligible.
    4. Organizations applying through a "fiscal agent," professional fundraiser or other third party are not eligible.
    5. NPOs must demonstrate current 501(c)(3) tax exempt status and provide an IRS status letter dated within the previous two (2) years and evidence of ability to

provide cultural, educational, recreational, or social services within the Village or to the residents of the Village.
6. Application deadline by May 1 of each year with evidence of compliance with above requirement.
7. Must have also requested funds from Monroe County or other governmental agency in previous years or the current year.

Resolution No. 05-04-15, Adopted April 14, 2005

1. Added other legally establish NPOs as eligible organizations (do not have to be 501(c)(3) tax exempt)
2. Established maximum award of $10,000 per fiscal year to any single organization or entity.

- Resolution No. 06-05-35, Adopted May 25, 2006
    1. Beginning with FY 06-07, eliminated annual appropriation of 1% of prior year's total General Fund Operating expenditures for charitable contributions.
    2. Allowed for emergency funding by affirmative vote of the majority of Council.
    3. Encouraged residents and taxpayers to support and make contributions to charities of their choice.

In addition to developing a new application process, I would advise that we continue to enter into a specific "Donation Agreement" with each recipient. The agreement will include guidelines for reporting and certain benchmarks that the organization will need to accomplish to continue to receive support.
Council's policy on charitable donations is guided by the various Attorney General Opinions (AGO).

- AGO 72-198 concluded that a municipality in Florida could expend public funds by contribution to a private non-profit organization for a public purpose.
- AGO 75-71 concluded that public purposes may be carried out through private nonprofit corporations as well as through public agencies.
- AGO 77-27 emphasized that the presence of a public purpose is ultimately a factual determination for the legislative and governing body of the municipality, but that initially there must be both some clearly identified and concrete public purpose as a primary objective, and a reasonable expectation that the purpose will be accomplished.
- AGO 77-27 established the following earmarks of a quasi-public organization: (1) nonprofit, (2) voluntary, (3) open to the public, and (4) dedicated to a valid public interest; and
- AGO 77-27 also concluded that some degree of control should be retained by the municipality to assure accomplishment of the public purpose.

Moving forward, when Council decides to donate Village funds to a charitable organization it is a good practice to include findings in the minutes about the benefits to the Village associated with providing resources to a charity.

The test is whether a valid public purpose justifies the use of public resources in the manner proposed. These examples illustrate some circumstances:

- When the charity provides a service that complements or enhances a service that the public agency also provides;
- When there is an identifiable secondary benefit to the public agency; or
- When the charity provides a service that the public agency could provide but chooses not to.

Budget Impact:
I am requesting that Council provide guidance on an amendment to our FY2022-2023 budget to cover charitable donations in the next fiscal year. Based on FY 2021-22 actual charitable donations, I would recommend a budgeted amount of $125,000.

Staff Impact:
Village Manager, Village Attorney and Finance Director, will oversee the donation process and preparation of Donation Agreements for Council's approval.

Recommendation:
If Council desires to continue supporting local charitable organizations, with the proposed annual budget, I will prepare legislation for Council's consideration at the next meeting.

Attachments: 1. Charitable contributions request form 1_11_23

Islamorada
Village of Islands

Charitable Donations Request Application

Requesting Organization's Name: _____

Address: _____

City, State, Zip Code: _____

Phone: _____Email: _____

Federal Tax Identification Number: _____

What year was this organization formed? _____

501 (c) Applicable Y or N (If yes, IRS exemption letter dated within the previous two years must be attached)

Contact Person Name: _____Phone: _____

Pursuant to Chapter 496, Florida Statutes; Do you have a Solicitation License from the Florida Department of Consumer Affairs? _____

Please include all Media Outlets: If not listed please include in Other.

Organization Website: _____

Instagram: _____

Facebook: _____

Twitter: _____

YouTube: _____

Other: _____

1. Give a brief description of your agency including the mission statement: _____

_____

_____

_____

2. Types of services provided: _____

_____

_____

3. Amount of funding requested? _____

4. What is the purpose of the funding? _____

_____

_____

5. Have you requested funds from the Village before? _____; If yes please provide amount and purpose of the donation? _____

_____

_____

6. How will this funding be beneficial to the residents of Islamorada, Village of Islands?

_____

_____

_____

7. Total agency annual operating budget: _____

8. How many individuals does your organization serve? _____

9. How many individuals did your organization serve in the last calendar year? _____

10. Of the persons served, how many were Islamorada, Village of Islands residents or property owners? _____

11. Please attach a list of all Owners/Directors/Principals/Board Members:

12. Budget:

Description	Existing Project Funding	Amount Requested
Salaries		
Operating Expenses (i.e., phones rent)		
Non-Operating Expenses (i.e., consultants, etc.)		
Total		

Attachments (Please check off all that apply):

- o IRS exemption letter dated within previous two years
- o Most recent tax returns
- o The organizations, and a list of all Owners/Directors/Principals/Board Members
- o If applicable, Solicitation License from the Florida Department of Consumer Affairs

- o Other: _____

I hereby certify that I have read and understand the charitable donation request guidelines and that the information provided is true and correct. I understand that the approval and denial of all charitable donation requests is in the sole decision of the Village and that is the request is approved a charitable grant agreement is required to the distribution of any funds.

_____
Printed name
Organization's Authorized Representative

_____
Signature
Organization's Authorized Representative

_____
Date

Council Communication

To: Mayor and Village Council
From: Marne McGrath, Village Clerk
Date: January 19, 2023
SUBJECT: **Minutes of December 6, 2022 Regular Village Council Meeting**

Background:
Minutes of the Regular Village Council Meeting held December 6, 2022 are submitted for Council's review and approval.

Analysis:

Budget Impact:
None

Staff Impact:
None

Recommendation:
Approve meeting minutes as presented.

Attachments: 1. 2022_12_06_RVCM_Minutes

Minutes
ISLAMORADA, VILLAGE OF ISLANDS
REGULAR VILLAGE COUNCIL MEETING

Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036
Tuesday, December 6, 2022
5:30 p.m.

I. CALL TO ORDER

Vice Mayor Henry Rosenthal called the meeting to order at 5:30 p.m.

II. PLEDGE OF ALLEGIANCE

Don Horton led the Pledge of Allegiance.

III. SWEARING-IN OF NEWLY ELECTED OFFICIALS- The Honorable Sharon I. Hamilton

The Honorable Judge Sharon I. Hamilton administered the oaths of office to the newly elected Council Members.

1) Seat 1: Joseph B. Pinder III
2) Seat 2: Mark Gregg
3) Seat 3: Elizabeth Jolin
4) Seat 4: Henry Rosenthal
5) Seat 5: Sharon Mahoney

IV. ROLL CALL OF NEW COUNCIL – 5:39 p.m.

Present: Council Member Mark Gregg, Council Member Elizabeth Jolin, Council Member Sharon Mahoney, Council Member Joseph B. Pinder III, and Vice Mayor Rosenthal
Absent: None

V. ELECTION OF MAYOR & VICE MAYOR

Moved by Council Member Mark Gregg to dispense with public comment, seconded by Council Member Elizabeth Jolin

AYES: Council Member Mark Gregg, Council Member Elizabeth Jolin, Council Member Sharon Mahoney, Council Member Joseph B. Pinder III
NAYS: Vice Mayor Henry Rosenthal

Motion passes 4 – 1

Moved by Council Member Mark Gregg, seconded by Council Member Sharon Mahoney to appoint Council Member Joseph B. Pinder II as Mayor

AYES: Council Member Mark Gregg, Council Member Sharon Mahoney, Council Member Elizabeth Jolin, Council Member Joseph B. Pinder III, Vice Mayor Henry Rosenthal
NAYS: None

Motion passes 5 – 0

Moved by Mayor Joseph B. Pinder III, seconded by Council Member Mark Gregg to appoint Council Member Sharon Mahoney as Vice Mayor

AYES: Mayor Joseph B. Pinder III, Council Member Mark Gregg, Council Member Sharon Mahoney, Council Member Elizabeth Jolin, Vice Mayor Henry Rosenthal
NAYS: None

Motion passes 5 – 0

Mayor Pinder called a brief recess at 5:49 p.m.

Mayor Pinder reconvened the meeting at 5:54 p.m.

Mayor Pinder started the meeting with a prayer.

VI. AGENDA: Requests for Deletion / Emergency Additions

Council Member Elizabeth Jolin requested to remove Tab 1 which was removed after a summary by Council Member Henry Rosenthal.

VII. PUBLIC COMMENT – 6:03 p.m.

- Van Cadenhead
- Sue Miller
- Sandi Bisceglia
- Joe Wischmeier
- Alina Davis
- Phyllis Mitchell
- Deb Gillis

Mayor Joseph B. Pinder III closed public comment at **6:14 p.m.**

VIII. CITIZENS' ADVISORY COMMITTEE REPORTS & APPOINTMENTS – 6:15 p.m.

A. Near Shore Water Regulation Citizens' Advisory Committee – Dianne Harbaugh

Chair Harbaugh reported on recent committee activities.

B. Achievable Housing Citizens' Advisory Committee – Don Horton **6:18 p.m.**

Chair Horton reported on recent committee activities.

IX. MAYOR / COUNCIL COMMUNICATIONS

A. BPAS Discussion **TAB _1**

Item was removed from the agenda.

X. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS – 6:20 p.m.

A. Consideration of Freebee Ridesharing Services and FDOT SFY 2024 Public Transit Service Development Program Grant **TAB _2**

Village Manager Ted Yates initiated the discussion regarding the Village's Freebee contract and the need to accept or decline a grant based on an increase in service, which would increase the village's costs.

Mayor Joseph B. Pinder III opened public comment at **6:38 p.m.**

The following spoke in favor:

- Deb Gillis
- Sheila Glancy

Public comment was closed at **6:43 p.m.**

Moved by Council Member Mark Gregg, seconded by Council Member Elizabeth Jolin to accept the Freebee grant

AYES: Council Member Elizabeth Jolin, Council Member Mark Gregg, Council Member Henry Rosenthal, Vice Mayor Sharon Mahoney, Mayor Joseph B. Pinder III
NAYS: None

Motion passes 5 – 0

Discussion was held regarding the second December Regular Village Council Meeting that coincided with the holidays. The consensus of the Council was to cancel the December 29 Council meeting.

Village Manager Ted Yates noted, and Interim Village Attorney John Quick confirmed, the upcoming Council Workshop on December 15 was intended to get Council up to speed. He noted that while the public was welcome to attend, there would be no public comment as it was a full day workshop with various departments for the edification of Council.

XI. CONSENT AGENDA – 6:45 p.m.

Village Manager Ted Yates summarized the items on the Consent Agenda.

Mayor Pinder opened public comment at 6:47 p.m., and there being no one wishing to speak closed public comment at 6:47 p.m.

Moved by Council Member Elizabeth Jolin, seconded by Vice Mayor Sharon Mahoney to approve the Consent Agenda.

A. Minutes of November 17, 2022, Regular Village Council Meeting **TAB_3**
Minutes of October 25, 2022 Regular Village Council Meeting

B. Resolution to Adopt FY 2021-2022 Re-Appropriation Budget Amendment **TAB_4**

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING THE VILLAGE'S ADOPTED BUDGET FOR FISCAL YEAR 2021-2022; AND PROVIDING AN EFFECTIVE DATE

C. Resolution Accepting DEP Agreement NO. LPA0429 Between the Florida Department of Environmental Protection and the Village Relating to Funding Through the Florida Keys Stewardship Act **TAB _5**

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING DEP AGREEMENT NO. LPA0429 BETWEEN THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE VILLAGE RELATED TO FLORIDA KEYS STEWARDSHIP ACT FUNDING; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL STEPS NECESSARY TO FINALIZE AND IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

D. Resolution Approving the Piggyback Purchase of a 2023 Ford F250 Truck **TAB _6**

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, PIGGYBACKING THE FLORIDA SHERIFF'S ASSOCIATION/FLORIDA ASSOCIATION OF COUNTIES & FLORIDA FIRE CHIEFS' ASSOCIATION AUTOMOTIVE CONTRACT NO. FSA22-VEL30.0 CHASSIS/FSA22-VEH20.0 AND APPROVING THE PURCHASE OF A 2023 FORD F250 TRUCK FROM DUVAL FORD FLEET SALES FOR THE VILLAGE FIRE RESCUE DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE NECESSARY DOCUMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND FUNDS; APPROVING A BUDGET AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE

AYES: Council Member Elizabeth Jolin, Vice Mayor Sharon Mahoney, Council Member Mark Gregg, Council Member Henry Rosenthal, Mayor Joseph B. Pinder III
NAYS: None

Motion passes 5 – 0

XII. QUASI-JUDICIAL – 6:48 p.m.

A. Major Conditional Use Approval & Variance Request for Crooked Palm Brewpub/Restaurant/Distillery 90184 Overseas Highway **TAB _7**

Ex parte communications disclosure

Council Member Mark Gregg
- Joe Wischmeier
- Numerous emails

Vice Mayor Sharon Mahoney
- Don Horton
- Deb Gillis
- Chris Trentine
- John El-Kourey
- Angel Borden
- Van Cadenhead

Council Member Elizabeth Jolin
- Joe Wischmeier
- Nik Schroth
- Sue Miller via email

Council Member Henry Rosenthal
- Joe Wischmeier
- Nik Schroth

Mayor Joseph B. Pinder III
- Nik Schroth
- Joe Wischmeier via phone
- Sue Miller via email
- Elizabeth Jolin (prior to her election to Council)

6:57 p.m.
Planning Director Dan Gulizio introduced the request for a major conditional use, site plan approval, and variances. He noted the applicant is not seeking change of zoning. Council's options presented were either to approve, modify with conditions, or deny the request.

Applicant Nik Schroth presented Crooked Palm's request.

The following witnesses provided testimony:

Speakers in favor – 7:51 p.m.

- Steve Leopold
- Chris Sante
- Larista Baste

- Amy Osteen
- Saige Smith
- Nikolas Fortney
- Eric Smith
- Stephanie Harper
- Crystal Jones
- Mike Walter
- Anna Richards
- Roger Young
- Nikki Cullen
- Deb Gillis
- Jason Richards I
- Angel Borden (10:01 p.m.)

Speakers opposed – 8:09 p.m.

- Jim Enright
- Joe Wischmeier
- Diane Wischmeier
- Van Cadenhead
- Sue Miller
- David Paul Horan
- James Quigley
- Jacob Quigley
- Phyllis Mitchell
- Karen Isalque
- Matthew Quigley
- Angie Isalque Quigley
- Eleanor Quigley
- Eugene Marchese
- Lisa Althouse

9:50 p.m. Moved by Council Member Mark Gregg, seconded by Mayor Joseph B. Pinder III, to extend the meeting until 10:30 p.m. – passed by unanimous consent.

There were no further witnesses wishing to give testimony and Mayor Joseph B. Pinder III recessed the meeting at **10:06 p.m.**

The meeting reconvened at **10:23 p.m.**

10:30 p.m. Moved by Mayor Joseph B. Pinder III, seconded by Council Member Mark Gregg, to extend the meeting until 11:00 p.m. – passed by unanimous consent.

10:55 p.m. Moved by Council Member Mark Gregg, seconded by Mayor Joseph B. Pinder III, to extend the meeting until 11:30 p.m. – passed by unanimous consent.

11:27 p.m. Moved by Council Member Mark Gregg seconded by Mayor Joseph B. Pinder III to approve with modified conditions to reduce outdoor seating hours on Fridays and Saturdays from 11:00 p.m. to 10:00 p.m., and live music hours from 9:00 pm to 8:00 p.m. on weekdays, and Fridays and Saturdays from 10:00 p.m. to 9:00 p.m. and code sections added as stated by Planning Director.

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF 90184 RENTAL, LLC. (CBT CONSTRUCTION & DEVELOPMENT, INC., AGENT) FOR MAJOR CONDITIONAL USE APPROVAL TO ALLOW FOR THE REDEVELOPMENT OF THE PROPERTY FOR A BREWPUB/RESTAURANT/DISTILLERY ON THE FIRST FLOOR OF AN EXISTING TWO-STORY BUILDING INCLUDING THE CONTINUATION OF SEVEN (7) EXISTING DEED RESTRICTED RESIDENTIAL HOUSING UNITS ON THE SECOND FLOOR; ALONG WITH OUTDOOR SEATING PURSUANT TO CHAPTER 30, ARTICLE VI, DIVISION 9 (OUTDOOR SEATING); ALONG WITH PARKING, BUFFER, AND LANDSCAPING RELAXATIONS FROM THE PROVISIONS OF THE VILLAGE'S LAND DEVELOPMENT REGULATIONS; FOR PROPERTY LOCATED AT 90184 OVERSEAS HIGHWAY ON PLANTATION KEY WITHIN THE VILLAGE CENTER (VC) ZONING DISTRICT, WITH REAL ESTATE NUMBER 00431870-000000, AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE TRANSMITTAL OF THIS RESOLUTION TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY; AND PROVIDING FOR AN EFFECTIVE DATE.

AYES: Council Member Mark Gregg, Vice Mayor Sharon Mahoney, Mayor Joseph B. Pinder III
NAYS: Council Member Elizabeth Jolin, Council Member Henry Rosenthal

Motion passes 3 – 2

11:30 p.m. Moved by Mayor Joseph B. Pinder III, seconded by Council Member Mark Gregg to extend the meeting until midnight – approved by unanimous consent

B. Site Plan Approval & Variance Request Coral Bay Marina 601 Mastic St **TAB _8**

11:33 p.m. Ex parte communications disclosure:

Mayor Joseph B. Pinder III – Don Horton
Council Member Elizabeth Jolin – None
Council Member Mark Gregg – Don Horton
Vice Mayor Sharon Mahoney – Don Horton
Council Member Henry Rosenthal – Sue Miller

Applicant Don Horton presented his request.

The following witness provided testimony:

- Joe Wischmeier – in favor

Moved by Council Member Mark Gregg seconded by Council Member Elizabeth Jolin to approve:

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF ISLAND CONSTRUCTION MANAGEMENT (CORAL BAY MARINA) FOR SITE PLAN APPROVAL TO ALLOW THE RE-DEVELOPMENT OF THE SUBJECT PROPERTY WITH A MIXED-USE PROJECT CONSISTING OF AN EXISTING 3,483 SQUARE FOOT SHOP BUILDING AND A RECONSTRUCTED 3,200 SQUARE FOOT BUILDING WITH EIGHT (8) AFFORDABLE HOUSING UNITS. THE APPLICATION ALSO INVOLVES LANDSCAPING, PARKING AND SETBACK RELAXATIONS INCLUDING A SHORELINE SETBACK VARIANCE AND FRONT YARD SETBACK VARIANCE. THE PROJECT IS LOCATED AT 601 MASTIC STREET ON UPPER MATECUMBE KEY, WITHIN THE MARINE USE (MR) ZONING DISTRICT, REAL ESTATE NUMBER 00399050-000000 AND 00399080-000000, AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE TRANSMITTAL OF THIS RESOLUTION TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY; AND PROVIDING FOR AN EFFECTIVE DATE.

AYES: Council Member Mark Gregg, Council Member Elizabeth Jolin, Council Member Henry Rosenthal, Vice Mayor Sharon Mahoney, Mayor Joseph B. Pinder III
NAYS: None

Motion passes 5 – 0

C. Buffer Yard Variance Request St. Oceanside **11:47 p.m.** **TAB _9**

Ex parte communications disclosure:

Mayor Joseph B. Pinder III– None
Council Member Elizabeth Jolin – None
Council Member Mark Gregg – Dan Gulizio
Vice Mayor Sharon Mahoney – Ted Yates
Council Member Henry Rosenthal – None

Applicant Ralph Sanchez presented his request.

The following witness provided testimony:

- Sue Miller – opposed

11:58 p.m. Moved by Mayor Joseph B. Pinder III seconded by Council Member Mark Gregg to extend the meeting to 12:30 a.m. – approved by unanimous consent

Moved by Council Member Mark Gregg seconded by Council Member Elizabeth Jolin to approve:

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF ST OCEANSIDE/RALPH SANCHEZ TO ALLOW FOR A REDUCTION IN THE REQUIRED BUFFER YARD

FROM THE MINIMUM REQUIRED TWENTY (20) FEET TO TEN (10) FEET. THE PROJECT IS LOCATED AT 109 CARROLL STREET ON UPPER MATECUMBE KEY, WITHIN THE TOURIST COMMERCIAL (TC) DISTRICT, REAL ESTATE NUMBER 00400720-000000, AS LEGALLY DESCRIBED HEREIN.

AYES: Council Member Mark Gregg, Council Member Elizabeth Jolin, Council Member Henry Rosenthal, Vice Mayor Sharon Mahoney, Mayor Joseph B. Pinder III
NAYS: None

Motion passes 5 – 0

D. Shoreline Setback Variance Request Safe Harbor **TAB _10**

12:16 p.m. Ex parte communications disclosure:

Mayor Joseph B. Pinder III – None
Council Member Elizabeth Jolin – None
Council Member Mark Gregg – None – made a site visit today
Vice Mayor Sharon Mahoney – None
Council Member Henry Rosenthal – None

There were no witnesses wishing to provide testimony.

12:24 a.m. Moved by Council Member Mark Gregg, seconded by Vice Mayor Sharon Mahoney, with the condition that a fence be installed from the waters of Florida Bay to the right of way of US-1 and any unpermitted fill in the Conservation Land be removed prior to the installation of the fence.

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF SPEATH ENGINEERING FOR A SHORELINE SETBACK VARIANCE ASSOCIATED WITH SAFE HARBOR FKA ISLAMORADA MARINA TO ALLOW FOR A NINE (9) FOOT SHORELINE SETBACK INSTEAD OF THE MINIMUM REQUIRED TEN (10) FOOT SETBACK FOR NEW BOAT RACKS. THE PROJECT IS LOCATED AT 80460 OVERSEAS HIGHWAY ON UPPER MATECUMBE KEY, WITHIN THE MARINE USE (MR) ZONING DISTRICT, REAL ESTATE NUMBER 00096390-000100, AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE TRANSMITTAL OF THIS RESOLUTION TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY; AND PROVIDING FOR AN EFFECTIVE DATE.

AYES: Council Member Mark Gregg, Vice Mayor Sharon Mahoney, Council Member Elizabeth Jolin, Council Member Henry Rosenthal, Mayor Joseph B. Pinder III
NAYS: None

Motion passes 5 – 0

12:25 a.m. Moved by Council Member Mark Gregg, seconded by Mayor Joseph B. Pinder III to extend the meeting for 15 minutes – approved by unanimous consent.

XIII. RESOLUTIONS - 12:25 p.m.

A. Resolution Approving Subscription-Based Information Technology Arrangement (SBITA) Purchases from CivicPlus, LLC. For Enhanced E-Communications **TAB _11**

12:28 a.m. Mayor Joseph B. Pinder III opened public comment**.**

- Sue Miller
- Angel Borden

Mayor Pinder closed public comment.

Moved by Council Member Mark Gregg, seconded by Vice Mayor Sharon Mahoney to approve:

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE PURCHASE OF SUBSCRIPTION-BASED SOFTWARE INFORMATION TECHNOLOGY ARRANGEMENTS FROM CIVICPLUS, LLC; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE NECESSARY DOCUMENTS; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; APPROVING A BUDGET AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE

AYES: Council Member Mark Gregg, Vice Mayor Sharon Mahoney, Council Member Elizabeth Jolin, Council Member Henry Rosenthal, Mayor Joseph B. Pinder III
NAYS: None

Motion passes 5 – 0

B. Resolution Approving Master Lease Agreement with Flex Financial LLC for Emergency Medical Equipment – **12:39 a.m.** **TAB _12**

12:42 a.m. Mayor Joseph B. Pinder III opened public comment**.**

- Angel Borden
- Deb Gillis

Mayor Pinder closed public comment.

12:25 a.m. Moved by Vice Mayor Sharon Mahoney to extend the meeting for 5 minutes – approved by unanimous consent.

Moved by Council Member Elizabeth Jolin, seconded by Council Member Mark Gregg, to approve:

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE MASTER LEASE AGREEMENT, SCHEDULES AND ADDENDUMS FOR EMERGENCY MEDICAL EQUIPMENT BETWEEN FLEX FINANCIAL, LLC AND ISLAMORADA, VILLAGE OF ISLANDS; AUTHORIZING VILLAGE OFFICIALS TO EXECUTE, DELIVER AND IMPLEMENT THE TERMS AND CONDITIONS OF THE MASTER LEASE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO BUDGET AND APPROPRIATE FUNDS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING FOR THE LEASE OF EMERGENCY MEDICAL EQUIPMENT; AND PROVIDING FOR AN EFFECTIVE DATE

AYES: Council Member Elizabeth Jolin, Council Member Mark Gregg, Council Member Henry Rosenthal, Vice Mayor Sharon Mahoney, Mayor Joseph B. Pinder III
NAYS: None

Motion passes 5 – 0

XIII. MOTIONS

A. Motion Approving the Regular Village Council Meeting Dates for the Calendar Year 2023 **TAB _13**

Public comment was opened and there was no one wishing to speak. Mayor Pinder closed public comment at **12:46 am**

Moved by Council Member Elizabeth Jolin, seconded by Vice Mayor Sharon Mahoney, to approve the Regular Village Council Meetings Dates for Calendar Year 2023.

AYES: Council Member Elizabeth Jolin, Vice Mayor Sharon Mahoney, Council Member Mark Gregg, Council Member Henry Rosenthal, Mayor Joseph B. Pinder III
NAYS: None

Motion passes 5 – 0

XIV. ADJOURNMENT

Moved to adjourn the meeting at **12:47 a.m.**

_____

Marne McGrath, Village Clerk

Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: January 19, 2023
SUBJECT: **Resolution Renewing an Agreement with Res Florida Consulting, LLC, For Continued Water Quality And Benthic Vegetation Monitoring in Village Canals**

Background:
Islamorada, Village of Islands (the "Village"), has been monitoring water quality in Village canals and nearshore waters since 2015. The monitoring program was established for two primary reasons. First, many of the canals in the Florida Keys do not meet the state's minimum water quality criteria and are a potential source of nutrients and other contaminants to nearshore waters. This program supports the Village's efforts to collect and analyze nearshore water nutrient loadings to ensure compliance with water quality standards established by the Florida Department of Environmental Protection and US Environmental Protection Agency through the Florida Keys Reasonable Assurance Document (FKRAD). Second, the movement to incorporate communities to central sewer systems was intended to improve canal and coastal water quality. The collection of baseline data and routine monitoring is the most effective means to document ecosystem response to changes resulting from the transition to a central sewer system. Since initiation, the program now also supports Village canal restoration efforts.

Analysis:
On August 20, 2020, the Village Council passed and adopted Resolution No. 20-08-75, thereby entering into a Project Agreement with RES Florida Consulting, LLC ("RES"), formerly E Sciences, Inc., to provide continued water quality and benthic vegetation monitoring in Village canals and nearshore waters. The original term of the agreement attached hereto as Exhibit "A" was from October 5, 2020, to December 31, 2021, and provides that it may be extended through renewal each year for up to four (4) additional years by mutual written agreement of the parties. The Village desires to retain the services of RES for another year and RES desires to accept such engagement. Therefore, this would be the second renewal under this agreement. The field sampling will be performed two (2) times a year in six (6) canals. This would allow for continued provision of essential water quality information for compliance, wastewater or stormwater assessment, and would support monitoring for ongoing and future canal restoration efforts. Along with the renewal of the agreement is an addendum to the agreement, attached hereto as Exhibit "B", which updates and adds other relevant provisions to the agreement.

Budget Impact:

The annual cost for water quality and benthic monitoring for FY 2022-2023 would be $75,000.00. RES would invoice the Village quarterly in the amount of $18,750.00 upon completion of sampling events and reports. The expenditure is accounted for in the Professional Services account of the Wastewater Enterprise Fund. The total budget for this account is $1,837,000.00, and $75,000.00 has been included in the FY 2022-2023 budget of this account for water quality monitoring services.

Staff Impact:
The Village's Environmental Resources Manager would continue to coordinate and oversee the testing and monitoring program. The Village's Finance department would track the expenditures.

Recommendation:
Staff recommends that the Village Council pass and adopt the attached resolution, thereby authorizing the renewal of the project agreement with RES for services and approving the related expenditure of $75,00.00 from the Wastewater Enterprise Fund.

Attachments:
1. 1_Reso_RES WQ monitoring Agrmnt renewal_011923
2. 2_Ex. A_RES Agreement
3. 3_Ex B_Addendum to Agreement

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A RENEWAL OF THE AGREEMENT BETWEEN ISLAMORADA, VILLAGE OF ISLANDS AND RES FLORIDA CONSULTING, LLC FOR WATER QUALITY AND BENTHIC VEGETATION MONITORING IN VILLAGE CANALS; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE RENEWAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 20, 2020, the Village Council of Islamorada, Village of Islands (the "Village Council"), passed and adopted Resolution No. 20-08-75, thereby approving a project agreement between the Village and RES Florida Consulting, LLC ("RES"), formerly E Sciences Inc., attached hereto as Exhibit "A"; and

WHEREAS, the purpose of the agreement is to provide continued testing and monitoring of water quality and benthic vegetation in Village canals and nearshore waters, as described in Appendix "A" thereto; and

WHEREAS, the Agreement took effect on October 5, 2020, for an initial one-year term, with renewal provisions for four (4) additional one-year periods by the mutual written agreement of the Parties; and

WHEREAS, the Agreement is scheduled to expire on December 31, 2022, with four (4) eligible annual renewals remaining; and

WHEREAS, the Village and RES both desire to enter into a second renewal term as provided for in the Agreement attached as Exhibit "A" hereto, in an amount not to exceed Seventy-five Thousand Dollars ($75,000.00).

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this Reference.

Section 2. Approval of Renewal of Agreement. The Village Council hereby approves renewal of the Agreement between the Village and RES to provide water quality and benthic vegetation testing and monitoring, a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. **Authorization of Village Officials**. The Village Manager or designee and the Village Attorney are hereby authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 4. **Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

Section 5. Execution of Agreement. The Village Manager is authorized to execute the renewal on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the agreement and to execute any extensions and/or amendments to the agreement, subject to the approval as to form and legality by the Village Attorney.

Section 6. Effective Date. This Resolution shall take effect immediately upon

adoption.

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III	___
Vice Mayor Sharon Mahoney	___
Councilman Mark Gregg	___
Councilwoman Elizabeth Jolin	___
Councilman Henry Rosenthal	___

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

_____
JOSEPH B. PINDER III, MAYOR

ATTEST:

_____
MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS:

_____
JOHN J. QUICK, VILLAGE ATTORNEY

Exhibit A

PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

E Sciences, INC.

For

Water Quality and Benthic Vegetation Monitoring in Village Canals

This Project Agreement between ISLAMORADA, VILLAGE OF ISLANDS (hereinafter referred to as "VILLAGE") and E Sciences, INC. (hereinafter referred to as "CONSULTANT"), hereby authorizes the CONSULTANT to provide the services as set forth below:

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide environmental services to the VILLAGE for the Project as described in the "Scope of Work" and "Project Approach" attached as Exhibit "1."

1.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit "1."

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

As part of the Scope of the work the CONSULTANT shall provide to the VILLAGE the following Deliverables within 60 days following the end of each bi-annual sampling period (October 31st & April 30th):

- *A letter report confirming completion of field sampling activities, noting the dates each canal was sampled and any issues the CONSULTANT encountered carrying out the work plan*
- *An interpretive report that notes dates of sampling events, summarizes field activities, details the results of the sampling event and compares results to historical values*

- *A geo-referenced map of sampling locations*
- *Water quality and biologic benthic data in standard spreadsheet format*

The Village's project manager is to be notified prior to commencement of each bi-annual field sampling event and is to be notified once it is completed. On occasion the CONTRACTOR will be asked to present project results to the Village Council and the Water Quality Improvement Citizens Advisory Committee.

Unless otherwise stated, the CONSULTANT will provide draft and site plans, and other materials prepared for the PROJECT in both paper and electronic formats as appropriate, excluding material that is available only as photocopy to the VILLAGE. The VILLAGE shall be provided copies of all correspondence from CONSULTANT to any public or private entity or individual that is not employed by or contracted with CONSULTANT and all correspondence received by the CONSULTANT for the PROJECT.

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGES

3.1 Term. This Project Agreement shall commence on the date this Agreement is fully executed by all parties and shall continue in full force and effect through, **December 31, 2021** unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Village Manager may extend the term of this Agreement each year for up to four (4) additional years by mutual written agreement of the VILLAGE and CONSULTANT. No further extensions of this Agreement shall be effective unless authorized by the Village Council.

3.2 Commencement. The CONSULTANT'S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notice to Proceed ("Commencement Date") provided to the CONSULTANT from the Village Manager. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notice to Proceed of Commencement.

3.3 Contract Time. Upon receipt of the Notice to Proceed, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Agreement within Exhibit "1." The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project shall constitute the Contract Time.

3.4 All limitations of time set forth in this Agreement are of the essence.

3.5 CONSULTANT will perform all services hereunder using that degree of skill and care ordinarily exercised under similar conditions by reputable members of CONSULTANT'S profession practicing in the same or similar locality at the time the Services are performed. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Lump Sum Compensation. VILLAGE agrees to pay CONSULTANT an amount not to exceed Fifty-Two Thousand Dollars **($52,000.00)** for the first year of the Project, Fifty Thousand Dollars **($50,000.00)** for years two (2) – four (4) if renewed and Fifty-Two Thousand Dollars **($52,000.00)** for year five (5) if renewed as compensation for performance of all services related to the Project. It is understood that the method of compensation is that of lump sum which means that CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said lump sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

4.2 Reimbursables. It is acknowledged and agreed to by CONSULTANT that the lump sum amount set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of, VILLAGE'S obligation to reimburse CONSULTANT for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT'S obligation to incur such expenses in the performance of services hereunder.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices.

5.1.1 Lump Sum Compensation. CONSULTANT shall submit invoices which are identified by the specific project number on a bi-annual basis and in a timely manner following the approval of deliverables by the Village's project manager. An invoice shall be submitted following the completion of each sampling event and following the completion of each data/interpretive report. Completion of the sampling effort will be communicated to the Village project manager in a letter report noting the dates each canal was sampled and any issues the CONSULTANT encountered carrying out the work plan. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule as shown on Exhibit "1", attached hereto and made a part of this Agreement. Invoices for each phase shall not exceed the amounts allocated to said phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously.

5.1.2 Disputed Invoices. In the event all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the Village Manager shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with a written response and any additional information requested by the VILLAGE within five (5) working days of the date of the VILLAGE'S notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The

VILLAGE, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice.

5.2 Suspension of Payment. In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the VILLAGE'S reasonable satisfaction.

5.3 Retainage. No retainage is required under this Project Agreement.

5.4 Final Payment. Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its Subconsultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents and computer files requested by the VILLAGE evidencing payment to any and all subcontractors, and all final specifications, plans or other documents as dictated in the Scope of Services and Deliverables. Acceptance of final payment shall constitute a waiver of all claims against the VILLAGE by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 For Cause. This Agreement may be terminated by either party upon three (3) calendar days written notice to the other for breach of any material term or condition of this Agreement. In the event that CONSULTANT abandons this Agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 and the provisions of Section 6.2 shall apply.

6.2 For Convenience. This Agreement may be terminated by the VILLAGE for convenience upon five (5) calendar days written notice to the CONSULTANT. In the event of such a termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and reimbursable expenses incurred prior to the date of termination. In such event, the CONSULTANT shall promptly submit to the VILLAGE its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. Under no circumstances shall the VILLAGE make payment of profit to the CONSULTANT for services which have not been performed.

6.3 Assignment Upon Termination. Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the VILLAGE and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and digital data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the VILLAGE'S request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the VILLAGE.

6.4 Suspension for Convenience. The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to five (5) calendar days. If any such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided herein, through no fault of the CONSULTANT, the VILLAGE shall pay the CONSULTANT as full compensation for such suspension the CONSULTANT'S reasonable costs, actually incurred and paid, of demobilization and remobilization.

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

7.1 The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	FUNCTION
Nadia Locke	Project Manager
Patricia Gertenbach	Technical Advisor
James J. Orioles	Quality Assurance Manager
Rachel E. Vitek	GIS & Data Management
Jennifer Savaro	Field Assessment Lead
Matthew White	Field Assistant

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, the VILLAGE reserves the right to reject any proposed substitution for any of the above-named individuals, and the VILLAGE shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

SECTION 8. SEVERABILITY

If any provision of this Project Agreement or its application to any person or situation shall to any extent, be invalid or unenforceable, the remainder of this Project Agreement, and the

application of such provisions to persons or situations other than those to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same, and by CONSULTANT, by and through its President, duly authorized officer to execute same.

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: Maria J Bassett
Maria Bassett, Acting Village Manager / Finance Director

The 5th day of October, 2020.

AUTHENTICATION:

Kelly S. Toth
Kelly Toth, Village Clerk

(SEAL)

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, ONLY

Roget V. Bryan, Village Attorney

CONSULTANT

E SCIENCES, INC.

By: Peter Pawlow

Print Name: Peter Pawlow

Title: President

The 28th day of September, 20 20

AUTHENTICATE:

Secretary

James Bassett

Print Name

(CORPORATE SEAL)

WITNESSES:

Sarah Walcott

Print Name: Sarah Walcott

Print Name: Lilian Arguello

Appendix A

Scope of Work & Project Approach

(Updated December 9, 2022)

Incorporates additional services noted in the attached Proposal No. 7-0505-P03

SCOPE OF WORK

Water quality and benthic vegetation are to be sampled in conjunction, twice a year, from six canals within Islamorada. Sampling is to be conducted once in the wet season (September-October) and once in the dry season (March-April). Canals to be sampled, labeled here with their County ID, are numbers 114, 116, 118, 152, 155, 157. Three of these canals are located on Plantation Key and three are located on Lower Matecumbe Key. This scope follows methodology and protocols established and carried out since the establishment of the program.

Water Quality Sampling

During each seasonal sampling event, water samples are to be collected at two fixed stations within each of the six canals and one location 500m outside the mouth of each of the six canals. At each of these fixed stations, there is to be a 'bottom' and a 'top' collection. Bottom samples are to be collected at a depth of 1 to 3 feet above the bottom and top samples from 1 to 3 feet below the water surface. Water samples are to be tested for the following chemical variables: Chlorophyll a (CHLa), Ammonium (NH4), Nitrate+Nitrite (NOx), Nitrite (NO2), Soluble Reactive Phosphorous (SRP), Total Nitrogen (TN), Total Phosphorous (TP), and Total Organic Carbon (TOC). A bottom and top measurement of the following physicochemical parameters are also to be performed from the same fixed location in each canal: depth (m), salinity (psu), specific conductivity, temperature (°C), dissolved oxygen (mg/l & % saturation), pH, and turbidity (NTU).

Benthic Habitat Monitoring

During each seasonal sampling event, ten sampling sites evenly distributed from the canal mouth to the rear of the canal are to be surveyed for benthic plants and animals within canals 114, 116 and 152. At each of these sites, three 0.25 m^2 quadrats are to be haphazardly placed on the sediment and all species of plants, macroalgae and animals are to be recorded, along with a classification of surface sediment type, a sediment depth measurement, and a canopy height. Density of seagrass, algae and benthic animal species are to be measured using a modified Braun-Blanquet scale or a comparable percent coverage method. Monitoring is to be continued outside each canal where densities of benthic species and sediment type are to be surveyed at 0m, 10m, 50m, 100m and 250m outside the canal mouth using the same methods.

CONSULTANT will be responsible for the collection and laboratory processing of the physicochemical and chemical parameters. CONSULTANT will be responsible for reporting all information collected in the field to the Village, which will include the physicochemical, chemical, and benthic parameters.

Following each bi-annual sampling event, the CONSULTANT will be responsible for a deliverable which documents the results of the sampling event. Reporting will include a summary of field activities, dates of sampling events, production of a geo-referenced station map, data in standard spreadsheet format, and an interpretive report which details the results of the sampling event and compares results to historical values. The CONSULTANT will be responsible for ensuring the results are compiled and a complete data set is submitted to the Village's project manager within a time period specified in this agreement.

The CONSULTANT will be responsible for supplying all equipment necessary to perform the studies. The CONSULTANT will be responsible for obtaining any necessary permits to complete the field studies and be aware of any natural resource protection measures that need to be applied.

Supplemental water quality monitoring may also be requested of the CONSULTANT to be performed in additional canals as they become candidates for or are selected for canal restoration projects. Contractual obligations for this supplemental work would be determined as they arise and do not currently form part of this agreement.

Project Schedule

The project will commence after the execution of this agreement. Field sampling is to be conducted once in the wet season (September-October) and once in the dry season (March-April). The first field work activities will be for the 2020 wet season sampling event. Field work is to be scheduled and completed at the CONSULTANT'S convenience. There are no set dates on when the field work is to be performed; however, it needs to be completed between September 1 - October 31 for the wet season sample and March 1 – April 30 for the dry season sample. During each bi-annual sampling event the Village's project manager is to be notified prior to field activities taking place and is to be notified once they are completed.

This agreement between the VILLAGE and the CONSULTANT is for a one-year term with renewal provisions for four (4) additional one-year periods by the mutual written agreement of both parties. According to this agreement, one year of work will entail one wet and one dry season sample.

PROJECT APPROACH

Provide in detail the methods that will be utilized to perform the field work portion of this project.

There will be two monitoring events per year, one during the wet season (September-October) and one in the dry season (March-April). RES will perform the field work for both the benthic resources surveys and water quality sampling during the same field event. Prior to arrival for each event, we will contact the laboratory to have the bottles and coolers ready for our pickup upon arrival. The following provides our general field work strategy.

The following provides a more prescriptive approach the monitoring process that we would implement.

Prior to sampling, high and low tide times will be obtained. To determine the presence of a thermocline and/or halocline, the following field measurements will be collected at each sampling site at the surface and at the bottom and recorded:

- water depth (meters)
- salinity (practical salinity units),
- specific conductivity
- temperature (°C)
- dissolved oxygen (milligrams per liter and % saturation),
- pH
- turbidity (nephelometric turbidity units)

These measurements will be collected using our in-house meters and a weighted measuring tape. Tides will be documented. The presence of thermoclines and haloclines will be evaluated. Field measurements and samples will be collected one to three feet below the water surface and bottom measurements and samples will be collected one to three feet above the canal bottom. Samples will be collected using a Van Dorn or similar sampler. Field measurements and water samples will be collected from a vessel. Measures to avoid sediment disturbance in the immediate area of the sample will be taken. Water samples will be collected in a manner consistent with the FDEP SOPs for surface water sample collection. Samples will be placed in containers provided to us by the laboratory and stored in an ice filled cooler until delivery to the laboratory. Proper chain of custody protocols will be followed from sample collection until delivery to the laboratory. The laboratory will analyze the samples for the following parameters:

- Chlorophyll a (CHLa)
- Ammonium (NH4)
- Nitrate + Nitrite (NOx)
- Nitrite (NO2)
- Soluble Reactive Phosphorous (SRP)
- Total Nitrogen (TN)
- Total Phosphorous (TP)
- Total Organic Carbon (TOC)

Two RES divers will conduct benthic (seagrass, coral and algae) surveys at each of the three canals during each seasonal sampling event. Prior to the surveys, ten evenly spaced transects perpendicular to shore and distributed through the canal (i.e. canal mouth to the rear of the canal). These locations will be determined in ArcGIS in advance of the field work and uploaded into a Global Positioning System (GPS) to be used in the field. Once in the field, a transect tape will be deployed using the predetermined GPS coordinates for the first site of the canal. Diver one will haphazardly place a 0.25 m2 quadrat along the transect while Diver two haphazardly places a second 0.25 m2 quadrat along the same transect. After the first diver is complete with their quadrat, a third 0.25 m2 quadrat will be haphazardly placed along the same transect. Each quadrat will be monitored using the modified Braun-Blanquet scale. Data sheets will be

prepared prior to the field visit with each of the possible sessile functional that could be observed. Estimate percent cover will be measured from a bird's eye view of the quadrat. Functional groups that would be included in the data sheets include sediment, macroalgae, sponge, octocoral, hard coral, tunicate, seagrass and other. Representative photographs will be taken at each quadrat. Seagrass will be identified to the species level. Macroalgae and octocoral will be identified to the genus level. Sponges will be identified to their morphology and corals will be identified to the species level. Additionally, individual coral, octocoral and sponge size (i.e. length and width for coral and height for octocoral), percent mortality and condition for each individual will be recorded. Sediment depths will be collected at the center of each quadrat. Next, RES divers will place three quadrats haphazardly along transects located at 0m, 10m, 50m, 100m and 250m outside of the canal mouth. Benthic species and sediment type will be surveyed using the same methods. These survey methods will be repeated for each of the five canals.

Describe in detail how the water samples are to be processed including proposed laboratory facilities

We have selected Flowers Chemical Laboratories' Marathon laboratory for this project. This will allow us to meet the requisite hold times. We will request three coolers and six sets of sample bottles (one extra in case of breakage) ahead of time so that we have the opportunity to ensure that the correct containers are provided and so that we can partially pre-label them for efficiency. Ice will be purchased in advance of sample collection so that samples never exceed appropriate storage temperatures. Water samples will be collected in the containers provided to us by the laboratory in advance of the field work. Samples will be placed in the laboratory containers, labeled individually, and sealed. Chain of custody forms will be completed for each sample event. We will prearrange each day with the laboratory so that the samples can be processed within the required holding times.

Describe available equipment and field gear to be utilized for this project, including vessel(s) and ability to tow and launch a vessel.

We will use our inhouse equipment to collect salinity, specific conductivity, temperature, dissolved oxygen and pH. We own YSI 556 Water Quality Multimeters and Lamotte Turbidity 2020E meters. A weighted tape measure will be used measure the depth of the canals. A Van Dorn or similar sampler will be used to collect the water samples. Additional equipment required includes sample bottles, ice, coolers, datasheets, clipboards, field notebook, pens, Deionized water and gloves.

During the on-water work, life vests, first aid kits, and a VHF radio will be available for field staff. The following equipment will be utilized during the benthic surveys: vessel dive flag, dive flag buoy, SCUBA equipment, GPS, clipboards, datasheets, pencils, rulers, underwater cameras, location map, transect tapes, and 0.25 m^2 quadrats.

Describe the ability to enter, analyze, interpret and report the data to the Village as described in the Scope of Work.

In addition to our water quality and benthic survey expertise, RES implements a QA/QC program that includes using FDEP-adopted SOPs for field work and sampling. Our staff regularly use GIS to produce geo-referenced maps in our reports. All of our documents are produced in accordance with our QA/QC program that includes robust reviews and sign-off of documents by senior technical staff of all reports, tables, figures and graphs. This ensures you will receive quality bi-annual reports summarizing field activities, dates of sampling events, data results presented in tabular format, graphs, GIS maps, and a narrative interpretation of the sampling results that includes comparison of current water quality monitoring and benthic surveying results to historical values.

PAYMENT SCHEDULE

% Work Complete	Deliverable	Timeframe	Invoice/ Payment Amount
25	Letter report confirming completion of wet season field sampling event	Within one week following completion of wet season field sampling event	$18,750
50	Interpretive report and data from wet season sampling event	Within 60 days following the end of the wet season sampling period	$18,750
75	Letter report confirming completion of dry season field sampling event	Within one week following completion of dry season field sampling event	$18,750
100	Interpretive report and data from dry season sampling event	Within 60 days following the end of the dry season sampling period	$18,750

200 East Danai Beach Blvd, Ste. 106
Dania Beach, FL 33004

Corporate Headquarters
6575 West Loop South, Suite 300
Bellaire, TX 77401
Main: 713.520.5400

December 9, 2022

Mr. Peter Frezza
Environmental Resource Manager
Islamorada, Village of Islands
86800 Overseas Highway, 3rd Floor
Islamorada, FL 33036

Subject: **Proposal for Water Quality and Benthic Vegetation Monitoring – Year 3**
Six Residential Canals
Islamorada, Monroe County, Florida
RES Proposal Number 7-0505-P03

Dear Mr. Frezza:

RES Florida Consulting, LLC d/b/a E Sciences (RES) is pleased to submit this proposal to provide water quality and benthic vegetation monitoring for Year 3 to support the on-going water quality and benthic vegetation monitoring being performed for Islamorada, Village of Islands (the Village). Included, and incorporated as part of this proposal, is an outline of the project background, the proposed scope of services, our fee, the proposed schedule, and authorization procedures including the terms and conditions governing the project.

Background Information

RES' understanding of the project is based on a video conference between Peter Frezza from the Village and Jen Savaro, Nadia Locke of our Dania Beach office and Patrick Shearer of our Miami office and services being provided under an existing agreement. The following summarizes our understanding of the project:

In 2015, the Village hired Florida International University (FIU) to conduct water quality and benthic vegetation monitoring of five canals (Canal 114, 118, 120, 145 and 152). The selection of these canals was based on changes in local wastewater management. RES was engaged in 2021 to continue water quality and benthic vegetation monitoring of these five canals. After the Spring 2022 monitoring event, the Village concluded that no significant changes were being documented in Canals 120 and 145 and because there are no water quality improvement actions planned for those canals, the Village removed them from the monitoring program for the Fall 2022 event. The Village also terminated the benthic monitoring for Canal 118 for similar reasons. Separate reports to document the historical monitoring of Canals 120 and 145 were submitted to conclude those portions of the monitoring program.

The Village requested that in the third year of monitoring, RES monitor two to three additional canals to substitute the removal of Canals 120 and 145 and the benthic monitoring of Canal 118. This proposal was prepared to continue the water quality monitoring of Canals 114, 118 and 152 and benthic monitoring of Canals 114 and 152. Additionally, this proposal will incorporate the monitoring of Canal 116, water quality monitoring in two additional canals in Lower Matecumbe and collect background samples from 500m from each of the six canal mouths.

Proposed Scope of Services

Water quality and benthic vegetation are to be sampled in conjunction, twice a year, from six residential canals in Islamorada. RES will conduct sampling twice a year, once in the wet season (September – October) and once in the dry season (March – April). Canals to be sampled for water quality include Canals 114, 116, 118, 152 and two additional canals in Lower Matecumbe. The Village will select the two additional canals in Lower Matecumbe and notify RES. Water quality sampling will occur at all six canals. Benthic vegetation monitoring will occur only in Canals 114, 116 and 152. This scope follows methodology and protocols established and carried out since the establishment of the program and with the addition of RES' recommendations provided to the Village concluding the 2021 sampling.

A Florida Keys National Marine Sanctuary (FKNMS) Research Permit was issued to RES in February 2021 and expires January 31, 2024. This permit authorizes research in the five previous canals (Canals 114, 118, 120, 145 and 152). RES will submit a permit modification application to FKNMS to modify the canal locations.

Water Quality Sampling

During each seasonal sampling event, water samples will be collected at two fixed stations within each of the six canals and one location 500m outside the mouths of each of the six canals. At each of these fixed stations, there is to be a 'bottom' and a 'top' collection. Bottom samples are to be colllected at a depth of one to three feet above the bottom and top samples from one to three feet below the water surface. Water samples are to be tested for the following chemical variables: Chlorophyll a (CHL *a*), Ammonium (NH_4), Nitrate+Nitrite (NO_x), Nitrite (NO_2), Soluble Reactive Phosphorous (SRP), Total Nitrogen (TN), Total Phosphorous (TP) and Total Organic Carbon (TOC). Since no trends were continiously observed in the Enterococci results from previous sampling, Enterococci was removed from the list of parameters that will be sampled in 2023. A bottom and top measurement of the following physicochemical parameters are also to be performed from the same fixed location in each canal: depth (m), salinity (psu), specific conductivity, temperature (°C), dissolved oxygen (mg/l & % saturation), pH and turbidity (NTU).

Laboratory samples will be placed in containers provided by the laboratory to be used for this project, Eurofins in Marathon, Florida. The laboratory will analyze the water quality samples for the following parameters:

Laboratory Analytical Parameters	
Parameter Analyzed	**Test Method**
Ammonium (NH4)	EPA350.1
Chlorophyll-a (CHL-a)	SM10200 H
Nitrate + Nitrite (NO_x)	EPA353.2
Soluble Reactive Phosphorous (SRP)	EPA365.1
Total Nitrogen (TN)	TotNit
Total Phosphorous (TP)	EPA365.1
Total Organic Caron (TOC)	SM5310 C

Benthic Vegetation Monitoring

Benthic vegetation monitoring will occur at Canals 114, 116 and 152. During each seasonal sampling event, ten sampling sites evenly distributed from the canal mouth to the rear of the canal are to be surveyed for benthic plants and animals within each of the five canals. At each of these sites, three 0.25 m^2 quadrats are to be haphazardly placed on the sediment and all species of plants, macrolgae and animals are to be recorded, along with a classification of surface sediment type, a sediment depth measurement, and a canopy height. Density of seagrass, algae and benthic animal species are to be measured using a modified Braun-Blanquet scale. Monitoring is to be continued outside of each canal where densities of benthic species and sediment type are to be surveyed at 0m, 10m, 50m, 100m and 250m outside of the canal mouth using the same methods.

Reporting

Following each bi-annual sampling event, RES will provide a deliverable which documents the results of the sampling event. Reporting will include a summary of field activities, dates of sampling events, production of a geo-referenced station map, data in standard spreadsheet format, and an interpretive report which details the results of the sampling event and compares results to historical values. RES will also provide excel databases of compiled and completed data sets.

Fee

We will provide the above scope items for the following lump sum fee of $75,000 per year.

These tasks will be invoiced in quarters, with 25% will be invoiced after each of the two monitoring events and 25% will be invoiced after each of the two monitoring summary reports. If unforeseen conditions should require services beyond the scope of services described herein, RES will notify you of additional costs necessary to complete the project, prior to proceeding. Services beyond those described herein would be invoiced in accordance with our standard schedule of fees at the applicable rates. Please note that payment of our invoice is due upon receipt.

Schedule

The project will commence after the agreement amendment is executed. Field sampling is to be conducted once in the wet season (September-October) and once in the dry season (March-April). The first field work activities will be for the 2023 dry season. Field work is to be scheduled and completed at RES' convenience. There are no set dates on when the field work is to be performed; however, it needs to be completed between September 1 – October 31 for the west season sample and March 1 – April 30 for the dry season sample. During each bi-annual sampling event the Village's project manager is to be notified prior to field activities taking place and is to be notified once they are completed.

Assumptions

The Village may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

Authorization

As our written authorization, please provide an amendment to our existing agreement referencing this proposal.

We appreciate the opportunity to offer our professional services on this project. If you have any questions concerning this proposal, please contact us at (954) 484-8500.

Sincerely,

RES Florida Consulting, LLC

Jennifer Savaro
Scientist IV
jsavaro@res.us | 954-484-8500

Nadia Locke
Chief Engineer
nlocke@res.us | 954-484-8500

ADDENDUM TO
PROJECT AGREEMENT

BETWEEN

ISLAMORADA, VILLAGE OF ISLANDS

AND

RES FLORIDA CONSULTING, LLC
f/k/a E SCIENCES, INC.

For

Water Quality and Benthic Vegetation Monitoring in Village Canals

THIS ADDENDUM to Project Agreement (the "Addendum") for Water Quality and Benthic Vegetation Monitoring in Village Canals dated October 5, 2020, updated as of December 9, 2022, is made **ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA,** a Florida municipal corporation (the "VILLAGE") and **RES Florida Consulting, LLC,** f/k/a E Sciences, Inc., a Florida corporation ("CONSULTANT") and.

WHEREAS, the parties desire to enter into this Addendum to update and add other relevant provisions to the Project Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Addendum, CONSULTANT and the VILLAGE agree as follows.

Section 1. Additional Provisions Included in the Project Agreement. The following provisions are including in the Agreement:

1.1 E-Verify. CONTRACTOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR *may not be awarded a public contract for a period of 1 year after the date of termination.*

1.2 Scrutinized Companies.

a. CONTRACTOR certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the VILLAGE may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, CONTRACTOR certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the VILLAGE may immediately terminate this Agreement at its sole option if CONTRACTOR ,

its affiliates, or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, its affiliates, or its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

1.3 **Public Records**. VILLAGE is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONTRACTOR is acting on behalf of VILLAGE pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this Agreement;

b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

d. Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-664-6412, Clerk@islamorada.fl.us, or by mail: Village Clerk, 868800 Overseas Highway, Islamorada, FL 33036.

Section 3. **No Further Modifications.** All other terms and conditions of the existing Project Agreement not in conflict or superseded by this Addendum shall remain in full force and effect as if set forth herein.

Section 4. **Effective Date.** This Addendum shall be effective upon execution by all parties.

IN WITNESS WHEREOF, the parties execute this Addendum to the Project Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, and CONSULTANT by and through its principal.

Attest:

ISLAMORADA, VILLAGE OF ISLANDS

_____
Marne McGrath, Village Clerk

By: _____
Ted Yates, Village Manager

Date: _____

Attest:

RES Florida Consulting, LLC
f/k/a E SCIENCE, INC.

_____
Secretary
Print Name: _____

By: _____

Print Name: _____

Title: _____

[CORPORATE SEAL]

Date: _____

WITNESSES:

_____
Print Name: _____

_____
Print Name: _____

Council Communication

To: Mayor and Village Council
From: Megan Rumbaugh, Floodplain/CRS Coordinator, Sheila Denoncourt, Chief Building Official, Ted Yates, Village Manager
Date: January 19, 2023
SUBJECT: **Floodplain Management Plan Annual Progress Report – 2022**

Background:
On February 4th, 2020, Islamorada, Village of Islands (the "Village") Council adopted Resolution No. 21-02-10, thereby approving the 2020 revision to the Monroe County multi-jurisdictional Local Mitigation Strategy (LMS). In doing so, the Village receives the following direct benefits:

1. CRS Credit under Activity 510 Floodplain Management Plan
2. Eligible for the following mitigation grant programs administered through the Federal Emergency Management Agency:
    a. Hazard Mitigation Grant Program (HMGP)
    b. Pre-Disaster Mitigation (PDM)
    c. Flood Mitigation Assistance (FMA)

In order to maintain CRS credit for activity 510, the Village must prepare an annual progress report on the various activities the community is performing. This report shall serve as the Village's 2022 annual progress report.

Analysis:
Annual Report Preparation, Distribution & Availability
The annual report is prepared by Megan Rumbaugh, Floodplain / CRS Coordinator for the Village. The report is submitted to our governing body, the Village Council, and is available on our website for public review at www.islamorada.fl.us. A copy will also be distributed via electronic mail to the local major newspaper, the Keynoter and the State of Florida National Flood Insurance Program (NFIP) Coordinator's office.

Individual Action Item Review and Evaluation

1. Preventive Measures – Floodplain Regulations & Building Code Enforcement
    a. Review and approval of all development order permit applications to the Village Building Department for all properties located in all floodplains within the Village limits
    b. Maintain a database for permits issued for new or substantially improved buildings in the Special Flood Hazard Area (SFHA)
    c. Maintain elevation certificates as required
    d. Make copies of Elevation Certificates on newer properties available at our office
    e. Advise people looking to purchase flood prone property of the flood hazard through our hazard disclosure measures

f. Enforce our regulations in our floodplain pertaining to: foundation protection, substantial improvement and local drainage protection
g. Enforce the current building code
h. Encourage property owners interested in elevating or retrofitting their buildings to protect them from flood damage

2. Preventive Measures – Floodplain Mapping & Data
a. Keep all current and prior year Flood Insurance Rate Maps (FIRM)

3. Preventive Measures – Open Space Preservation
a. Preserve open space
b. Preserve the natural functions of open space
c. Enforce our ordinance(s) for low-density zoning and/or open space incentives – Ongoing

4. Preventive Measures - Drainage System Maintenance
a. Enforce dumping regulations
b. Inspect Village wide drainage systems
c. Implement our drainage system maintenance program

5. Property Protection – Flood Insurance Promotion
a. Provide basic flood insurance information to residents and property owners

6. Property Protection – Building Elevation
a. Review elevation certificates for elevation compliance

7. Property Protection – Stormwater Management & Natural Resource Protection
a. Require erosion and sediment control on land being disturbed for development
b. Implement water quality control and stormwater regulations

8. Emergency Services – Hazard Response Operations
a. Conduct exercises of our flood warning and response plan

9. Public Information –Website
a. Maintain Floodplain Management page on Islamorada.fl.us website

10. Public Information – Outreach Projects
a. Provide an annual notice to repetitive loss areas on property protection, flood insurance and financial assistance. Program for Public Information (PPI) – The PPI is an ongoing public information effort to design and transmit the messages the communities within Monroe County determine are most important to its flood safety and the protection of its floodplains' natural functions. The PPI is developed according to a seven-step planning and public involvement process and is made up of a committee of people from both inside and outside the local government.

Community Rating System (CRS) Program
The NFIP's Community Rating System (CRS) Program credits community efforts beyond those minimum NFIP standards by reducing flood insurance premiums for the community's property owners. As a community engages in additional mitigation activities, its residents become eligible for increased NFIP policy premium discounts.
The Village Class 5 CRS rating became active on April 1, 2022. With a Class 5, property

owners in special flood hazard areas (AE and VE zones) will receive a 25% discount on flood insurance. In non-special flood hazard areas (X zones) the discount is the highest possible at 10%, saving $1,592,634 in NFIP policies annually. Islamorada has recently received its draft verification report from the Community Rating System (CRS) Program.

Budget Impact:
N/A

Staff Impact:
Flood Events & Impacts
On September 28, 2022, Hurricane Ian caused localized flooding in low-lying areas of Islamorada due to storm surge. Storm surge is an increase in sea level along the coast caused primarily by strong onshore winds and low barometric pressure. Village staff compiled information and photos of the areas that were flooded.

Recommendation:
Recommendations for the future:

1. Continue to schedule future Village Council workshops to discuss the following, if interested: Community Rating System Activities, Natural Resource Protection & Sea Level Rise, Community Flood Control Measures, and other workshops in partnership with the South Florida Regional Planning Council.
2. Complete the prerequisite of a Watershed Master Plan for a Class 4 rating, the grant is currently in progress.
3. Receive additional points to improve the CRS rating from a Class 5 to a Class 4 (25% discount to a 30% discount).
4. Update the Village flood code to FEMA’s approved model code.

Attachments: None

Council Communication

To: Mayor and Village Council
From: Megan Rumbaugh, Floodplain/CRS Coordinator, Sheila Denoncourt, Chief Building Official, Ted Yates, Village Manager
Date: January 19, 2023
SUBJECT: **Proposed Amendments to Chapter 30 Land Development Regulations, Article II Building Code, Article III Floodplain Management Standard**

Background:
The Village of Islamorada has been tasked with the amendment of the Floodplain Management Code to comply with current FEMA standards.

The draft ordinance was prepared based on a model ordinance that was approved by FEMA about 10 years ago. The ordinance relies on the flood provisions of the Florida Building Code. 98% of 468 Florida National Flood Insurance Program (NFIP) communities adopted the model code as the basis of their flood code. Staff has worked directly with Florida Division of Emergency Management (FDEM) to adjust the FEMA approved model code to fit the Village of Islamorada's needs.

The ordinance can be more restrictive than the FEMA approved model code but cannot be less restrictive. Generally, the higher the standard, the more CRS (community rating system) points the community will receive. Each change in the code is due to following FEMA's national guidelines and/or the addition of CRS points to improve the Village CRS class. Improving the CRS class will give Islamorada's residents increased flood discounts.

Analysis:
Modifications from the current code include, regulating Coastal A Zones with V zone standards, addition of nonconversion agreement, foundation requirements, non-elevated accessory structures regulations and variance, addition and update of definitions, and general formatting. Below are brief explanations of these modifications and portions of the proposed ordinance to call attention to.

Regulating Coastal A zones with V zone standards – The new preliminary flood maps have Coastal A Zones (CAZ) delineated on them. The A zones that are outside of the LIMWA line will be considered Coastal A zones (CAZ). Coastal A Zones will have the same standards as V Zones.

Addition of Nonconversion agreement (declaration of land restriction) – This is a legally recorded document the property owner must sign to install an enclosure below flood. The property owner must retain flood vents, and below flood standards.

Foundation requirement – 1612.4.4"Foundations shall meet the requirements of Chapter 4 and

shall be anchored to solid rock by either cast-in-place augers, a minimum of 16-inch diameter or driven piles, driven to refusal. Foundations and reinforcement and connection to the elevated building shall be designed by a registered design professional."

Designated Floodplain Administer – The Village Manager is currently designated as the Floodplain Administer. The Manager can delegate the responsibilities to other employees. FDEM recommended that the Village Manager remains the Floodplain Administer and explained that this is common for smaller communities.

Non-elevated accessory structures regulations and variance – FEMA has recently added regulations to at grade detached accessory structures. Walled, at grade accessory structures are limited to 600 square feet in an A/AE zone and 100 sq ft in a V/VE zone. If the structure has more than one floor, than this limitation does not apply. Variances will be heard and decided by the Director of Planning. Meeting the criteria listed in 6-89(f), the Director can approve a variance up to 1,200 square feet in an A/AE zone.

Addition and update of definitions – New definitions include but are not limited to: nonstructural fill, structural fill, in-ground, and natural grade. The definitions were repealed and replaced; each existing definition has been somewhat updated in language.

Formatting – The code sections that have been changed use underlines and strikeouts, however, section 3 will be repealed and replaced. This process was recommended by FDEM for the Village and other communities that adopted the model code.

Budget Impact:
N/A

Staff Impact:
Staff will continue to regulate according to FEMA standards and incorporate the changes listed above.

Recommendation:
Village staff recommends that the Village Council adopts the amendments by repealing and replacing the proposed ordinance within Chapter 30 Land Development Regulations | Article II Building Code | Article III Floodplain Management Standard.

Attachments:
1. Flood_Ordinance_11-23-2022
2. 23-01 Flood_Ordinance - Finalized

ORDINANCE NO.

AN ORDINANCE BY THE VILLAGE COUNCIL AMENDING THE ISLAMORADA, VILLAGE OF ISLANDS CODE OF ORDINANCES TO AMEND CODE OF ORDINANCE CHAPTER 6, ARTICLE II, BUILDING CODE, TO ADD NEW DIVISION 3 TO ADOPT ADMINISTRATIVE AMENDMENTS TO THE FLORIDA BUILDING CODE AND TO ADD NEW DIVISION 4 TO ADOPT TECHNICAL AMENDMENTS TO THE FLORIDA BUILDING CODE; TO REPEAL CHAPTER 6, ARTICLE III, FLOODPLAIN MANAGEMENT STANDARDS; TO ADOPT A NEW ARTICLE III; TO ADOPT FLOOD HAZARD MAPS, TO DESIGNATE A FLOODPLAIN ADMINISTRATOR, TO ADOPT PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS; AND FOR OTHER PURPOSES; PROVIDING FOR APPLICABILITY; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166 – Municipalities, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of Islamorada, Village of Island and such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare, and

WHEREAS, the Islamorada, Village of Islands was accepted for participation in the National Flood Insurance Program on October 1, 1998 and the Village Council desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and

WHEREAS, Chapter 553, Florida Statutes, was adopted by the Florida Legislature to provide a mechanism for the uniform adoption, updating, amendment, interpretation and enforcement of a state building code, called the *Florida Building Code*; and

WHEREAS, Chapter 553, Florida Statutes, allows for local technical amendments to the *Florida Building Code* that provide for more stringent requirements than those specified in the Code and allows adoption of local administrative and local technical amendments to the Florida Building Code to implement the National Flood Insurance Program and incentives; and

WHEREAS, the Village Council previously adopted requirements to (1) specify anchoring of foundations; (2) require buildings that sustain repetitive flood damage over a 10-year period to be included in the definition of "substantial damage"; and (3) limit access to enclosures under

buildings and structures in flood hazard areas prior to July 1, 2010 and, pursuant to section 553.73(5), F.S., is formatting that requirement to coordinate with the *Florida Building Code*; and

WHEREAS, the Village Council is adopting provisions (1) to require applicants to execute declarations of land restriction (nonconversion agreements) for enclosures below elevated buildings in flood hazard areas; and (2) to modify coastal high hazard area requirements for application in Coastal A Zones; and for the purpose of participating in the National Flood Insurance Program's Community Rating System and, pursuant to section 553.73(5), F.S., is formatting those requirements to coordinate with the *Florida Building Code*; and

WHEREAS, the Village Council has determined that it is in the public interest to adopt the proposed local technical amendments to the *Florida Building Code* and the proposed amendments are not more stringent than necessary to address the need identified, do not discriminate against materials, products or construction techniques of demonstrated capabilities, are in compliance with section 553.73(4), Florida Statutes; and

WHEREAS, the Village Council has determined that it is in the public interest to adopt the proposed floodplain management regulations that are coordinated with the *Florida Building Code.*

NOW, THEREFORE, BE IT ORDAINED by the Village Council of Islamorada, Village of Islands that the following floodplain management regulations are hereby adopted.

SECTION 1. RECITALS.

The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

SECTION 2. This ordinance amends Chapter 6, Article II, by creating Division 3.

DIVISION 3. – BUILDING CODE ADMINISTRATIVE AMENDMENTS

Sec. 6-76. – Florida Building Code, Building – Administrative Amendments.

Amend Section 107.2.5 as follows:

107.3.5 Minimum plan review criteria for buildings.

Commercial Buildings: Building

8. Structural requirements shall include:

Flood requirements in accordance with Section 1612, including lowest floor elevations, enclosures, declaration of land restriction (nonconversion agreement), flood damage-resistant materials.

Residential (one- and two-family):

6. Structural requirements shall include:

Flood hazard areas, flood zones, design flood elevations, lowest floor elevations, enclosures, declaration of land restriction (nonconversion agreement), equipment, and flood damage-resistant materials.

SECTION 4. This ordinance amends Chapter 6, Article II, by creating Division 4.

DIVISION 4. – BUILDING CODE TECHNICAL AMENDMENTS

Sec. 6-77. – Florida Building Code, Building – Technical Amendments.

Amend Section 1612 as follows:

1612.4.1 Modification of ASCE 24. Reserved. ~~Table 6-1 and Section 6.2.1 in ASCE 24 shall be modified as follows:~~

~~1. The title of Table 6.1 shall be "Minimum Elevation of Floodproofing, Relative to Base Flood Elevation (BFE) or Design Flood Elevation (DFE), in Coastal A Zones and in Other Flood Hazard Areas that are not High Risk Flood Hazard Areas."~~

~~2. Section 6.2.1 shall be modified to permit dry floodproofing in Coastal A Zones, as follows: "Dry floodproofing of nonresidential structures and nonresidential areas of mixed-use structures shall not be allowed unless such structures are located outside of High Risk Flood Hazard areas and Coastal High Hazard Areas. Dry floodproofing shall be permitted in Coastal A Zones provided wave loads and the potential for erosion and local scour are accounted for in the design. Dry floodproofing of residential structures or residential areas of mixed-use structures shall not be permitted."~~

1612.4.3 Modification of ASCE 24 (Coastal A Zone). Section 4.5.13 in ASCE 24 shall be modified as follows:

1. Paragraph 1 shall be modified: "In Coastal High Hazard Areas and Coastal A Zones, stem walls shall not be permitted."
2. Paragraph 2 shall be deleted.

1612.4.4 Foundation requirements. In addition to the foundation requirements specified in ASCE 24, foundations shall be anchored to solid rock by cast-in-place augers or by a minimum of 16-inch driven piles driving to refusal. Reinforcement and connection to the elevated building shall be designed by a registered design professional.

Sec. 6-78. – Florida Building Code, Residential.

Amend Section R322.2 as follows:

R322.2.2 Enclosed area below design flood elevation. Enclosed areas, including crawl spaces, that are below the design flood elevation shall:

1. Be used solely for parking of vehicles, building access or storage. ~~The enclosed area shall not be temperature-controlled.~~ Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).

Remainder unchanged

R322.2.3 Foundation design and construction. Foundation walls for buildings and structures erected in flood hazard areas shall meet the requirements of Chapter 4 and shall be anchored to solid rock by either cast-in-place augers, a minimum of 16-inch diameter or driven piles, driven to refusal. Foundations and reinforcement and connection to the elevated building shall be designed by a registered design professional.

~~**Exception:** Unless designed in accordance with Section R404:~~
~~1. The unsupported height of 6-inch (152 mm) plain masonry walls shall be not more than 3 feet (914 mm).~~
~~2. The unsupported height of 8-inch (203 mm) plain masonry walls shall be not more than 4 feet (1219 mm).~~
~~3. The unsupported height of 8-inch (203 mm) reinforced masonry walls shall be not more than 8 feet (2438 mm).~~
~~For the purpose of this exception, unsupported height is the distance from the finished grade of the under-floor space to the top of the wall.~~

Amend Section R322.3 as follows:

R322.3.3 Foundations. Buildings and structures erected in coastal high-hazard areas and Coastal A Zones shall be supported on pilings or columns and shall be adequately anchored to such pilings or columns. The space below the elevated building shall be either free of obstruction or, if enclosed with walls, the walls shall meet the requirements of Section R322.3.5. Pilings shall have adequate soil penetrations to resist the combined wave and wind loads (lateral and uplift). Water-loading values used shall be those associated with the design flood. Wind-loading values shall be those required by this code. Pile embedment shall include consideration of decreased resistance capacity caused by scour of soil strata surrounding the piling. Foundations shall be anchored to solid rock by either cast-in-place augers, a minimum of 16-inch diameter or driven piles, driven to refusal. Reinforcement and connection to the elevated building shall be designed and ~~Pile systems design and installation shall be~~ certified in accordance

with Section R322.3.9. Spread footing, mat, raft or other foundations that support columns shall not be permitted where soil investigations that are required in accordance with Section R401.4 indicate that soil material under the spread footing, mat, raft or other foundation is subject to scour or erosion from wave-velocity flow conditions. If permitted, spread footing, mat, raft or other foundations that support columns shall be designed in accordance with ASCE 24. Slabs, pools, pool decks and walkways shall be located and constructed to be structurally independent of buildings and structures and their foundations to prevent transfer of flood loads to the buildings and structures during conditions of flooding, scour or erosion from wave-velocity flow conditions, unless the buildings and structures and their foundations are designed to resist the additional flood load.

Exception: Reserved. ~~In Coastal A Zones, stem wall foundations supporting a floor system above and backfilled with soil or gravel to the underside of the floor system shall be permitted provided the foundations are designed to account for wave action, debris impact, erosion and local scour. Where soils are susceptible to erosion and local scour, stem wall foundations shall have deep footings to account for the loss of soil.~~

R322.3.6 Enclosed areas below the design flood elevation. Enclosed areas below the design flood elevation shall be used solely for parking of vehicles, building access or storage. ~~The enclosed area shall not be temperature controlled.~~ Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).

SECTION 3. This ordinance specifically repeals Chapter 6, Article III, Sections 6-81 through 6-94 and adopts Chapter 6, Article III, Sections 6-81 through 6.94.4.

ARTICLE III. – FLOODPLAIN MANAGEMENT STANDARDS

Sec. 6-81. – General.

(a) Title. These regulations shall be known as the *Floodplain Management Ordinance* of Islamorada, Village of Islands, hereinafter referred to as "this article."

(b) Scope. The provisions of this article shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the *Florida Building Code*; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

(c) Intent. The purposes of this article and the flood load and flood resistant construction requirements of the *Florida Building Code* are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

(1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;

(2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;

(3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;

(4) Manage the alteration of flood hazard areas and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;

(5) Minimize damage to public and private facilities and utilities;

(6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;

(7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and

(8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in Title 44 Code of Federal Regulations, Section 59.22.

(d) Coordination with the *Florida Building Code*. This article is intended to be administered and enforced in conjunction with the *Florida Building Code*. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the *Florida Building Code.*

(e) Warning. The degree of flood protection required by this article and the *Florida Building Code*, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This article does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this article.

(f) Disclaimer of Liability. This article shall not create liability on the part of Village Council of Islamorada, Village of Islands or by any officer or employee thereof for any flood damage that

results from reliance on this article or any administrative decision lawfully made thereunder.

Sec. 6-82. – Definitions.

Unless otherwise expressly stated, the following words and terms shall, for the purposes of this article, have the meanings shown in this section. Where terms are not defined in this article and are defined in the *Florida Building Code*, such terms shall have the meanings ascribed to them in that code. Where terms are not defined in this article or the *Florida Building Code*, such terms shall have ordinarily accepted meanings such as the context implies.

Accessory structure. A structure that is located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Accessory structures should constitute a minimal initial investment, may not be used for human habitation, and must be designed to have minimal flood damage potential. For floodplain management purposes, the term includes only accessory structures used for parking and storage. Examples of accessory structures are detached garages, carports, storage sheds, pole barns, and hay sheds.

Appeal. A request for a review of the Floodplain Administrator's interpretation of any provision of this article.

ASCE 24. A standard titled *Flood Resistant Design and Construction* that is referenced by the *Florida Building Code*. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood. A flood having a 1-percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 202.] The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."

Base flood elevation (BFE). The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM). [Also defined in FBC, B, Section 202.]

Basement. The portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 202; see "Basement (for flood loads)".]

Coastal high hazard area. A special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V Zones" and are designated on Flood Insurance Rate Maps (FIRM) as Zone V1-V30, VE, or V.

Declaration of Land Restriction (Nonconversion Agreement). A form provided by the Floodplain Administrator to be signed by the owner and recorded on the property deed in Official Records of the Clerk of Courts, for the owner to agree not to convert or modify in any

manner that is inconsistent with the terms of the building permit and these regulations, enclosures below elevated buildings.

Design flood. The flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 202.]

(1) Area with a floodplain subject to a 1-percent or greater chance of flooding in any year; or

(2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation. The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet. [Also defined in FBC, B, Section 202.]

Development. Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment. The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and **existing structure.** Any buildings and structures for which the "start of construction" commenced before October 1, 1998. [Also defined in FBC, B, Section 202.]

Federal Emergency Management Agency (FEMA). The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Fill, nonstructural. Soil that is not structural fill and that is expected to wash away during a flood event.

Fill, structural. Material such as soil, gravel, or crushed stone that is placed and compacted to a specified density to provide structural support or protection to a structure.

Flood or flooding. A general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 202.]

(1) The overflow of inland or tidal waters.

(2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials. Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 202.]

Flood hazard area. The greater of the following two areas: [Also defined in FBC, B, Section 202.]

(1) The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.

(2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood Insurance Rate Map (FIRM). The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 202.]

Flood Insurance Study (FIS). The official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 202.]

Floodplain Administrator. The office or position designated and charged with the administration and enforcement of this article (may be referred to as the Floodplain Manager).

Florida Building Code. The family of codes adopted by the Florida Building Commission, including: *Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas*, National Electric Code, (NFPA 70)

Functionally dependent use. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade. The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure. Any structure that is determined eligible for the exception to the flood hazard area requirements of the *Florida Building Code, Existing Building*, Chapter 12 Historic Buildings.

In-ground. Placed fully into the ground such that the top edge or top surface of a pool or

other feature that is in the ground is flush with pre-construction grade. Installation where a small portion of the pool or other feature extends above the pre-construction grade is not in-ground.

Letter of Map Change (LOMC). An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

(1) Letter of Map Amendment (LOMA): An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

(2) Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

(3) Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

(4) Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck. As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

(1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
(2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
(3) Available with special features enabling off-street or off-highway operation and use.

Lowest floor. The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the *Florida Building Code* or ASCE 24. [Also defined in FBC, B, Section 202.]

Manufactured home. A structure, transportable in one or more sections, which is eight (8) feet

or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.]

Manufactured home park or subdivision. A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value. The value of a building or structure, excluding the land and other improvements on the parcel. Market value is the Actual Cash Value (like-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction) determined by a qualified independent appraiser, or the County Property Appraiser's value of the structure plus 20 percent.

Natural Grade The grade unaffected by construction techniques such as fill, landscaping or berming.

New construction. For the purposes of administration of this article and the flood resistant construction requirements of the *Florida Building Code*, structures for which the "start of construction" commenced on or after October 1, 1998 and includes any subsequent improvements to such structures.

Park trailer. A transportable unit which has a body width not exceeding fourteen (14) feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in section 320.01, F.S.]

Real Estate Numbers. (RE List) Real state numbers of parcels that are within the SFAMs identified by the U.S. Fish and Wildlife Service (Service) in accordance with the Biological Opinion dated April30, 2010.

Recreational vehicle. A vehicle, including a park trailer, which is: [See section 320.01, F.S.)

(1) Built on a single chassis;

(2) Four hundred (400) square feet or less when measured at the largest horizontal projection;

(3) Designed to be self-propelled or permanently towable by a light-duty truck; and

(4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Sand dunes. Naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Special flood hazard area. An area in the floodplain subject to a 1 percent or greater chance of

flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. [Also defined in FBC, B Section 202.]

Species Focus Area Maps (SFAMs). Identified by the U.S. Fish and Wildlife Service (Service) in accordance with the Biological Opinion dated April 30, 2010.

Start of construction. Start of construction includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling, nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 202.]

Substantial damage. Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. [Also defined in FBC, B Section 202.]

Substantial improvement. Any repair, reconstruction, rehabilitation, alteration, addition, or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either: [Also defined in FBC, B, Section 202.]

(1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

(2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

Variance. A grant of relief from the requirements of this article, or the flood resistant construction requirements of the *Florida Building Code*, which permits construction in a manner that would not otherwise be permitted by this article or the *Florida Building Code*.

Sec. 6-83. – Applicability.

(a) General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

(b) Areas to which this article applies. This article shall apply to all flood hazard areas within the Islamorada, Village of Islands, as established in Section 6-83(c) of this article.

(c) Basis for establishing flood hazard areas and the Species Focus Area Maps and Real Estate Numbers.

(1) The Flood Insurance Study for Monroe County, Florida and incorporated areas dated February 18, 2005**,** and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this article and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the Village Planning and Development Services Department.

(2) The Species Focus Area Maps (SFAMs) and the Real Estate numbers of parcels (RE List) that are within the SFAMs identified by the U.S. Fish and Wildlife Service in accordance with the Biological Opinion, dated April 30, 2010, as amended, for the Village, and any subsequent revisions there to, are hereby declared to be a part of this article. The SFAMs and RE list are on file at the Village Planning and Development Services Department and on the Village webpage.

(d) Submission of additional data to establish flood hazard areas. To establish flood hazard areas and base flood elevations, pursuant to Section 6-87 of this article the Floodplain Administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

(1) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this article and, as applicable, the requirements of the *Florida Building Code*.

(2) Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.

(e) Other laws. The provisions of this article shall not be deemed to nullify any provisions of local, state or federal law.

(f) Abrogation and greater restrictions. This article supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including but not limited to land development regulations, zoning ordinances, stormwater management regulations, or the *Florida Building Code*. In the event of a conflict between this article and any other ordinance, the more restrictive shall govern. This article shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this article.

(g) Interpretation. In the interpretation and application of this article, all provisions shall be:

(1) Considered as minimum requirements;

(2) Liberally construed in favor of the governing body; and

(3) Deemed neither to limit nor repeal any other powers granted under state statutes.

Sec. 6-84. – Duties and powers of the Floodplain Administrator.

(a) Designation. The Village Manager is the designated the Floodplain Administrator. The Floodplain Administrator may delegate performance of certain duties to other employees.

(b) General. The Floodplain Administrator is authorized and directed to administer and enforce the provisions of this article. The Floodplain Administrator shall have the authority to render interpretations of this article consistent with the intent and purpose of this article and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this article without the granting of a variance pursuant to Section 6-89 of this article.

(c) Applications and permits. The Floodplain Administrator, in coordination with other pertinent offices of the community, shall:

(1) Review applications and plans to determine whether proposed new development will be located in flood hazard areas;

(2) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this article;

(3) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;

(4) Provide available flood elevation and flood hazard information;

(5) Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;

(6) Review applications to determine whether proposed development will be reasonably safe from flooding;

(7) Issue building permits or approvals for development other than buildings and structures that are subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*, when compliance with this article is demonstrated, or disapprove the same in the event of noncompliance; and

(8) Coordinate with and provide comments to the Building Official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this article.

(d) Substantial improvement and substantial damage determinations. For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

(1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;

(2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;

(3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; for proposed work to repair damage caused by flooding, the determination requires evaluation of previous permits issued to repair flood-related damage as specified in the definition of "substantial damage"; and

(4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the *Florida Building Code* and this article is required.

(e) Modifications of the strict application of the requirements of the *Florida Building Code*. The Floodplain Administrator shall review requests submitted to the Building Official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the *Florida Building Code* to determine whether such requests require the granting of a variance pursuant to Section 6-89 of this article.

(f) Notices and orders. The Floodplain Administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this article.

(g) Inspections. The Floodplain Administrator shall make the required inspections as specified in Section 6-88 of this article for development that is not subject to the *Florida Building Code,* including buildings, structures and facilities exempt from the *Florida Building Code*. The Floodplain Administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

(h) Other duties of the Floodplain Administrator. The Floodplain Administrator shall have other duties, including but not limited to:

(1) Establish, in coordination with the Building Official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to Section 6-84(d) of this article;

(2) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations, or flood hazard area boundaries; such submissions shall be made within 6 months of such data becoming available;

(3) Review required design certifications and documentation of elevations specified by this article and the *Florida Building Code* to determine that such certifications and documentations are complete;

(4) Notify the Federal Emergency Management Agency when the corporate boundaries of Islamorada, Village of Islands are modified; and

(5) Advise applicants for new buildings and structures, including substantial improvements, that are located in any unit of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591) that federal flood insurance is not available on such construction; areas subject to this limitation are identified on Flood Insurance Rate Maps as "Coastal Barrier Resource System Areas" and "Otherwise Protected Areas."

(i) Floodplain management records. Regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this article and the flood resistant construction requirements of the *Florida Building Code*, including Flood Insurance Rate Maps; Letters of Map Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the *Florida Building Code* and this article; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this article and the flood resistant construction requirements of the *Florida Building Code*. These records shall be available for public inspection at the Village Planning and Development Services Department.

Sec. 6-85. – Permits.

(a) Permits required. Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this article, including buildings, structures and facilities exempt from the *Florida Building Code*, which is wholly within or partially within any flood hazard area shall first make application to the Floodplain Administrator, and the Building Official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this article and all other applicable codes and regulations has been satisfied.

(b) Buildings, structures and facilities exempt from the *Florida Building Code*. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), building permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the *Florida Building Code* and any further exemptions provided by law, which are subject to the requirements of this article:

(1) Railroads and ancillary facilities associated with the railroad.

(2) Nonresidential farm buildings on farms, as provided in section 604.50, F.S.

(3) Temporary buildings or sheds used exclusively for construction purposes.

(4) Mobile or modular structures used as temporary offices.

(5) Those structures or facilities of electric utilities, as defined in section 366.02, F.S., which are directly involved in the generation, transmission, or distribution of electricity.

(6) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.

(7) Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.

(8) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.

(9) Structures identified in section 553.73(10)(k), F.S., are not exempt from the *Florida Building Code* if such structures are located in flood hazard areas established on Flood Insurance Rate Maps

(c) Application for a permit or approval. To obtain a building permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:

(1) Identify and describe the development to be covered by the permit or approval.

(2) Describe the land on which the proposed development is to be conducted by legal

description, street address or similar description that will readily identify and definitively locate the site.

(3) Indicate the use and occupancy for which the proposed development is intended.

(4) Be accompanied by a site plan or construction documents as specified in Section 6-87 of this article.

(5) State the valuation of the proposed work.

(6) Be signed by the applicant or the applicant's authorized agent.

(7) Give such other data and information as required by the Floodplain Administrator.

(8) For projects proposing to enclose areas under elevated buildings, include signed Declaration of Land Restriction (Nonconversion Agreement); the agreement shall be recorded on the property deed prior to issuance of the Certificate of Occupancy.

(d) Validity of permit or approval. The issuance of a building permit or approval pursuant to this article shall not be construed to be a permit for, or approval of, any violation of this article, the *Florida Building Codes*, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the Floodplain Administrator from requiring the correction of errors and omissions.

(e) Expiration. A building permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.

(f) Suspension or revocation. The Floodplain Administrator is authorized to suspend or revoke a building permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this article or any other ordinance, regulation or requirement of this community.

(g) Other permits required. Building permits shall require applicants to obtain all applicable state or federal permits before commencement of the permitted development, including but not limited to the following:

(1) The South Florida Water Management District; section 373.036, F.S.

(2) Florida Department of Economic Opportunity, Chapter 380.05 F.S., Areas of Critical State Concern, and Chapter 553, Part IV, F.S., Florida Building Code.

(3) Florida Department of Health for onsite sewage treatment and disposal systems; section 381.0065, F.S. and Chapter 64E-6, F.A.C.

(4) Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; section 161.055, F.S.

(5) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.

(6) U.S. Fish and Wildlife Service and the Florida Game and Fresh Water Fish Commission pertaining to Federally threatened and endangered species or their habitat.

(7) Other Federal permits and approvals.

Sec. 6-86. – Protection of Endangered Species.

(1) Applications with Determination of Unsuitable Habitat. Upon receipt of a building permit application for a property that is determined to be on the SFAMs and the RE list as containing unsuitable habitat, the Floodplain Administrator shall place a letter in the building permit file that indicates:

a. The name of the Village official that made the determination;

b. The date of the determination; and

c. The date of the SFAM and RE list used to make the determination.

Once the determination has been made, the Village may take action on the building permit application without further concern for Federally threatened and endangered species and their habitat.

(2) Species Assessment Guides and Acceptance Form. The Species Assessment Guide for the Village provided by the U.S. Fish and Service (Service), dated December 23, 2011, and any subsequent revisions there to, is hereby declared to be a part of this article. The Species Assessment Guide is on file at the Village Planning and Development Services Department.

a. The Village shall use the Species Assessment Guide to determine whether the applicant for a building permit application must seek technical assistance by the Service. For applications that require such assistance, the Village shall provide copies of the applications to the Service for review on a weekly basis.

b. Based on the Service's technical assistance, Village shall condition the building permit to incorporate the Service’s recommendations to avoid and/or to minimize possible impacts on Federally listed threatened and endangered species and their habitat.

c. The Village shall maintain an Acceptance Form of the Service’s recommendations in the permit file. The Acceptance Form shall be signed by the permit applicant and the building official.

d. The Village shall use the Species Assessment Guides (SAGs) for properties that exist within the boundaries of a completed Habitat Conservation Plan and which are subject to the SFAMs. The Real Estate folio number list which accompanies the SFAMs will be utilized in combination to determine if a development permit

application must be provided to the Service for technical assistance in order to meet the full requirements of the Endangered and Threatened sections of this section.

(3) Avoiding Impacts on Federally Listed Species. All proposed development shall meet the conditions attached to building permits in accordance with Section 6-86(2) to avoid possible impacts to Federally threatened and endangered species and their habitat.

Sec. 6-87. – Site plans and construction documents.

(a) Information for development in flood hazard areas. The site plan or construction documents for any development subject to the requirements of this article shall be drawn to scale and shall include, as applicable to the proposed development:

(1) Delineation of flood hazard areas and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.

(2) Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas and Coastal A Zones, new buildings shall be located landward of the reach of mean high tide.

(3) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.

(4) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.

(5) Extent of any proposed alteration of sand dunes or mangrove stands, provided such alteration is approved by the Florida Department of Environmental Protection.

The Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this article but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this article.

(b) Additional analyses. When activities that alter sand dunes or mangrove stands are proposed in coastal high hazard areas (Zone V) and Coastal A Zones, the applicant shall submit an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage. The analysis shall be prepared, signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents.

(c) Submission of additional data. When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the base flood elevations or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for

such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

Sec. 6-88. – Inspections.

(a) General. Development for which a building permit or approval is required shall be subject to inspection.

(b) Development other than buildings and structures. The Floodplain Administrator shall inspect all development to determine compliance with the requirements of this article and the conditions of issued building permits or approvals.

(c) Buildings, structures and facilities exempt from the *Florida Building Code*. The Floodplain Administrator shall inspect buildings, structures and facilities exempt from the *Florida Building Code* to determine compliance with the requirements of this article and the conditions of issued building permits or approvals.

(d) Buildings, structures and facilities exempt from the *Florida Building Code*, lowest floor inspection. Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the *Florida Building Code,* or the owner's authorized agent, shall submit to the Floodplain Administrator the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor.

(e) Buildings, structures and facilities exempt from the *Florida Building Code*, final inspection. As part of the final inspection, the owner or owner's authorized agent shall submit to the Floodplain Administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in Section 6-88(d) of this article.

(f) Manufactured homes. The Floodplain Administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this article and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the Floodplain Administrator.

Sec. 6-89. – Variances and appeals.

(a). The Village Council shall hear and decide on requests for appeals and requests for variances from the strict application of this article.

(b) Appeals. The Village Council shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in

the administration and enforcement of this article. Any person aggrieved by the decision may appeal such decision to the Circuit Court, as provided by Florida Statutes.

(c) Limitations on authority to grant variances. The Village Council shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in Section 6-89(g) of this article, the conditions of issuance set forth in Section 6-89(h) of this article, and the comments and recommendations of the Floodplain Administrator and the Building Official. Variances shall not be granted after-the-fact. The Village Council has the right to attach such conditions as it deems necessary to further the purposes and objectives of this article.

(d) Historic buildings. A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the *Florida Building Code, Existing Building*, Chapter 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the *Florida Building Code*.

(e) Functionally dependent uses. A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this article, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

(f) Certain at-grade accessory structures. A request for a variance is authorized to be heard and decided by the Director of Planning. For the construction or substantial improvement of at-grade accessory structures located in special flood hazard areas (zone A/AE) other than coastal high hazard areas that are larger than the size limits specified in Section 6-92(b), provided the requirements of this section are satisfied, the accessory structures are used only for parking or storage, and the accessory structures:

(1) Represent minimal investment and has low damage potential.

(2) Are one story and not larger than 1,200 square feet in size, and have flood openings in accordance with Section R322.2 of the Florida Building Code, Residential.

(3) Are anchored to resist flotation, collapse or lateral movement resulting from flood loads.

(4) Have flood damage-resistant materials used below the base flood elevation plus one (1) foot.

(5) Have mechanical, plumbing and electrical systems, including plumbing fixtures, elevated to or above the base flood elevation plus one (1) foot.

(g) Considerations for issuance of variances. In reviewing requests for variances, the Village

Council shall consider all technical evaluations, all relevant factors, all other applicable provisions of the *Florida Building Code*, this article, and the following:

(1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;

(2) The danger to life and property due to flooding or erosion damage;

(3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;

(4) The importance of the services provided by the proposed development to the community;

(5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;

(6) The compatibility of the proposed development with existing and anticipated development;

(7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;

(8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;

(9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and

(10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

(h) Conditions for issuance of variances. Variances shall be issued only upon:

(1) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this article or the required elevation standards;

(2) Determination by the Village Council that:

a. Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;

b. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and

c. The variance is the minimum necessary, considering the flood hazard, to afford relief;

(3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the Office of the Clerk of the Court in such a manner that it appears in the chain of title of the affected parcel of land; and

(4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the Floodplain Administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as $25 for $100 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property. A copy of the notice shall be recorded by the Floodplain Administrator in the Office of the Clerk of Court and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land. The fee for recording shall be collected at the time of application.

Sec. 6-90. – Violations.

(a) Violations. Any development that is not within the scope of the *Florida Building Code* but that is regulated by this article that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this article, shall be deemed a violation of this article. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this article or the *Florida Building Code* is presumed to be a violation until such time as that documentation is provided.

(b) Authority. For development that is not within the scope of the *Florida Building Code* but that is regulated by this article and that is determined to be a violation, the Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

(c) Unlawful continuance. Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be fined not more than $500, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense.

Sec. 6-91. – Real estate disclosure; flood hazard warning.

All agreements for deed, purchase agreements, leases, or other contracts for sale or exchange of lots within areas of special flood hazard shall carry the following flood hazard warning prominently displayed on the document:

FLOOD HAZARD WARNING

THIS PROPERTY MAY BE SUBJECT TO FLOODING. YOU SHOULD CONTACT THE ISLAMORADA, VILLAGE OF ISLANDS, BUILDING SERVICES DEPARTMENT AND OBTAIN THE LATEST INFORMATION REGARDING FLOOD ELEVATIONS AND RESTRICTIONS ON DEVELOPMENT BEFORE MAKING USE OF THIS PROPERTY.

Sec. 6-92. – Buildings and structures.

(a) Design and construction of buildings, structures and facilities exempt from the *Florida Building Code*. Pursuant to Section 6-85(b) of this article, buildings, structures, and facilities that are exempt from the *Florida Building Code*, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the *Florida Building Code* that are not walled and roofed buildings shall comply with the requirements of Section 6-94.4 of this article.

(b) Non-elevated accessory structures. Accessory structures are permitted below elevations required by the Florida Building Code provided the accessory structures are ~~Detached accessory structures. Detached accessory structures with walls and roofs are permitted at grade if~~ used only for parking and storage and:

(1) If located in special flood hazard areas (Zone A/AE) other than coastal high hazard areas, are one-story and not larger than 600 sq. ft. and have flood openings in accordance with Section R322.2 of the Florida Building Code, Residential.

(2) If located in coastal high hazard areas (Zone V/VE), are not located below elevated buildings and are not larger than 100 sq. ft.

(3) Are anchored to resist flotation, collapse or lateral movement resulting from flood loads.

(4) Have flood damage-resistant materials used below the base flood elevation plus one (1) foot.

(5) Have mechanical, plumbing and electrical systems, including plumbing fixtures, ~~Shall not be conditioned or temperature controlled and electrical systems, if provided, shall be~~ elevated to or above the base flood elevation plus one (1) foot.

Sec. 6-93. – Subdivisions.

(a) Minimum requirements. Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

(1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

(2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

(3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

(b) Subdivision plats. Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

(1) Delineation of flood hazard areas and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;

(2) Compliance with the site improvement and utilities requirements of Section 6-94 of this article.

Sec. 6-94. – Site improvements, utilities and limitations.

(a) Minimum requirements. All proposed new development shall be reviewed to determine that:

(1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

(2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

(3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

(b) Sanitary sewage facilities. All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.

(c) Water supply facilities. All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

(d) Limitations on placement of fill. Subject to the limitations of this article, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. Fill shall not adversely impact adjacent properties as specified in Chapter 30, Article VII Environmental Regulations, Division 8 Stormwater Management. In addition to these

requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the *Florida Building Code*.

(e) Limitations on sites in coastal high hazard areas (Zone V) and Coastal A Zones. In coastal high hazard areas and Coastal A Zones, alteration of sand dunes and mangrove stands shall be permitted only if such alteration is approved by the Florida Department of Environmental Protection and only if the engineering analysis required by Section 6-87(b) of this article demonstrates that the proposed alteration will not increase the potential for flood damage. Construction or restoration of dunes under or around elevated buildings and structures shall comply with Section 6-94.4(e) of this article.

Sec. 6-94.1. – Manufactured homes.

(a) General. All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to section 320.8249, F.S., and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this article.

(b) Foundations. All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:

(1) In flood hazard areas (Zone A) other than coastal high hazard areas and Coastal A Zones, are designed in accordance with the applicable foundation requirements of the *Florida Building Code, Residential* Section R322 and this article.

(2) In coastal high hazard areas (Zone V) and Coastal A Zones, are designed in accordance with the applicable foundation requirements of the *Florida Building Code, Residential* Section R322 and this article.

(c) Anchoring. All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

(d) Elevation requirement. All manufactured homes that are placed, replaced, or substantially improved shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.

(e) Enclosures. Enclosed areas below elevated manufactured homes shall comply with the requirements of the *Florida Building Code, Residential* Section R322 for such enclosed areas, as applicable to the flood hazard area.

(f) Utility equipment. Utility equipment that serves manufactured homes, including electric,

heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the *Florida Building Code, Residential* Section R322*,* as applicable to the flood hazard area.

Sec. 6-94.2. – Recreational vehicles and park trailers.

(a) Temporary placement. Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:

(1) Be on the site for fewer than 180 consecutive days; or

(2) Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

(b) Permanent placement. Recreational vehicles and park trailers that do not meet the limitations in Section 6-94.2(a) of this article for temporary placement shall meet the requirements of Section 6-94.1 of this article for manufactured homes.

Sec. 6-94.3. – Tanks.

(a) Underground tanks. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

(b) Above-ground tanks, not elevated. Above-ground tanks that do not meet the elevation requirements of Section 6-94.3(c) of this article shall:

(1) Be permitted in flood hazard areas (Zone A) other than coastal high hazard areas and Coastal A Zones, provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.

(2) Not be permitted in coastal high hazard areas (Zone V) and Coastal A Zones.

(c) Above-ground tanks, elevated. Above-ground tanks in flood hazard areas shall be elevated to or above the design flood elevation and attached to a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

(d) Tank inlets and vents. Tank inlets, fill openings, outlets and vents shall be:

(1) At or above the design flood elevation or fitted with covers designed to prevent the

inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and

(2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

Sec. 6-94.4. – Other development.

(a) General requirements for other development. All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this article or the *Florida Building Code*, shall:

(1) Be located and constructed to minimize flood damage;

(2) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;

(3) Be constructed of flood damage-resistant materials; and

(4) Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

(b) Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (Zone V) and Coastal A Zones. In coastal high hazard areas and Coastal A Zones, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses are permitted beneath or adjacent to buildings and structures provided the concrete slabs are designed and constructed to be:

(1) Structurally independent of the foundation system of the building or structure; or

(2) Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and have a maximum slab thickness of not more than four (4) inches.

(c) Decks and patios in coastal high hazard areas (Zone V) and Coastal A Zones. In addition to the requirements of the *Florida Building Code*, in coastal high hazard areas and Coastal A Zones, decks and patios shall be located, designed, and constructed in compliance with the following:

(1) A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the design flood elevation and any supporting members that extend below the design flood elevation shall comply with the foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck.

(2) A deck or patio that is located below the design flood elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure or to adjacent buildings and structures.

(3) A deck or patio that has a vertical thickness of more than twelve (12) inches or that is constructed with more than the minimum amount of fill necessary for site drainage shall not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to the building or structure or to adjacent buildings and structures.

(4) A deck or patio that has a vertical thickness of twelve (12) inches or less and that is at natural grade or on nonstructural fill material that is similar to and compatible with local soils and is the minimum amount necessary for site drainage may be approved without requiring analysis of the impact on diversion of floodwaters or wave runup and wave reflection.

(d) Other development in coastal high hazard areas (Zone V) and Coastal A Zones. In coastal high hazard areas and Coastal A Zones, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:

(1) Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;

(2) Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and

(3) On-site sewage treatment and disposal systems defined in 64E-6.002, F.A.C., as filled systems or mound systems.

(e) Nonstructural fill in coastal high hazard areas (Zone V) and Coastal A Zones. In coastal high hazard areas and Coastal A Zones:

(1) Minor grading and the placement of minor quantities of nonstructural fill shall be permitted for landscaping and for drainage purposes under and around buildings.

(2) Fill shall not adversely impact nearby properties as specified in Chapter 30, Article VII Environmental Regulations, Division 8 Stormwater Management.

(3) Fill shall not exceed 2 feet above average grade.

(4) Nonstructural fill with finished slopes that are steeper than one unit vertical to five units

horizontal shall be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures.

(5) Where authorized by the Florida Department of Environmental Protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave runup and wave reflection if the scale and location of the dune work is consistent with local beach-dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.

(f) In-ground pools and other in-ground features in coastal high hazard areas (Zone V) and Coastal A Zones. Installations of pools and other features that are in the ground where a small portion of the pool or other feature extends above the pre-construction grade is not in-ground. The placement of nonstructural fill to obscure portions that extend above that grade elevation is not permitted.

SECTION 4. FISCAL IMPACT STATEMENT.
In terms of design, plan application review, construction and inspection of buildings and structures, the cost impact as an overall average is negligible in regard to the local technical amendments because all development has been subject to the requirements of the local floodplain management ordinance adopted for participation in the National Flood Insurance Program. In terms of lower potential for flood damage, there will be continued savings and benefits to consumers.

SECTION 5. APPLICABILITY.
For the purposes of jurisdictional applicability, this ordinance shall apply in Islamorada, Village of Islands. This ordinance shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after the effective date of this ordinance.

SECTION 6. INCLUSION INTO THE CODE OF ORDINANCES.
It is the intent of the Village Council that the provisions of this ordinance shall become and be made a part of the Islamorada, Village of Islands Code of Ordinances, and that the sections of this ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 7. SEVERABILITY.
If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared.

SECTION 8. EFFECTIVE DATE.
This Ordinance shall not be effective until approved pursuant to a final order by DEO, pursuant to Chapter 380.05, Florida Statutes; or if the final order is challenged, until the challenge to the order is resolved pursuant to Chapter 120, Florida Statutes.

The foregoing Ordinance was offered by ~~_____~~, David Webb, who moved for its adoption on first reading. This motion was seconded by ~~_____~~, Joseph B. Pinder III, and upon being put to a vote, the vote was as follows:

Mayor Pete Bacheler	~~__~~ABSENT
Vice Mayor Henry Rosenthal	~~__~~YES
Councilman Mark Gregg	~~__~~NO
Councilman Joseph B. Pinder III	~~__~~YES
Councilman David Webb	~~__~~YES

PASSED on the first reading this ~~__~~25th day of ~~_____~~August, ~~__~~2022.

The foregoing Ordinance was offered by _____, who moved for its adoption on second reading. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

Mayor Joseph B. Pinder III~~Pete Bacheler~~	___
Vice Mayor Sharon Mahoney~~Henry Rosenthal~~	___
Councilmember~~man~~ Mark Gregg	___
Councilmember~~man~~ Henry Rosenthal~~Joseph B. Pinder III~~	___
Councilmember~~man~~ Elizabeth Jolin~~David Webb~~	___

PASSED AND ADOPTED on the second reading this ___ day of _____, 2023~~2~~.

_____

Joseph B. Pinder III~~PETE BACHELER~~,
MAYOR

ATTEST:

_____
MARNE McGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS:

_____
JOHN QUICK, INTERIM VILLAGE ATTORNEY

ORDINANCE NO. 23-01

AN ORDINANCE BY THE VILLAGE COUNCIL AMENDING THE ISLAMORADA, VILLAGE OF ISLANDS CODE OF ORDINANCES TO AMEND CODE OF ORDINANCE CHAPTER 6, ARTICLE II, BUILDING CODE, TO ADD NEW DIVISION 3 TO ADOPT ADMINISTRATIVE AMENDMENTS TO THE FLORIDA BUILDING CODE AND TO ADD NEW DIVISION 4 TO ADOPT TECHNICAL AMENDMENTS TO THE FLORIDA BUILDING CODE; TO REPEAL CHAPTER 6, ARTICLE III, FLOODPLAIN MANAGEMENT STANDARDS; TO ADOPT A NEW ARTICLE III; TO ADOPT FLOOD HAZARD MAPS, TO DESIGNATE A FLOODPLAIN ADMINISTRATOR, TO ADOPT PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS; AND FOR OTHER PURPOSES; PROVIDING FOR APPLICABILITY; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166 – Municipalities, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of Islamorada, Village of Island and such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare, and

WHEREAS, the Islamorada, Village of Islands was accepted for participation in the National Flood Insurance Program on October 1, 1998 and the Village Council desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and

WHEREAS, Chapter 553, Florida Statutes, was adopted by the Florida Legislature to provide a mechanism for the uniform adoption, updating, amendment, interpretation and enforcement of a state building code, called the *Florida Building Code*; and

WHEREAS, Chapter 553, Florida Statutes, allows for local technical amendments to the *Florida Building Code* that provide for more stringent requirements than those specified in the Code and allows adoption of local administrative and local technical amendments to the Florida Building Code to implement the National Flood Insurance Program and incentives; and

WHEREAS, the Village Council previously adopted requirements to (1) specify anchoring of foundations; (2) require buildings that sustain repetitive flood damage over a 10-year period to be included in the definition of "substantial damage"; and (3) limit access to enclosures under

buildings and structures in flood hazard areas prior to July 1, 2010 and, pursuant to section 553.73(5), F.S., is formatting that requirement to coordinate with the *Florida Building Code*; and

WHEREAS, the Village Council is adopting provisions (1) to require applicants to execute declarations of land restriction (nonconversion agreements) for enclosures below elevated buildings in flood hazard areas; and (2) to modify coastal high hazard area requirements for application in Coastal A Zones; and for the purpose of participating in the National Flood Insurance Program's Community Rating System and, pursuant to section 553.73(5), F.S., is formatting those requirements to coordinate with the *Florida Building Code*; and

WHEREAS, the Village Council has determined that it is in the public interest to adopt the proposed local technical amendments to the *Florida Building Code* and the proposed amendments are not more stringent than necessary to address the need identified, do not discriminate against materials, products or construction techniques of demonstrated capabilities, are in compliance with section 553.73(4), Florida Statutes; and

WHEREAS, the Village Council has determined that it is in the public interest to adopt the proposed floodplain management regulations that are coordinated with the *Florida Building Code.*

NOW, THEREFORE, BE IT ORDAINED by the Village Council of Islamorada, Village of Islands that the following floodplain management regulations are hereby adopted.

SECTION 1. RECITALS.

The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

SECTION 2. This ordinance amends Chapter 6, Article II, by creating Division 3.

DIVISION 3. – BUILDING CODE ADMINISTRATIVE AMENDMENTS

Sec. 6-76. – Florida Building Code, Building – Administrative Amendments.

Amend Section 107.2.5 as follows:

107.3.5 Minimum plan review criteria for buildings.

Commercial Buildings: Building

8. Structural requirements shall include:

Flood requirements in accordance with Section 1612, including lowest floor elevations, enclosures, declaration of land restriction (nonconversion agreement), flood damage-resistant materials.

Residential (one- and two-family):

6. Structural requirements shall include:

Flood hazard areas, flood zones, design flood elevations, lowest floor elevations, enclosures, declaration of land restriction (nonconversion agreement), equipment, and flood damage-resistant materials.

SECTION 4. This ordinance amends Chapter 6, Article II, by creating Division 4.

DIVISION 4. – BUILDING CODE TECHNICAL AMENDMENTS

Sec. 6-77. – Florida Building Code, Building – Technical Amendments.

Amend Section 1612 as follows:

1612.4.1 Modification of ASCE 24. Reserved. ~~Table 6-1 and Section 6.2.1 in ASCE 24 shall be modified as follows:~~

~~1. The title of Table 6.1 shall be "Minimum Elevation of Floodproofing, Relative to Base Flood Elevation (BFE) or Design Flood Elevation (DFE), in Coastal A Zones and in Other Flood Hazard Areas that are not High Risk Flood Hazard Areas."~~

~~2. Section 6.2.1 shall be modified to permit dry floodproofing in Coastal A Zones, as follows: "Dry floodproofing of nonresidential structures and nonresidential areas of mixed-use structures shall not be allowed unless such structures are located outside of High Risk Flood Hazard areas and Coastal High Hazard Areas. Dry floodproofing shall be permitted in Coastal A Zones provided wave loads and the potential for erosion and local scour are accounted for in the design. Dry floodproofing of residential structures or residential areas of mixed-use structures shall not be permitted."~~

1612.4.3 Modification of ASCE 24 (Coastal A Zone). Section 4.5.13 in ASCE 24 shall be modified as follows:

1. Paragraph 1 shall be modified: "In Coastal High Hazard Areas and Coastal A Zones, stem walls shall not be permitted."
2. Paragraph 2 shall be deleted.

1612.4.4 Foundation requirements. In addition to the foundation requirements specified in ASCE 24, foundations shall be anchored to solid rock by cast-in-place augers or by a minimum of 16-inch driven piles driving to refusal. Reinforcement and connection to the elevated building shall be designed by a registered design professional.

Sec. 6-78. – Florida Building Code, Residential.

Amend Section R322.2 as follows:

R322.2.2 Enclosed area below design flood elevation. Enclosed areas, including crawl spaces, that are below the design flood elevation shall:

1. Be used solely for parking of vehicles, building access or storage. Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).

Remainder unchanged

R322.2.3 Foundation design and construction. Foundation walls for buildings and structures erected in flood hazard areas shall meet the requirements of Chapter 4 and shall be anchored to solid rock by either cast-in-place augers, a minimum of 16-inch diameter or driven piles, driven to refusal. Foundations and reinforcement and connection to the elevated building shall be designed by a registered design professional.

~~**Exception:** Unless designed in accordance with Section R404:~~
~~1. The unsupported height of 6-inch (152 mm) plain masonry walls shall be not more than 3 feet (914 mm).~~
~~2. The unsupported height of 8-inch (203 mm) plain masonry walls shall be not more than 4 feet (1219 mm).~~
~~3. The unsupported height of 8-inch (203 mm) reinforced masonry walls shall be not more than 8 feet (2438 mm).~~
~~For the purpose of this exception, unsupported height is the distance from the finished grade of the under-floor space to the top of the wall.~~

Amend Section R322.3 as follows:

R322.3.3 Foundations. Buildings and structures erected in coastal high-hazard areas and Coastal A Zones shall be supported on pilings or columns and shall be adequately anchored to such pilings or columns. The space below the elevated building shall be either free of obstruction or, if enclosed with walls, the walls shall meet the requirements of Section R322.3.5. Pilings shall have adequate soil penetrations to resist the combined wave and wind loads (lateral and uplift). Water-loading values used shall be those associated with the design flood. Wind-loading values shall be those required by this code. Pile embedment shall include consideration of decreased resistance capacity caused by scour of soil strata surrounding the piling. Foundations shall be anchored to solid rock by either cast-in-place augers, a minimum of 16-inch diameter or driven piles, driven to refusal. Reinforcement and connection to the elevated building shall be designed and ~~Pile systems design and installation shall be~~ certified in accordance with Section R322.3.9. Spread footing, mat, raft or other foundations that support

columns shall not be permitted where soil investigations that are required in accordance with Section R401.4 indicate that soil material under the spread footing, mat, raft or other foundation is subject to scour or erosion from wave-velocity flow conditions. If permitted, spread footing, mat, raft or other foundations that support columns shall be designed in accordance with ASCE 24. Slabs, pools, pool decks and walkways shall be located and constructed to be structurally independent of buildings and structures and their foundations to prevent transfer of flood loads to the buildings and structures during conditions of flooding, scour or erosion from wave-velocity flow conditions, unless the buildings and structures and their foundations are designed to resist the additional flood load.

Exception: Reserve. ~~In Coastal A Zones, stem wall foundations supporting a floor system above and backfilled with soil or gravel to the underside of the floor system shall be permitted provided the foundations are designed to account for wave action, debris impact, erosion and local scour. Where soils are susceptible to erosion and local scour, stem wall foundations shall have deep footings to account for the loss of soil.~~

R322.3.6 Enclosed areas below the design flood elevation. Enclosed areas below the design flood elevation shall be used solely for parking of vehicles, building access or storage. Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).

SECTION 3. This ordinance specifically repeals Chapter 6, Article III, Sections 6-81 through 6-94 and adopts Chapter 6, Article III, Sections 6-81 through 6.94.4.

ARTICLE III. – FLOODPLAIN MANAGEMENT STANDARDS

Sec. 6-81. – General.

(a) Title. These regulations shall be known as the *Floodplain Management Ordinance* of Islamorada, Village of Islands, hereinafter referred to as "this article."

(b) Scope. The provisions of this article shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the *Florida Building Code*; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

(c) Intent. The purposes of this article and the flood load and flood resistant construction

requirements of the *Florida Building Code* are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

(1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;

(2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;

(3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;

(4) Manage the alteration of flood hazard areas and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;

(5) Minimize damage to public and private facilities and utilities;

(6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;

(7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and

(8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in Title 44 Code of Federal Regulations, Section 59.22.

(d) Coordination with the *Florida Building Code*. This article is intended to be administered and enforced in conjunction with the *Florida Building Code*. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the *Florida Building Code.*

(e) Warning. The degree of flood protection required by this article and the *Florida Building Code*, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This article does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this article.

(f) Disclaimer of Liability. This article shall not create liability on the part of Village Council of Islamorada, Village of Islands or by any officer or employee thereof for any flood damage that results from reliance on this article or any administrative decision lawfully made thereunder.

Sec. 6-82. – Definitions.

Unless otherwise expressly stated, the following words and terms shall, for the purposes of this article, have the meanings shown in this section. Where terms are not defined in this article and are defined in the *Florida Building Code*, such terms shall have the meanings ascribed to them in that code. Where terms are not defined in this article or the *Florida Building Code*, such terms shall have ordinarily accepted meanings such as the context implies.

Accessory structure. A structure that is located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Accessory structures should constitute a minimal initial investment, may not be used for human habitation, and must be designed to have minimal flood damage potential. For floodplain management purposes, the term includes only accessory structures used for parking and storage. Examples of accessory structures are detached garages, carports, storage sheds, pole barns, and hay sheds.

Appeal. A request for a review of the Floodplain Administrator's interpretation of any provision of this article.

ASCE 24. A standard titled *Flood Resistant Design and Construction* that is referenced by the *Florida Building Code*. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood. A flood having a 1-percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 202.] The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."

Base flood elevation (BFE). The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM). [Also defined in FBC, B, Section 202.]

Basement. The portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 202; see "Basement (for flood loads)".]

Coastal high hazard area. A special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V Zones" and are designated on Flood Insurance Rate Maps (FIRM) as Zone V1-V30, VE, or V.

Declaration of Land Restriction (Nonconversion Agreement). A form provided by the Floodplain Administrator to be signed by the owner and recorded on the property deed in Official Records of the Clerk of Courts, for the owner to agree not to convert or modify in any manner that is inconsistent with the terms of the building permit and these regulations, enclosures below elevated buildings.

Design flood. The flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 202.]

(1) Area with a floodplain subject to a 1-percent or greater chance of flooding in any year; or

(2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation. The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet. [Also defined in FBC, B, Section 202.]

Development. Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment. The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and **existing structure.** Any buildings and structures for which the "start of construction" commenced before October 1, 1998. [Also defined in FBC, B, Section 202.]

Federal Emergency Management Agency (FEMA). The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Fill, nonstructural. Soil that is not structural fill and that is expected to wash away during a flood event.

Fill, structural. Material such as soil, gravel, or crushed stone that is placed and compacted to a specified density to provide structural support or protection to a structure.

Flood or flooding. A general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 202.]

(1) The overflow of inland or tidal waters.

(2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials. Any construction material capable of withstanding direct

and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 202.]

Flood hazard area. The greater of the following two areas: [Also defined in FBC, B, Section 202.]

(1) The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.

(2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood Insurance Rate Map (FIRM). The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 202.]

Flood Insurance Study (FIS). The official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 202.]

Floodplain Administrator. The office or position designated and charged with the administration and enforcement of this article (may be referred to as the Floodplain Manager).

Florida Building Code. The family of codes adopted by the Florida Building Commission, including: *Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas*, National Electric Code, (NFPA 70)

Functionally dependent use. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade. The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure. Any structure that is determined eligible for the exception to the flood hazard area requirements of the *Florida Building Code, Existing Building*, Chapter 12 Historic Buildings.

In-ground. Placed fully into the ground such that the top edge or top surface of a pool or other feature that is in the ground is flush with pre-construction grade. Installation where a small portion of the pool or other feature extends above the pre-construction grade is not in-

ground.

Letter of Map Change (LOMC). An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

(1) Letter of Map Amendment (LOMA): An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

(2) Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

(3) Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

(4) Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck. As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

(1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
(2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
(3) Available with special features enabling off-street or off-highway operation and use.

Lowest floor. The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the *Florida Building Code* or ASCE 24. [Also defined in FBC, B, Section 202.]

Manufactured home. A structure, transportable in one or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation

when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.]

Manufactured home park or subdivision. A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value. The value of a building or structure, excluding the land and other improvements on the parcel. Market value is the Actual Cash Value (like-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction) determined by a qualified independent appraiser, or the County Property Appraiser's value of the structure adjusted to approximate market value by a factor provided by the County Property Assessor.

Natural Grade The grade unaffected by construction techniques such as fill, landscaping or berming.

New construction. For the purposes of administration of this article and the flood resistant construction requirements of the *Florida Building Code*, structures for which the "start of construction" commenced on or after October 1, 1998 and includes any subsequent improvements to such structures.

Park trailer. A transportable unit which has a body width not exceeding fourteen (14) feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in section 320.01, F.S.]

Real Estate Numbers. (RE List) Real state numbers of parcels that are within the SFAMs identified by the U.S. Fish and Wildlife Service (Service) in accordance with the Biological Opinion dated April30, 2010.

Recreational vehicle. A vehicle, including a park trailer, which is: [See section 320.01, F.S.)

(1) Built on a single chassis;

(2) Four hundred (400) square feet or less when measured at the largest horizontal projection;

(3) Designed to be self-propelled or permanently towable by a light-duty truck; and

(4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Sand dunes. Naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Special flood hazard area. An area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO,

A1-A30, AE, A99, AH, V1-V30, VE or V. [Also defined in FBC, B Section 202.]

Species Focus Area Maps (SFAMs). Identified by the U.S. Fish and Wildlife Service (Service) in accordance with the Biological Opinion dated April 30, 2010.

Start of construction. Start of construction includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling, nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 202.]

Substantial damage. Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. [Also defined in FBC, B Section 202.]

Substantial improvement. Any repair, reconstruction, rehabilitation, alteration, addition, or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either: [Also defined in FBC, B, Section 202.]

(1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

(2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

Variance. A grant of relief from the requirements of this article, or the flood resistant construction requirements of the *Florida Building Code*, which permits construction in a manner that would not otherwise be permitted by this article or the *Florida Building Code*.

Sec. 6-83. – Applicability.

(a) General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

(b) Areas to which this article applies. This article shall apply to all flood hazard areas within the Islamorada, Village of Islands, as established in Section 6-83(c) of this article.

(c) Basis for establishing flood hazard areas and the Species Focus Area Maps and Real Estate Numbers.

(1) The Flood Insurance Study for Monroe County, Florida and incorporated areas dated February 18, 2005**,** and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this article and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the Village Planning and Development Services Department.

(2) The Species Focus Area Maps (SFAMs) and the Real Estate numbers of parcels (RE List) that are within the SFAMs identified by the U.S. Fish and Wildlife Service in accordance with the Biological Opinion, dated April 30, 2010, as amended, for the Village, and any subsequent revisions there to, are hereby declared to be a part of this article. The SFAMs and RE list are on file at the Village Planning and Development Services Department and on the Village webpage.

(d) Submission of additional data to establish flood hazard areas. To establish flood hazard areas and base flood elevations, pursuant to Section 6-87 of this article the Floodplain Administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

(1) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this article and, as applicable, the requirements of the *Florida Building Code*.

(2) Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.

(e) Other laws. The provisions of this article shall not be deemed to nullify any provisions of local, state or federal law.

(f) Abrogation and greater restrictions. This article supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including but not limited to land development regulations,

zoning ordinances, stormwater management regulations, or the *Florida Building Code*. In the event of a conflict between this article and any other ordinance, the more restrictive shall govern. This article shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this article.

(g) Interpretation. In the interpretation and application of this article, all provisions shall be:

(1) Considered as minimum requirements;

(2) Liberally construed in favor of the governing body; and

(3) Deemed neither to limit nor repeal any other powers granted under state statutes.

Sec. 6-84. – Duties and powers of the Floodplain Administrator.

(a) Designation. The Village Manager is the designated the Floodplain Administrator. The Floodplain Administrator may delegate performance of certain duties to other employees.

(b) General. The Floodplain Administrator is authorized and directed to administer and enforce the provisions of this article. The Floodplain Administrator shall have the authority to render interpretations of this article consistent with the intent and purpose of this article and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this article without the granting of a variance pursuant to Section 6-89 of this article.

(c) Applications and permits. The Floodplain Administrator, in coordination with other pertinent offices of the community, shall:

(1) Review applications and plans to determine whether proposed new development will be located in flood hazard areas;

(2) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this article;

(3) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;

(4) Provide available flood elevation and flood hazard information;

(5) Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;

(6) Review applications to determine whether proposed development will be reasonably safe from flooding;

(7) Issue building permits or approvals for development other than buildings and structures that are subject to the *Florida Building Code*, including buildings, structures and facilities

exempt from the *Florida Building Code*, when compliance with this article is demonstrated, or disapprove the same in the event of noncompliance; and

(8) Coordinate with and provide comments to the Building Official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this article.

(d) Substantial improvement and substantial damage determinations. For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

(1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;

(2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;

(3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; for proposed work to repair damage caused by flooding, the determination requires evaluation of previous permits issued to repair flood-related damage as specified in the definition of "substantial damage"; and

(4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the *Florida Building Code* and this article is required.

(e) Modifications of the strict application of the requirements of the *Florida Building Code*. The Floodplain Administrator shall review requests submitted to the Building Official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the *Florida Building Code* to determine whether such requests require the granting of a variance pursuant to Section 6-89 of this article.

(f) Notices and orders. The Floodplain Administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this article.

(g) Inspections. The Floodplain Administrator shall make the required inspections as specified in Section 6-88 of this article for development that is not subject to the *Florida Building Code,* including buildings, structures and facilities exempt from the *Florida Building Code*. The

Floodplain Administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

(h) Other duties of the Floodplain Administrator. The Floodplain Administrator shall have other duties, including but not limited to:

(1) Establish, in coordination with the Building Official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to Section 6-84(d) of this article;

(2) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations, or flood hazard area boundaries; such submissions shall be made within 6 months of such data becoming available;

(3) Review required design certifications and documentation of elevations specified by this article and the *Florida Building Code* to determine that such certifications and documentations are complete;

(4) Notify the Federal Emergency Management Agency when the corporate boundaries of Islamorada, Village of Islands are modified; and

(5) Advise applicants for new buildings and structures, including substantial improvements, that are located in any unit of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591) that federal flood insurance is not available on such construction; areas subject to this limitation are identified on Flood Insurance Rate Maps as "Coastal Barrier Resource System Areas" and "Otherwise Protected Areas."

(i) Floodplain management records. Regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this article and the flood resistant construction requirements of the *Florida Building Code*, including Flood Insurance Rate Maps; Letters of Map Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the *Florida Building Code* and this article; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this article and the flood resistant construction requirements of the *Florida Building Code*. These records shall be available for public inspection at the Village Planning and Development Services Department.

Sec. 6-85. – Permits.

(a) Permits required. Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this article, including

buildings, structures and facilities exempt from the *Florida Building Code*, which is wholly within or partially within any flood hazard area shall first make application to the Floodplain Administrator, and the Building Official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this article and all other applicable codes and regulations has been satisfied.

(b) Buildings, structures and facilities exempt from the *Florida Building Code*. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), building permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the *Florida Building Code* and any further exemptions provided by law, which are subject to the requirements of this article:

(1) Railroads and ancillary facilities associated with the railroad.

(2) Nonresidential farm buildings on farms, as provided in section 604.50, F.S.

(3) Temporary buildings or sheds used exclusively for construction purposes.

(4) Mobile or modular structures used as temporary offices.

(5) Those structures or facilities of electric utilities, as defined in section 366.02, F.S., which are directly involved in the generation, transmission, or distribution of electricity.

(6) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.

(7) Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.

(8) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.

(9) Structures identified in section 553.73(10)(k), F.S., are not exempt from the *Florida Building Code* if such structures are located in flood hazard areas established on Flood Insurance Rate Maps

(c) Application for a permit or approval. To obtain a building permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:

(1) Identify and describe the development to be covered by the permit or approval.

(2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.

(3) Indicate the use and occupancy for which the proposed development is intended.

(4) Be accompanied by a site plan or construction documents as specified in Section 6-87 of this article.

(5) State the valuation of the proposed work.

(6) Be signed by the applicant or the applicant's authorized agent.

(7) Give such other data and information as required by the Floodplain Administrator.

(8) For projects proposing to enclose areas under elevated buildings, include signed Declaration of Land Restriction (Nonconversion Agreement); the agreement shall be recorded on the property deed prior to issuance of the Certificate of Occupancy.

(d) Validity of permit or approval. The issuance of a building permit or approval pursuant to this article shall not be construed to be a permit for, or approval of, any violation of this article, the *Florida Building Codes*, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the Floodplain Administrator from requiring the correction of errors and omissions.

(e) Expiration. A building permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.

(f) Suspension or revocation. The Floodplain Administrator is authorized to suspend or revoke a building permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this article or any other ordinance, regulation or requirement of this community.

(g) Other permits required. Building permits shall require applicants to obtain all applicable state or federal permits before commencement of the permitted development, including but not limited to the following:

(1) The South Florida Water Management District; section 373.036, F.S.

(2) Florida Department of Economic Opportunity, Chapter 380.05 F.S., Areas of Critical State Concern, and Chapter 553, Part IV, F.S., Florida Building Code.

(3) Florida Department of Health for onsite sewage treatment and disposal systems; section 381.0065, F.S. and Chapter 64E-6, F.A.C.

(4) Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; section 161.055, F.S.

(5) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.

(6) U.S. Fish and Wildlife Service and the Florida Game and Fresh Water Fish Commission pertaining to Federally threatened and endangered species or their habitat.

(7) Other Federal permits and approvals.

Sec. 6-86. – Protection of Endangered Species.

(1) Applications with Determination of Unsuitable Habitat. Upon receipt of a building permit application for a property that is determined to be on the SFAMs and the RE list as containing unsuitable habitat, the Floodplain Administrator shall place a letter in the building permit file that indicates:

a. The name of the Village official that made the determination;

b. The date of the determination; and

c. The date of the SFAM and RE list used to make the determination.

Once the determination has been made, the Village may take action on the building permit application without further concern for Federally threatened and endangered species and their habitat.

(2) Species Assessment Guides and Acceptance Form. The Species Assessment Guide for the Village provided by the U.S. Fish and Service (Service), dated December 23, 2011, and any subsequent revisions there to, is hereby declared to be a part of this article. The Species Assessment Guide is on file at the Village Planning and Development Services Department.

a. The Village shall use the Species Assessment Guide to determine whether the applicant for a building permit application must seek technical assistance by the Service. For applications that require such assistance, the Village shall provide copies of the applications to the Service for review on a weekly basis.

b. Based on the Service's technical assistance, Village shall condition the building permit to incorporate the Service’s recommendations to avoid and/or to minimize possible impacts on Federally listed threatened and endangered species and their habitat.

c. The Village shall maintain an Acceptance Form of the Service’s recommendations in the permit file. The Acceptance Form shall be signed by the permit applicant and the building official.

d. The Village shall use the Species Assessment Guides (SAGs) for properties that exist within the boundaries of a completed Habitat Conservation Plan and which are subject to the SFAMs. The Real Estate folio number list which accompanies the SFAMs will be utilized in combination to determine if a development permit application must be provided to the Service for technical assistance in order to meet the full requirements of the Endangered and Threatened sections of this section.

(3) Avoiding Impacts on Federally Listed Species. All proposed development shall meet the conditions attached to building permits in accordance with Section 6-86(2) to avoid possible impacts to Federally threatened and endangered species and their habitat.

Sec. 6-87. – Site plans and construction documents.

(a) Information for development in flood hazard areas. The site plan or construction documents for any development subject to the requirements of this article shall be drawn to scale and shall include, as applicable to the proposed development:

(1) Delineation of flood hazard areas and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.

(2) Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas and Coastal A Zones, new buildings shall be located landward of the reach of mean high tide.

(3) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.

(4) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.

(5) Extent of any proposed alteration of sand dunes or mangrove stands, provided such alteration is approved by the Florida Department of Environmental Protection.

The Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this article but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this article.

(b) Additional analyses. When activities that alter sand dunes or mangrove stands are proposed in coastal high hazard areas (Zone V) and Coastal A Zones, the applicant shall submit an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage. The analysis shall be prepared, signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents.

(c) Submission of additional data. When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the base flood elevations or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

Sec. 6-88. – Inspections.

(a) General. Development for which a building permit or approval is required shall be subject to inspection.

(b) Development other than buildings and structures. The Floodplain Administrator shall inspect all development to determine compliance with the requirements of this article and the conditions of issued building permits or approvals.

(c) Buildings, structures and facilities exempt from the *Florida Building Code*. The Floodplain Administrator shall inspect buildings, structures and facilities exempt from the *Florida Building Code* to determine compliance with the requirements of this article and the conditions of issued building permits or approvals.

(d) Buildings, structures and facilities exempt from the *Florida Building Code*, lowest floor inspection. Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the *Florida Building Code,* or the owner's authorized agent, shall submit to the Floodplain Administrator the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor.

(e) Buildings, structures and facilities exempt from the *Florida Building Code*, final inspection. As part of the final inspection, the owner or owner's authorized agent shall submit to the Floodplain Administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in Section 6-88(d) of this article.

(f) Manufactured homes. The Floodplain Administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this article and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the Floodplain Administrator.

Sec. 6-89. – Variances and appeals.

(a). The Village Council shall hear and decide on requests for appeals and requests for variances from the strict application of this article.

(b) Appeals. The Village Council shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the administration and enforcement of this article. Any person aggrieved by the decision may appeal such decision to the Circuit Court, as provided by Florida Statutes.

(c) Limitations on authority to grant variances. The Village Council shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in Section 6-89(g) of this article, the conditions of issuance set forth in Section 6-89(h) of this article, and the comments and recommendations of the Floodplain Administrator and the Building Official. Variances shall not be granted after-the-fact. The Village Council has the right to attach such conditions as it deems necessary to further the purposes and objectives of this article.

(d) Historic buildings. A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the *Florida Building Code, Existing Building*, Chapter 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the *Florida Building Code*.

(e) Functionally dependent uses. A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this article, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

(f) Certain at-grade accessory structures. A request for a variance is authorized to be heard and decided by the Director of Planning. For the construction or substantial improvement of at-grade accessory structures located in special flood hazard areas (zone A/AE) other than coastal high hazard areas that are larger than the size limits specified in Section 6-92(b), provided the requirements of this section are satisfied, the accessory structures are used only for parking or storage, and the accessory structures:

(1) Represent minimal investment and has low damage potential.

(2) Are one story and not larger than 1,200 square feet in size, and have flood openings in accordance with Section R322.2 of the Florida Building Code, Residential.

(3) Are anchored to resist flotation, collapse or lateral movement resulting from flood loads.

(4) Have flood damage-resistant materials used below the base flood elevation plus one (1) foot.

(5) Have mechanical, plumbing and electrical systems, including plumbing fixtures, elevated to or above the base flood elevation plus one (1) foot.

(g) Considerations for issuance of variances. In reviewing requests for variances, the Village Council shall consider all technical evaluations, all relevant factors, all other applicable provisions of the *Florida Building Code*, this article, and the following:

(1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;

(2) The danger to life and property due to flooding or erosion damage;

(3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;

(4) The importance of the services provided by the proposed development to the community;

(5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;

(6) The compatibility of the proposed development with existing and anticipated development;

(7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;

(8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;

(9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and

(10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

(h) Conditions for issuance of variances. Variances shall be issued only upon:

(1) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this article or the required elevation standards;

(2) Determination by the Village Council that:

a. Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;

b. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and

c. The variance is the minimum necessary, considering the flood hazard, to afford relief;

(3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the Office of the Clerk of the Court in such a manner that it appears in the chain of title of the affected parcel of land; and

(4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the Floodplain Administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as $25 for $100 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property. A copy of the notice shall be recorded by the Floodplain Administrator in the Office of the Clerk of Court and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land. The fee for recording shall be collected at the time of application.

Sec. 6-90. – Violations.

(a) Violations. Any development that is not within the scope of the *Florida Building Code* but that is regulated by this article that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this article, shall be deemed a violation of this article. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this article or the *Florida Building Code* is presumed to be a violation until such time as that documentation is provided.

(b) Authority. For development that is not within the scope of the *Florida Building Code* but that is regulated by this article and that is determined to be a violation, the Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

(c) Unlawful continuance. Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be fined not more than $500, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense.

Sec. 6-91. – Real estate disclosure; flood hazard warning.

All agreements for deed, purchase agreements, leases, or other contracts for sale or exchange of lots within areas of special flood hazard shall carry the following flood hazard warning prominently displayed on the document:

FLOOD HAZARD WARNING
THIS PROPERTY MAY BE SUBJECT TO FLOODING. YOU SHOULD CONTACT THE ISLAMORADA, VILLAGE OF ISLANDS, BUILDING SERVICES DEPARTMENT AND OBTAIN THE LATEST INFORMATION REGARDING FLOOD ELEVATIONS AND RESTRICTIONS ON DEVELOPMENT

BEFORE MAKING USE OF THIS PROPERTY.

Sec. 6-92. – Buildings and structures.

(a) Design and construction of buildings, structures and facilities exempt from the *Florida Building Code*. Pursuant to Section 6-85(b) of this article, buildings, structures, and facilities that are exempt from the *Florida Building Code*, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the *Florida Building Code* that are not walled and roofed buildings shall comply with the requirements of Section 6-94.4 of this article.

(b) Non-elevated accessory structures. Accessory structures are permitted below elevations required by the Florida Building Code provided the accessory structures are used only for parking and storage and:

(1) If located in special flood hazard areas (Zone A/AE) other than coastal high hazard areas, are one-story and not larger than 600 sq. ft. and have flood openings in accordance with Section R322.2 of the Florida Building Code, Residential.

(2) If located in coastal high hazard areas (Zone V/VE), are not located below elevated buildings and are not larger than 100 sq. ft.

(3) Are anchored to resist flotation, collapse or lateral movement resulting from flood loads.

(4) Have flood damage-resistant materials used below the base flood elevation plus one (1) foot.

(5) Have mechanical, plumbing and electrical systems, including plumbing fixtures, elevated to or above the base flood elevation plus one (1) foot.

Sec. 6-93. – Subdivisions.

(a) Minimum requirements. Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

(1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

(2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

(3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

(b) Subdivision plats. Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

(1) Delineation of flood hazard areas and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;

(2) Compliance with the site improvement and utilities requirements of Section 6-94 of this article.

Sec. 6-94. – Site improvements, utilities and limitations.

(a) Minimum requirements. All proposed new development shall be reviewed to determine that:

(1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

(2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

(3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

(b) Sanitary sewage facilities. All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.

(c) Water supply facilities. All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

(d) Limitations on placement of fill. Subject to the limitations of this article, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. Fill shall not adversely impact adjacent properties as specified in Chapter 30, Article VII Environmental Regulations, Division 8 Stormwater Management. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the *Florida Building Code*.

(e) Limitations on sites in coastal high hazard areas (Zone V) and Coastal A Zones. In coastal high hazard areas and Coastal A Zones, alteration of sand dunes and mangrove stands shall be permitted only if such alteration is approved by the Florida Department of

Environmental Protection and only if the engineering analysis required by Section 6-87(b) of this article demonstrates that the proposed alteration will not increase the potential for flood damage. Construction or restoration of dunes under or around elevated buildings and structures shall comply with Section 6-94.4(e) of this article.

Sec. 6-94.1. – Manufactured homes.

(a) General. All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to section 320.8249, F.S., and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this article.

(b) Foundations. All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:

(1) In flood hazard areas (Zone A) other than coastal high hazard areas and Coastal A Zones, are designed in accordance with the applicable foundation requirements of the *Florida Building Code, Residential* Section R322 and this article.

(2) In coastal high hazard areas (Zone V) and Coastal A Zones, are designed in accordance with the applicable foundation requirements of the *Florida Building Code, Residential* Section R322 and this article.

(c) Anchoring. All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

(d) Elevation requirement. All manufactured homes that are placed, replaced, or substantially improved shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.

(e) Enclosures. Enclosed areas below elevated manufactured homes shall comply with the requirements of the *Florida Building Code, Residential* Section R322 for such enclosed areas, as applicable to the flood hazard area.

(f) Utility equipment. Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the *Florida Building Code, Residential* Section R322, as applicable to the flood hazard area.

Sec. 6-94.2. – Recreational vehicles and park trailers.

(a) Temporary placement. Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:

(1) Be on the site for fewer than 180 consecutive days; or

(2) Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

(b) Permanent placement. Recreational vehicles and park trailers that do not meet the limitations in Section 6-94.2(a) of this article for temporary placement shall meet the requirements of Section 6-94.1 of this article for manufactured homes.

Sec. 6-94.3. – Tanks.

(a) Underground tanks. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

(b) Above-ground tanks, not elevated. Above-ground tanks that do not meet the elevation requirements of Section 6-94.3(c) of this article shall:

(1) Be permitted in flood hazard areas (Zone A) other than coastal high hazard areas and Coastal A Zones, provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.

(2) Not be permitted in coastal high hazard areas (Zone V) and Coastal A Zones.

(c) Above-ground tanks, elevated. Above-ground tanks in flood hazard areas shall be elevated to or above the design flood elevation and attached to a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

(d) Tank inlets and vents. Tank inlets, fill openings, outlets and vents shall be:

(1) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and

(2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

Sec. 6-94.4. – Other development.

(a) General requirements for other development. All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this article or the *Florida Building Code*, shall:

(1) Be located and constructed to minimize flood damage;

(2) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;

(3) Be constructed of flood damage-resistant materials; and

(4) Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

(b) Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (Zone V) and Coastal A Zones. In coastal high hazard areas and Coastal A Zones, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses are permitted beneath or adjacent to buildings and structures provided the concrete slabs are designed and constructed to be:

(1) Structurally independent of the foundation system of the building or structure; or

(2) Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and have a maximum slab thickness of not more than four (4) inches.

(c) Decks and patios in coastal high hazard areas (Zone V) and Coastal A Zones. In addition to the requirements of the *Florida Building Code*, in coastal high hazard areas and Coastal A Zones, decks and patios shall be located, designed, and constructed in compliance with the following:

(1) A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the design flood elevation and any supporting members that extend below the design flood elevation shall comply with the foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck.

(2) A deck or patio that is located below the design flood elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure or to adjacent

buildings and structures.

(3) A deck or patio that has a vertical thickness of more than twelve (12) inches or that is constructed with more than the minimum amount of fill necessary for site drainage shall not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to the building or structure or to adjacent buildings and structures.

(4) A deck or patio that has a vertical thickness of twelve (12) inches or less and that is at natural grade or on nonstructural fill material that is similar to and compatible with local soils and is the minimum amount necessary for site drainage may be approved without requiring analysis of the impact on diversion of floodwaters or wave runup and wave reflection.

(d) Other development in coastal high hazard areas (Zone V) and Coastal A Zones. In coastal high hazard areas and Coastal A Zones, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:

(1) Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;

(2) Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and

(3) On-site sewage treatment and disposal systems defined in 64E-6.002, F.A.C., as filled systems or mound systems.

(e) Nonstructural fill in coastal high hazard areas (Zone V) and Coastal A Zones. In coastal high hazard areas and Coastal A Zones:

(1) Minor grading and the placement of minor quantities of nonstructural fill shall be permitted for landscaping and for drainage purposes under and around buildings.

(2) Fill shall not adversely impact nearby properties as specified in Chapter 30, Article VII Environmental Regulations, Division 8 Stormwater Management.

(3) Fill shall not exceed 2 feet above average grade.

(4) Nonstructural fill with finished slopes that are steeper than one unit vertical to five units horizontal shall be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures.

(5) Where authorized by the Florida Department of Environmental Protection or applicable

local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave runup and wave reflection if the scale and location of the dune work is consistent with local beach-dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.

(f) In-ground pools and other in-ground features in coastal high hazard areas (Zone V) and Coastal A Zones. Installations of pools and other features that are in the ground where a small portion of the pool or other feature extends above the pre-construction grade is not in-ground. The placement of nonstructural fill to obscure portions that extend above that grade elevation is not permitted.

SECTION 4. FISCAL IMPACT STATEMENT.
In terms of design, plan application review, construction and inspection of buildings and structures, the cost impact as an overall average is negligible in regard to the local technical amendments because all development has been subject to the requirements of the local floodplain management ordinance adopted for participation in the National Flood Insurance Program. In terms of lower potential for flood damage, there will be continued savings and benefits to consumers.

SECTION 5. APPLICABILITY.
For the purposes of jurisdictional applicability, this ordinance shall apply in Islamorada, Village of Islands. This ordinance shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after the effective date of this ordinance.

SECTION 6. INCLUSION INTO THE CODE OF ORDINANCES.
It is the intent of the Village Council that the provisions of this ordinance shall become and be made a part of the Islamorada, Village of Islands Code of Ordinances, and that the sections of this ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 7. SEVERABILITY.
If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared.

SECTION 8. EFFECTIVE DATE.
This Ordinance shall not be effective until approved pursuant to a final order by DEO, pursuant to Chapter 380.05, Florida Statutes; or if the final order is challenged, until the challenge to the

order is resolved pursuant to Chapter 120, Florida Statutes.

The foregoing Ordinance was offered by David Webb, who moved for its adoption on first reading. This motion was seconded by Joseph B. Pinder III, and upon being put to a vote, the vote was as follows:

Mayor Pete Bacheler	ABSENT
Vice Mayor Henry Rosenthal	YES
Councilman Mark Gregg	NO
Councilman Joseph B. Pinder III	YES
Councilman David Webb	YES

PASSED on the first reading this 25th day of August, 2022.

The foregoing Ordinance was offered by Elizabeth Jolin, who moved for its adoption on second reading. This motion was seconded by Mark Gregg, and upon being put to a vote, the vote was as follows:

Mayor Joseph B. Pinder III	Yes
Vice Mayor Sharon Mahoney	Yes
Councilmember Mark Gregg	Yes
Councilmember Henry Rosenthal	Yes
Councilmember Elizabeth Jolin	Yes

PASSED AND ADOPTED on the second reading this 19th day of January, 2023.

Joseph B. Pinder III, MAYOR

ATTEST:

MARNE McGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS:

JOHN QUICK, INTERIM VILLAGE ATTORNEY

ISLAMORADA INC. 1997 VILLAGE OF ISLANDS
PLANTATION KEY
UPPER MATECUMBE KEY
LOWER MATECUMBE KEY
WINDLEY KEY

Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: January 19, 2023
SUBJECT: **Resolution Approving Agreement for Wastewater SCADA Improvement Project**

Background:
The Village currently has six (6) vacuum collection systems with vacuum pump stations located throughout, pumping a daily average flow of 770,990 gallons. Due to regular daily wear and tear, the systems from time to time go down, which, if not taken care of in a timely manner, can cause hazardous damage. Supervisory Control and Data Acquisition (SCADA) systems are used for controlling, monitoring, and analyzing devices and processes that comprise utility systems. A SCADA system consists of both software and hardware components that enable remote and on-site data gathering. The existing Village wastewater SCADA system does not provide the ability for remote control. Communication loss occurs between the vacuum pump stations and the NPK Transfer Pump Station. Based on the hardware used, the existing SCADA system does not have the ability to cost effectively add remote sites that have a few points of inputs/outputs (I/O).

Analysis:
On October 17,2022, the Village issued a Request for Proposals (RFP) 22-12 with the objective to develop and install a new SCADA system that provides reliable communication, both remote monitoring and control of existing sites, provide for the addition of future sites, and the low-cost addition of sites that have a small quantity of inputs/outputs (“I/O”). The goal is to have a SCADA system that will provide complete system updates in less than two (2) minutes with up to ten (10) sites (to allow for future upgrades), using a common router platform among all sites. Future site additions to the SCADA system (not in this contract) will include approximately 100 sites with a small quantity of I/O, which may be analog and/or discrete. The future sites may communicate data directly to one of the seven (7) sites directly via Wi-Fi or cellular.

On December 20, 2022, the RFP 22-12 Evaluation Committee comprised of Public Works and Wastewater Director Andrew Engelmeyer, Chief Building Official Sheila Denoncourt, Systems Engineer Vince Tarves, and Network Administrator Ramon Navarro met to review the one (1) proposal received. The Committee agreed that the proposal from Star Controls, Inc., in the amount of $457,194.00 was complete and responsive to the bid document. Based on the qualifications of the proposer, the Committee further agreed to recommend to the Village Council the selection of Star Controls, Inc., and that the Village enter into an agreement for services. The attached Resolution would approve the selection of Star Controls, Inc. for the SCADA project.

Budget Impact:
Funds in the amount of $500,000.00 for this project were included in the approved FY 2022-2023 Wastewater Enterprise Fund budget. The proposed expenditure for this project of the new SCADA system by this Resolution would be Four Hundred and Fifty- Seven Thousand, One Hundred and Ninety- Four Dollars ($457,194.00). If the total expenditures in the Wastewater Capital Outlay account in the Capital Projects Fund exceed budget at fiscal year-end, a budget amendment will be presented to the Village Council for approval.

Staff Impact:
There is no staff impact associated with this project.

Recommendation:
It is recommended that the Village Council adopt the attached resolution, thereby approving and authorizing the agreement with Star Controls Inc.

Attachments:
1. Resolution
2. Exhibit "1"
3. Exhibit "A"

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING STAR CONTROLS, INC. TO UPGRADE THE WASTEWATER SCADA IMPROVEMENT PROJECT AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Village built and operates a Village-wide central wastewater system, which includes a vacuum collection system with vacuum pump stations; and

WHEREAS, each vacuum pump station requires a Supervisory Control and Data Acquisition (SCADA) system to monitor the functioning of the pump stations; and

WHEREAS, the existing SCADA system does not provide the ability for remote control communication between the vacuum pump stations and the NPK Transfer Pump Station and cannot be cost effectively upgraded; and

WHEREAS, on October 17, 2022, the Village issued Request for Proposals (RFP) 22-12 to develop and install a new SCADA system that provides reliable communication, both remote monitoring and control of existing sites, provide for the addition of future sites, and the low-cost addition of sites that have a small quantity of inputs/outputs ("I/O"); and

WHEREAS, the Village Manager established an Evaluation Committee (the "Committee") to review responsive proposals and make a recommendation to the Village Council for the selection of a professional to complete the necessary services; and

WHEREAS, one proposal, from Star Controls, Inc., was received in response to RFP 22-12: and

WHEREAS, the Committee reviewed the proposal and recommends entering into an agreement with Star Controls, Inc. for the Services (specifically as set forth in the Agreement) for an amount not to exceed Four Hundred and Fifty- Seven Thousand, One Hundred and Ninety-Four Dollars ($457,194.00) (the "Agreement"); and

WHEREAS, the Village Council finds that approval of the Agreement with Star Controls, Inc. is in the best interest of the Village and its residents.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this Reference.

Section 2. Approval of Agreement. The Village Council hereby approves the Agreement with Star Controls, Inc., attached hereto as Exhibit "1" to complete the Services to upgrade the wastewater SCADA improvement project.

Section 3. Execution of Agreement. The Village Manager is authorized to execute the Agreement with Star Controls, Inc. on behalf of the Village, to execute any required documents to implement the terms and conditions of the Agreement, and to execute any extension and/or amendments to the Agreement, subject to approval as to form and legality by the Village Attorney.

Section 4. Authorization of Fund Expenditures. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is hereby authorized to expend budgeted funds for the Services.

Section 5. **Effective Date**. This Resolution shall become effective immediately upon its adoption.

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B Pinder III	___
Vice Mayor Sharon Mahoney	___
Councilman Mark Gregg	___
Councilwoman Elizabeth Jolin	___
Councilman Henry Rosenthal	___

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

_____
JOSEPH B PINDER III, MAYOR

ATTEST:

_____
MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS:

_____
JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

Exhibit "1" Form of Agreement

AGREEMENT

THIS IS AN AGREEMENT, dated the day of , 2022, between:

ISLAMORADA, VILLAGE OF ISLANDS
a Florida municipal corporation, hereinafter "VILLAGE,"

and

Star Controls Inc.
a for profit corporation, authorized to do business in the State of Florida, hereinafter "CONTRACTOR."

WITNESSETH:

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, VILLAGE and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 The VILLAGE is in need of an independent experienced contractor to upgrade the Village's Supervisory Control and Data Acquisition ("SCADA") System and to develop a reliable system to more effectively and efficiently monitor, control and operate the wastewater systems (the "Services").

1.2 On October 17, 2022, the VILLAGE issued Request for Proposals 22-12 for the Services (the "RFP")

1.3 On December 13, 2022, the VILLAGE received a proposal from CONTRACTOR for the services to design and install a new wastewater SCADA project (the "Services") as expressed in the RFP.

1.4 The evaluation committee ranked the responsive proposals in accordance with the RFP and determined that CONTRACTOR was the highest ranked, responsive and responsible proposer for the Services.

1.5 On January 19, 2022, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted Resolution No. 22-__-__, awarding the RFP to CONTRACTOR and authorizing the Village to negotiate and execute an Agreement with CONTRACTOR for the Services.

1.6 VILLAGE and CONTRACTOR desire to enter into an Agreement for the provision of the Services in accordance with the RFP.

ARTICLE 2
SCOPE OF WORK

2.1 The CONTRACTOR shall furnish all necessary expertise, personnel, tools, materials, equipment and supervision, to perform all of the work described in the Proposal, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A".

2.2 CONTRACTOR hereby represents to VILLAGE, with full knowledge that VILLAGE is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and personnel to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards.

2.4 None of the work or services under this Agreement shall be subcontracted by CONTRACTOR, unless CONTRACTOR obtains prior written consent from the VILLAGE. Approved subcontractors shall be subject to each provision of this Agreement and CONTRACTOR shall be responsible and indemnify the VILLAGE for all subcontractors' acts, errors or omissions.

ARTICLE 3
TIME FOR COMPLETION

3.1 The CONTRACTOR shall commence work as directed by VILLAGE and in accordance with a project timeline to be provided to CONTRACTOR by the VILLAGE. CONTRACTOR shall complete all work in a timely manner in accordance with the project timeline and as stated in Exhibit "A" to this Agreement.

3.2 Anything to the contrary notwithstanding, minor adjustment to the timetable for completion approved by VILLAGE in advance, in writing, will not constitute a delay by CONTRACTOR. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONTRACTOR shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONTRACTOR.

3.3 VILLAGE and CONTRACTOR recognize that time is of the essence with respect to the completion of the Services and Village would suffer financial loss if the Services are not completed within the time specified in the timetable for completion set forth in Exhibit "A" as mention above, subject to adjustments of such timetable as approved by the VILLAGE as provided in the Contract Documents specified in Article 12 hereof. VILLAGE and CONTRACTOR also recognize the expense and difficulties involved in proving with reasonable certainty the actual loss or damage suffered by VILLAGE if the Services are not completed on time. Accordingly, in lieu of requiring any such proof, VILLAGE and CONTRACTOR agree that, as liquidated damages for delays, CONTRACTOR shall pay VILLAGE, in addition to any other damages and/or remedies to which VILLAGE may be entitled, the dollar amount equal to .06 percent (.06%) per day of total Contract Price for each calendar day within the first fifteen (15) days after the final completion date set forth in the timetable where the CONTRACTOR fails to reach final completion in accordance with the Contract Documents. For each calendar day after the first fifteen days following the final completion date provided in the timetable where the CONTRACTOR fails to reach final completion in accordance with the Contract Documents, the VILLAGE shall be entitled to the dollar amount equal to .1 percent (.1%) per day of total Contract Price until the Contractor achieves final completion. Contractor further agrees that the amount of liquidated damages assessed pursuant to this paragraph is reasonable and does not constitute a penalty. Although the parties recognize the difficulty of proving the loss or damage suffered by the VILLAGE due to delay, the CONTRACTOR acknowledges and agrees that the amount of liquidated damages approximate the loss anticipated at the time of execution of this Agreement.

ARTICLE 4
CONTRACT PRICE, GUARANTEES AND WARRANTEES

4.1 The VILLAGE hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with the Proposal attached hereto as Exhibit "A", and as directed by VILLAGE. Prices for work completed by the CONTRACTOR shall be as reflected in Exhibit "A". A total contact price hereto is referred to as "Contract Price" and shall not exceed **Four Hundred Fifty Seven Thousand One Hundred and Ninety Four and 00/100 Dollars ($457,194.00).**

4.2 The VILLAGE will make payments to CONTRACTOR for completed and proper work and in the amounts stated in Exhibit "A" in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.

4.3 The CONTRACTOR shall guarantee all portions of the Project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by VILLAGE.

4.4 The CONTRACTOR shall specify warranty duration and guidelines, inclusions and exclusions for all products.

4.5 The making and acceptance of the final payment shall constitute a waiver of all claims by the CONTRACTOR other than those arising from requirements of the specifications.

4.6 CONTRACTOR is prohibited from placing a lien on the Village's property. This prohibition applies to; inter alia, all sub-CONTRACTORs and subcontractors, suppliers and labors.

ARTICLE 5
CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained all insurance required under this Article and such insurance has been approved by the VILLAGE nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the VILLAGE prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days prior written notice has been given to the VILLAGE. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Financial Ratings of the insurers must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

5.4 Insurance shall be in force during the term of this Agreement. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.

5.5 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are as follows: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

a) Workers' Compensation Insurance – as required by law;

b) Comprehensive General Liability Insurance, including Premises Operation, Products and Completed Operations, Blanket Contractual Liability, Personal Injury Liability, Expanded Definition of Property Damage - $1,000,000 combined single limit;

c) Automobile Liability Insurance - $1,000,000 per occurrence, $1,000,000 per Accident for bodily injury and $1,000,000 per accident for property damage;

d) Pollution Liability - $1,000,000 per Occurrence, $2,000,000 Aggregate.

5.6 The CONTRACTOR shall hold the VILLAGE, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of CONTRACTOR's negligent operations in completing the Project and name the VILLAGE as an additional insured under their policy.

5.7 The VILLAGE reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 6
PROTECTION OF PROPERTY

6.1 At all times during the performance of this Agreement, the CONTRACTOR shall protect the VILLAGE's property and properties adjoining the Project site from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

ARTICLE 7
CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the VILLAGE from and against any and all liability and responsibility in connection with this Agreement and the matters contained herein. The CONTRACTOR further agrees not to sue or seek any money or damages from VILLAGE in connection with this Agreement except with respect to payment for Services rendered with respect to this Agreement.

7.2 The CONTRACTOR agrees to indemnify, defend and hold harmless the VILLAGE, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the VILLAGE or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions with respect to this Agreement.

7.3 If a court of competent jurisdiction holds the VILLAGE liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the VILLAGE may possess. The VILLAGE specifically reserves all rights as against any and all claims that may be brought.

7.4. Nothing in this Agreement shall be deemed or treated as a waiver by the VILLAGE of any immunity to which it is entitled by law, including but not limited to the VILLAGE's sovereign immunity as set forth in Section 768.28, Florida Statutes.

ARTICLE 8
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the VILLAGE's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the VILLAGE and the VILLAGE will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9
PERFORMANCE BOND AND PAYMENT BOND

9.1 Prior to the commencement of any Services provided under this Agreement, CONTRACTOR shall furnish a performance bond and payment bond from a corporate surety having a resident agent in the State of Florida, which is acceptable to the VILLAGE, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of CONTRACTOR'S obligations under the Agreement. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Agreement.

ARTICLE 10
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

10.1 The VILLAGE may request changes that would increase, decrease or otherwise modify the Scope of Services to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the VILLAGE and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT
ESTIMATED PROJECT COMPLETION DATE

10.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement or amendment executed by the parties hereto.

ARTICLE 11
TERM AND TERMINATION

11.1 This Agreement may be terminated by either party for cause, or the VILLAGE for convenience, upon ten (10) days written notice by the VILLAGE to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, the CONTRACTOR shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full Contract Price. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.

This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the VILLAGE. . This Agreement shall continue in effect, except with respect to Article 7, which shall survive the termination of this Agreement, until the completion of the Services by the CONTRACTOR and the acceptance and payment in full of the Contract Price by the VILLAGE,

ARTICLE 12
CONTRACT DOCUMENTS

12.1 CONTRACTOR and VILLAGE hereby agree that the following Contract Documents and Exhibits, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; including CONTRACTOR's Proposal in response to the RFP as set forth and incorporated into this Agreement as Exhibit "A"; and all other exhibits thereto. In the event there is a conflict between the terms of the RFP, CONTRACTOR'S Proposal, and this Agreement, the terms of this Agreement shall prevail.

ARTICLE 13
MISCELLANEOUS

13.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

13.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of VILLAGE. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires VILLAGE approval. However, this Agreement shall run to the VILLAGE and its successors and assigns.

13.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by VILLAGE and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by VILLAGE of any fees or expenses based upon such entries.

13.4 Public Records. VILLAGE is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONTRACTOR is acting on behalf of VILLAGE pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this Agreement;

b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

d. Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-664-6412, Clerk@islamorada.fl.us, or by mail: Village Clerk, 868800 Overseas Highway, Islamorada, FL 33036.

13.5 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of VILLAGE.

13.6 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for

CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Contract Price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

13.7 E-Verify. CONTRACTOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

13.8 Scrutinized Companies.

a. CONTRACTOR certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, CONTRACTOR certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if CONTRACTOR , its affiliates, or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, its affiliates, or its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

13.9 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the VILLAGE designate the following as the respective places for giving of notice:

VILLAGE: Village Manager
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

Copy To: Village Attorney
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

CONTRACTOR: Tzvi Magril
Star Controls, Inc.
11555 Heron Bay Blvd., Suite 200
Coral Springs, FL 33076

13.10 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13.11 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

13.12 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

13.13 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

13.14 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

13.15 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Sixteenth Judicial Circuit Court in and for Monroe County.

13.16 Extent of Agreement. This Agreement together with Contract Documents and Exhibits, attached hereto, as amended herein above represents the entire and integrated agreement between the VILLAGE and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

13.17 Waiver. Failure of the VILLAGE to insist upon strict performance of any provision or condition of this Agreement, or to execute any right herein contained, shall not be construed as

a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

ARTICLE 14

CONTRACT PROVISIONS AND REQUIRED FORMS FOR SUBMITTAL

14.1 The Services provided under this Agreement are expected to be funded in full or in part by a federal grant. Neither the United States nor any of its departments, agencies or employees is or will be a party to this Agreement.

The contract provisions, Federal contract provisions and FEMA contract provision listed below and provided on the following pages were made part of the RFP for the Services and are made a part of this Agreement. The CONTRACTOR is required complete and sign the three documents noted as requiring signature.

Contract Provisions

1. REMEDIES
2. TERMINATION FOR CAUSE AND CONVENIENCE
3. EQUAL EMPLOYMENT OPPORTUNITY/NOTICE OF AFFIRMATIVE ACTION
4. DAVIS BACON ACT
5. COPELAND ANTI-KICKBACK ACT
6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT
8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
9. DEBARMENT AND SUSPENSION - *Requires signature and submittal with proposal*
10. BYRD ANTI-LOBBYING AMENDMENT - *Requires signature and submittal with proposal*
11. PROCUREMENT OF RECOVERED MATERIALS
12. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS
13. RETENTION OF RECORDS

Additional Contract Terms for Federal and FEMA-funded Projects – Combined into one document - *Requires signature and submittal with proposal*

ACCESS TO RECORDS

CHANGES/MODIFICATIONS

NON-USE OF OFFICIAL SEAL, LOGO AND FLAGS

COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

NOT OBLIGATION BY THE FEDERAL GOVERNMENT

PROGRAM FRAUD AND FALSE/FRAUDULENT STATEMENTS OR RELATED ACTS

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same, and by CONTRACTOR, by and through its _____, duly authorized officer to execute same.

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: _____
Ted Yates, Village Manager

AUTHENTICATION:

_____
Marne McGrath, Village Clerk

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, ONLY

_____
Interim Village Attorney

CONTRACTOR

WITNESSES:

_____ By:_____

_____ Print Name:_____

Title:_____

Date:_____

ATTEST:

_____

SECRETARY

STATE OF FLORIDA)
COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023 by _____ (name of person making the statement) as _____ (title) of _____ (company name), who __ is personally known to me or __ has provided Florida Driver's License as identification.

_____

NOTARY PUBLIC

My Commission Expires:

See attached document for Exhibit “A”

Response to
Islamorada, Village of Islands, Florida
RFP 22-12
WASTEWATER SCADA IMPROVEMENT PROJECT

Submitted: December 13, 2022

To: Islamorada, Village of Islands
Attn: Village Clerk
86800 Overseas Highway
Islamorada, Florida 33036

Responding firm: Star Controls Inc.
11555 Heron Bay Blvd, Suite 200
Coral Springs, FL 33076
Phone: (954) 604-6656

Contact: Tzvi Magril
(954) 288-7954
tmagril@star-controls.com
www.star-controls.com

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1 - Cover Letter and Executive Summary

Letter of Transmittal

Ms. Mary Swaney
Procurement and Grants Administrator
86800 Overseas Highway
Islamorada, FL 33036

Dear Ms. Swaney,

Star Controls, Inc. is a trusted provider of SCADA, IIoT and Communication solutions for Water, Wastewater, and Stormwater applications. Star controls has completed with great success similar SCADA projects. We are pleased to present the Islamorada, Village of Islands, a proposal in response to RFP 22-12, for WASTEWATER SCADA IMPROVEMENT PROJECT. We trust that this proposal illustrates that we are the most suitable vendor for this RFP's requirements.
Star Controls' proposal is COMPLETE, and includes all the required Software, Hardware and Services.
Our professional staff is highly qualified and ready to see this project from beginning to end. From Survey and Detailed Design to Implementation, while building the Islamorada's staff confidence and self-sufficiency, Star Controls will lead the project to successful on-time completion. Our experience combined with the methodology that we developed will improve the existing SCADA system short cycle. Delivered by our subject matter experts in these fields, with decades of experience and demonstrated field-tested of similar systems, our solutions present unparalleled capabilities in every aspect, Performance, Availability, Resiliency, User Friendly, Cyber Security, Maintainability and Longevity. Tens of Floridian, Nationwide and global customers are living evidence to our skills and commitment.
Our solutions are based on best-of-breed products and technologies. Star Controls engineers and developers gained the highest industry's recognition and certification and is considered as the most advanced global integrator. Above that, Star Controls has developed strong relationships with these leading vendors, where both parties benefit from it. Sar Controls has the privilege of unique access to vendors' resources and products.
We have read the RFP document and addendums and we are fully prepared, qualified, and committed to perform the work prescribed within the anticipated time period. We are confident that Star Controls will perform while securing operations and business continuity at any given time. By the end of the process Star Controls plan to exceed the goals of this RFP in the most cost effective. After commission, Star Controls will constantly educate and support the Islamorada's personnel for years after.
Through a phase-based approach Star Controls will fix pressing issues, such as wireless communications, and regain the trust of the Islamorada personnel in the SCADA system. This will be accomplished in a very short cycle.

As a SE Florida based, we are also perfectly positioned to offer the Islamorada continual pre and post project support, with office and support locations in Coral springs, Boynton Beach, and West Palm beach.
Lastly, we really enjoy what we are doing, and are excited with the opportunity to partner with Islamorada in this project and beyond.

Sincerely,

Tzvi Magril
Star Controls Inc.
(954) 288-7954
tmagril@star-controls.com

Executive Summary

The Star Controls professional staff have read all the documents and have prepared a comprehensive solution and execution plan which is presented in this document.

Star controls as a company, and its staff, possess all the required Technical Skills, experience, and resources to successfully execute and complete this project.

Our Technical services

- In-depth knowledge of Scada
- Knowledge of SCADA development standards and methodologies
- Rich Experience in creating SCADA HMIs, specifically in the Strom Water, Water and Wastewater environments.
- Leading role in SCADA networks. Pioneering in the use of cellular networks for SCADA
- Pioneering in Cyber Security for SCADA. Star Controls include the ONLY Cyber Secured RTU available in the market.
- Experts in wireless communications and networks.
- Unparalleled LOCAL support
- Comprehensive customer training.

Star Controls' staff excels in the aforementioned skills and using these skills we are prepared to provide the most effective and user-friendly SCADA solution. Our solution will enable the city staff to fully operate the updated new system in the simplest yet most modern way. Star controls will provide continued support for the post project and will always be at the city's staff call for immediate and continuous support.

The proposal outlines our key areas of focus, and methodologies of planning, execution, and quality control procedures we will use to ensure successful project delivery.

Our guiding principles for this project are:

- Complete cooperation and coordination with the customer and current SCADA users
- Careful study of the current system and user experiences
- Planning of the migration policy with no downtime, allowing parallel system operation
- Suggesting dos and don'ts from other successful installations
- Factory Acceptance Test is included before installation, to allow user interaction and confidence building.
- Prompt and complete submittal process
- Creating a flexible and reliable system
- Comprehensive Training
- Timely management and project completion.

Our pricing includes all required software, hardware, and services, as specified in the bid document, which includes:

- New SCADA Software – VTScada (www.vtscada.com). The most advanced SCADA for the Water Utilities, and the most common in use in Florida and Nationwide.
- New Hardware on site. Replacement or additional to the existing PLCs.
- New Computer for the SCADA
- Cyber Security

Any new product selected, hardware or software, will be based on reliability, ease of use, and cost effectiveness.

2 – Project Management Experience/Project Examples

Narrative and description of the proposed effort

After careful examination of the project requirements documents, the Star Controls professional engineering staff have produced the following detailed proposal and approach for successful completion of this project.

Required Technical Skills:

An essential element in the delivery of a successful project and deliverables is the assessment of the required technical skills for the project. For this project, our team has assessed the following technical skills requirements:

- Rich Experience in creating SCADA for Water and Wastewater environments.
- Vast experience in the design of SCADA system, where all aspects are taken into consideration – User-Friendliness, High-Availability, Resiliency, Cyber Security, and simplicity of operation and maintenance
- In-depth understanding of the various chemical processes and pumping operation logic requirements
- Comprehensive knowledge of the leading Scada systems
- Comprehensive knowledge of SCADA Cyber Security.
- Understanding of the various SCADA Communication Networks. Includes secured cellular networks.
- Excellent Knowledge of RF and Radio systems

Required Administrative Skills:

Equally important as the technical skills are the administrative / project skills. For this project, our team has assessed the following administrative skills requirements:

- Experience in SCADA methodology
  Creating the proper Migration sequence and policy is the key to the success of the new system application. Correct migration policies minimize or eliminate down time and speed up new system integration.
- Clear Communication among stakeholders.

- Excellent Project Management methodology
  Project management must ensure first complete project progress transparency, synchronized customer and vendor expectations, and adherence to prompt and timely deliverables.

The guiding principles for this project are:

In addition to skills, the entire project approach and execution should be guided by the following core principle:

- Complete cooperation and coordination with the customer and current SCADA users
- Careful study of the current system and user experiences
- Planning of the migration policy with minimum downtime, allowing parallel system operation
- Leveraging and suggesting Dos *and Don'ts* from other successful installations
- Applying a small subset of the system early, to allow user interaction and confidence building.
- Prompt and complete submittal process
- Creating a flexible and reliable system
- Training, training, and more training.
- Timely management and project completion.

Experience

Our team has successfully completed projects such as this one before. Our team has done similar projects in Florida, in other states, and even in other countries. The **wealth of experience** we have gathered from previous projects complements all our other skills and ensures that the solution we present is based on real-life, field and time tested and proven technologies and methodologies.

Fast-Track User Experience and participation

We emphasize **early customer experience enhancement**. While the project may take 12-15 months to complete, city staff will experience many system enhancements very quickly in the early-stage phase II and perhaps in late phase of stage I. This approach affords these benefits, among others:

- City staff “buy-in” into the new system, as they are exposed to its development and provide beneficial input to its usability in the early stages of the development.
- Better Training results and self-sufficiency. City staff will have some experience with the new system before the official training. This ensures better training results and a more educated and self-maintained city operators and staff

Qualifications of Proposing Firm.

Star Controls was founded by global experts from the SCADA, Industrial IoT (IIoT) and Communications, bringing the combined experience of more than 100 years. The company is a trusted advisor, integrator, and a provider of software for real time applications. The team includes global leaders with extensive experience that brings knowledge and complete understanding of the customer's environment. Each of the individuals are recognized as Subject Matter Experts (SME) in his/her field. Star Controls has successfully implemented various projects nationwide and worldwide in the Water and Electric Utilities, Oil & Gas and Public Safety markets. Some of the solutions are part of the Smart City and Smart Grid initiatives.

Star Controls has developed close relationships with our customers and partners and gained their trust. In many cases Star Controls is the practical Trusted Advisor, which the customer can count on for any operational or commercial decision.

Star Controls offers different services, from trusted advisory, design, implementation, knowledge transfer, support, and managed services. The company utilizes project management methods, which empower the team to deal with substantial projects. We have partnered with large engineering firms, such as Miya-Water, as part of their larger solutions. This expanded the company's experience to the integration with NRW (Non-Revenue Water), CRM, GIS, Security, and other large complex projects.

Star Controls is certified for most common products (software and hardware), such as Motorola Solutions, Rockwell Automation, Schneider Electric, Wonderware/Aveva, GE iFix, Trihedral VTScada and many more. The team has vast experience in Cyber Security and Wide Area Networks. As the highest qualified integrator, our team members are dispatched by vendors to fix systems where others have failed. The company has the privilege to access the Vendors' Product Engineering, for support, as well as feedback from the field. Star Controls is qualified by the vendors to test Beta version of new products before the formal releases.

The system's longevity, ease of use and predictable performance are among our highest professional objectives. Our main success is with cost reduction combined with improving performance of existing systems, with substantial cost saving in Capital and Operational expenditure. Through our "Holistic" approach of the entire operations, we truly understand our customers' operations, and understand their real needs. Our customers position us not just as a vendor, but rather as trusted advisor and partner for long term relationships. Our relationships with our customers have continued for many years, addressing on-going needs analysis, advisory and delivery through unparalleled commitment. We are very proud of our Knowledge Transfer programs, paving the road for the customer's self-sufficiency. All our customers are referenceable.

Some of our customers include:

- St. Johns County, FL - Water Utility; 240 Sites
- Pinellas County, FL - Water Utility; 320 Sites
- Martin County, FL – Water Utility, 370 Sites
- City of Orlando, FL – Water Utility, 190 Sites
- City of Tampa, FL – Water Utility; 250 Sites
- Honolulu Board of Water, HI – Water Utility; 350 Sites
- City of Ormond Beach, FL – Water Utility; 85 Sites
- Jamaica Water Company (NWC) - Water Utility; 25 Sites
- Bahamas Water Company (BWSC) – Water Utility; 12 Sites
- Orange County, FL - Water Utility; 400 Sites
- Mount Pleasant Water, SC – Water Utility; 180 Sites
- City of Deerfield Beach, FL – Water Utility, 72 Sites
- City of Coconut Creeks, FL – Water Utility, 67 Sites
- City of Weston, FL – Flood/Storm Water; 13 Sites
- Plantation Acers Drainage District, FL – Flood/Storm Water; 6 Sites
- SFWMD, FL - Flood/Storm Water; 500 Sites
- SJRWMD, FL – Flood/Storm Water; 12 Sites
- Palm Beach School District, FL – Public Safety, 300 Sites
- University of Michigan, MI – Public Safety; xxx Sites
- NYPD/NYCT, NYC, NY – Public Safety; 400 Sites
- Detroit Edison, MI – Electric Utility; 1,100 Sites

Our services include:

Design, Development, and Integration Services

The Star Team has experience in the design and installation of many varieties of SCADA systems and products. Each customer has unique requirements and circumstances, and Islamorada is no exception. Through our numerous previous accomplishments with and experience with many other customers, we have come to deeply understand the customer's SCADA needs.

Complete System Design and Integration

Our expertise in the SCADA field, with a special devotion to the Water Industry, allows us to provide complete turn-key solutions, as well as stand-alone design, studies, and software and hardware integration activities.

SCADA is not just a technology, but rather a game changer in the organization. Our design takes into consideration various aspects that are important to the integration of the SCADA system into the organization. It includes seamless fit into existing Operations, best-in-class User's Experience (i.e. simple to use, yet comprehensive) while the entire system is fully Cyber Secured (i.e. using the most advanced hardware and software for Cyber Security).

Our SCADA solutions leverage State-of-the-Art technologies, products, and expertise to accomplish High Availability, Resiliency, Longevity and are Cyber Secured. All our SCADA systems are designed to be open to accommodate future technologies (e.g. Next Generation Wireless Networks, Smart Sensors, and Smart Field Devices), so the system can be upgraded without major cost.

Design Principles

Open Architecture – the system is based on open architecture at the field and the control center. At the field, the system is open to accommodate new instrumentation and control technologies that will be introduced to infrastructure.

Data Integrity and Maintainability – one of the main challenges of every SCADA system is the trust that the organization has in the system (i.e. reliability and integrity of the information), and the efforts to keep the system in production. Through years of experience, we have developed several software modules and applications, mainly at the RTU level, which will improve the data integrity and maintainability of the system. Following are a few examples:

RTU Historical Event Logging – no lost data and excellent data audit capabilities.

Contention Reporting – maximize efficiency of radio channel, increase availability, and improve reliability. The system will utilize efficient Contention messages to significantly increase the responsiveness and efficiency of the communication channel.

Local automation – eliminate dependencies on communication system

Advanced diagnostics – We have developed diagnostics software that monitors operational and communications events at the RTU. The information allows City personnel to troubleshoot the system and analyze the Root Cause in local process or communications in no time. This increases system availability, while reducing maintenance costs substantially.

Business Continuity – Throughout the project, we will utilize project management techniques and system technology to make sure that the migration from the old to the new system will be smooth with limited down-time. This will be in close collaboration with the City's personnel.

Scalability - The system can be expanded and scaled to support other infrastructure, such additional sites, without major changes to the system.

Partnership – no, this is not a technical feature or capability, but our most important "secret asset." We enjoy doing business and partnering with our customers. We TRULY UNDERSTAND the customer's needs and are always open to addressing them. As part of our partnership with our customers we keep transferring knowledge to increase his/her self-sufficiency and confidence in the SCADA system.

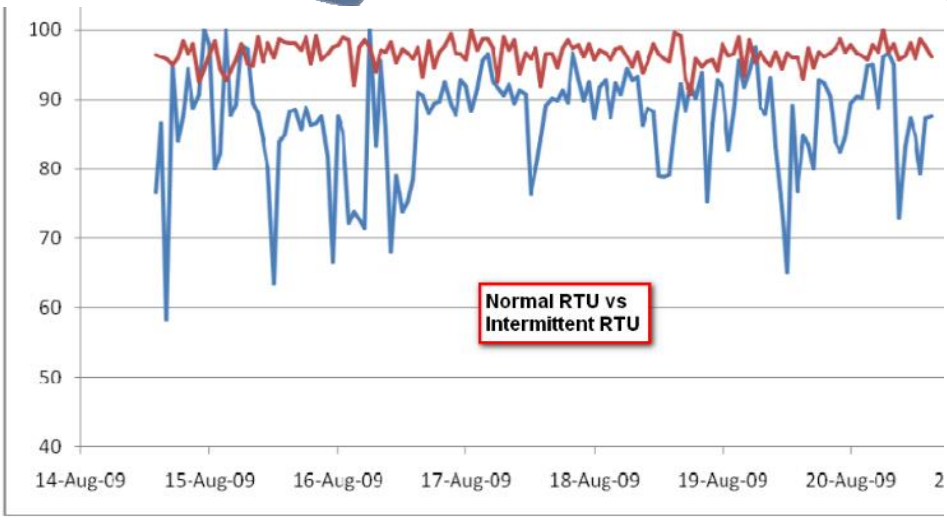
New RTUs installation Services

This core service includes RTU indoor/outdoor installations the complete installation covers all civil, mechanical, software, and electrical aspects. Full details are discussed further in this document.

WAN/RADIO Communication Design and Construction

The Star Team excels in this field. As former Motorola Inc. Engineers, much of the team has earned years of experience in radio and antenna systems.

Star antenna / Radio installation included a careful selection of antenna design and placement, grounding, coax cable run and termination, and radio calibration and programming.



Star uses several quality checks to ensure solid RF performance

- Perfect Antenna alignment
- Double Pole Fastening (as needed)
- Coax (Arial) cable break/leak detection
- Power Output and reflected power measurements
- Optimal Radio parameters configuration
- Solid Grounding and components placement.
- RTU RF Packets test (we use toolbox software to test the quality of communications between the RTU and all the assigned local IP Gateways.

Project Management

As experienced professionals in the SCADA and instrumentation business, we have tried to compile into our strategy and day-to-day operations the best methods and rationales for completing successful projects and maintaining satisfied customers.

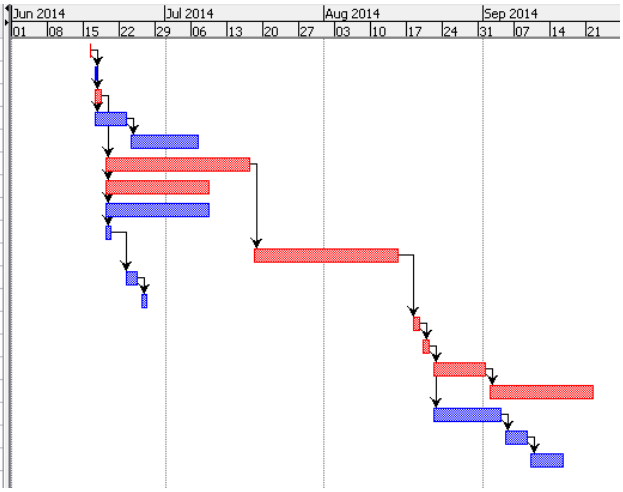
We utilize most modern Project Management and quality methodologies and technologies, to guarantee on-time completion while complying with, and in many cases exceeding, the system's specifications.

The project manager will be dedicated to this project from kickoff to signoff and will coordinate closely with the City staff all issues of planning, permits, installations, commissioning, and training.

Examples:

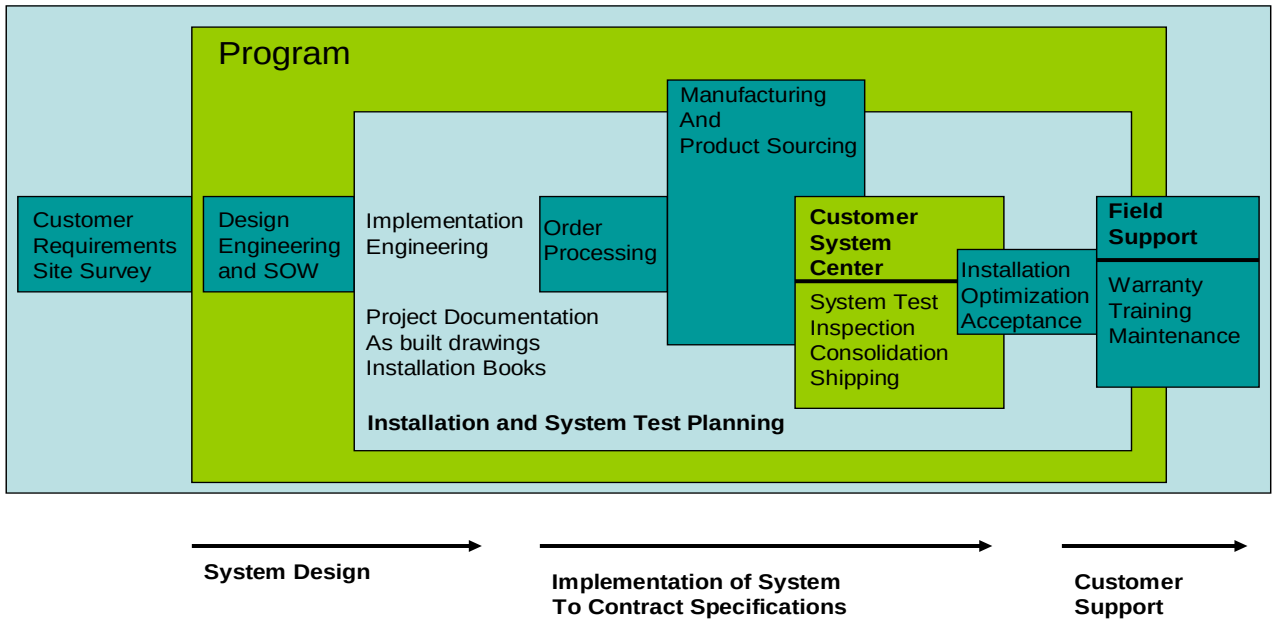
Task	Description	Days	Start	Finish
0	Notice to Proceed	1	16-Jun-18	16-Jun-18
1	Kickoff meeting and Planning Discussion	1	17-Jun-18	17-Jun-18
2	Phase I sites Inspection	2	17-Jun-18	18-Jun-18
3	RF and Path Study	5	17-Jun-18	23-Jun-18
4	FCC and Radio Tower Planning	10	24-Jun-18	7-Jul-18
5	Order Equipment	21	19-Jun-18	17-Jul-18
6	RTU Application Development - Phase I Motorola RTUs	15	19-Jun-18	9-Jul-18
7	SCADA screen Development - Phase I Motorola RTUs	15	19-Jun-18	9-Jul-18
8	Plan IT Activities with IT department	2	19-Jun-18	20-Jun-18
9	Fabricate Panels	21	18-Jul-18	15-Aug-18
10	Install Servers, workstations, SCADA	3	23-Jun-18	25-Jun-18
11	Install FIU and Master Radio	2	26-Jun-18	27-Jun-18
12	Witnessed Test of 1st Station	2	18-Aug-18	19-Aug-18
13	Install and test 1st RTU replacement	2	20-Aug-18	21-Aug-18
14	Burn-In Test	7	22-Aug-18	1-Sep-18
15	Proceed with Other RTUs	15	2-Sep-18	22-Sep-18
16	Documentation and As-Builts	10	22-Aug-18	4-Sep-18
17	Official Training	3	5-Sep-18	9-Sep-18
18	System Acceptance	5	10-Sep-18	16-Sep-18

	Name	Duration	Start	Finish
1	Notice To Proceed	1 day	6/16/14 ...	6/16/14...
2	Kickoff meeting and Planning Discussion	1 day?	6/17/14 ...	6/17/14...
3	Phase I sites Inspection	2 days	6/17/14 ...	6/18/14...
4	RF and Path Study	5 days	6/17/14 ...	6/23/14...
5	FCC and Radio Tower Planning	10 days	6/24/14 ...	7/7/14 ...
6	Order Equipment	21 days	6/19/14 ...	7/17/14...
7	RTU Application Development - Phase I Motorola RTUs	15 days	6/19/14 ...	7/9/14 ...
8	VTSCADA screen Development - Phase I Motorola RTUs	15 days	6/19/14 ...	7/9/14 ...
9	Plan IT Activities with Town IT department	2 days	6/19/14 ...	6/20/14...
10	Fabricate Panels	21 days	7/18/14 ...	8/15/14...
11	Install Servers, workstations, VTSCADA	3 days	6/23/14 ...	6/25/14...
12	Install FIU	2 days	6/26/14 ...	6/27/14...
13	Witnessed Test of 1st Station	2 days	8/18/14 ...	8/19/14...
14	Install and test 1st RTU replacement	2 days	8/20/14 ...	8/21/14...
15	Burn-In Test	7 days	8/22/14 ...	9/1/14 ...
16	Proceed with Other RTUs	15 days	9/2/14 8...	9/22/14...
17	Documentation and As-Builts	10 days	8/22/14 ...	9/4/14 ...
18	Official Training	3 days	9/5/14 8...	9/9/14 ...
19	System Acceptance	5 days	9/10/14 ...	9/16/14...



Process Flow Diagrams

The sample diagram illustrates tasks typically and generally involved in the system integration process, and a graphical work schedule – one of the tools used by Star Controls for project task/time management.



Cooperation and Coordination with Staff

All our clients, with minor exceptions, are local or state-level government entities. We are thoroughly experienced with all administrative and legal requirements and procedures involving all aspects of such a project.

Surveys and Related services

As we have been working with Water Utilities and State Agencies (e.g. SFWMD and SJRWMD) for many years, and we are highly familiar with all the requirements and tasks required to professionally survey and gauge proper elevations for any of the sites involved with this project.

Implementation / Installation / Execution

The project implementation phase is conducted in an efficient, supervised manner with our PM on-site during all project implementation milestones. The RTU/Device and associated equipment and apparatuses are removed/installed/retrofit precisely per the SOW and standards, with appropriate mechanical and electrical considerations. All software components are configured, calibrated, and tested.

Witnessed Factory Test

To ensure complete customer satisfaction and minimize downtime, we offer the customer a chance to view the entire system in a “dry-run” Lab setting before any installation activities take place. During this event, the customer may view and test a simulation of how the real system will operate and behave.

System Acceptance Plan:

Star staff develop, and the CITY's staff approve a complete Site Acceptance Plan (SAT) to be conducted jointly by the Star's Engineer and the CITY's representative. During the Site Acceptance Plan all installation items are inspected for proper installation and operation. All data items (values, statuses) are checked for proper calibration and reporting to the new SCADA system. This process guarantees the system a properly installed, fully operational site.

Final Deliverables

In addition to the previous work items and deliverables, Star delivers a final set of documents to establish proper project completion:

- Project Summary and digital photographs.
- Communication logbook (project-related communications with various staff).
- Completed and signed SAT, and Quality Control checklist
- Complete set of updated drawings.
- Complete Equipment Inventory (with asset items and serial numbers).
- Manuals and warranty documents for all items (as available).

Commissioning and Documentation

Documentation is essential for project continuity, organization, and troubleshooting. Star excels in providing comprehensive, clear, and concise project documentation, from itemized quotes to project management charts, to AutoCAD drawings and site manuals. Our complete documentation services include:

Number of local office(s), technical support staff and availability

We have offices in Coral Springs, West Palm Beach, and Lakeland, FL.
Our offices are staffed to provide full support to our customers based on our support program (included this document)

List of software and Product Certifications

Star Controls has several industry and vendors' certificates including proficiency in several SCADA and RTU products

GE Digital

Schneider Electric

Rockwell Automation

MOTOROLA SOLUTIONS

Similar Projects Completed

Customer: City of Tampa

System Description

The city of Tampa (FL) has a SCADA system that monitors and controls hundreds of Water and Wastewater Treatment Plants and Lift Stations.
The system uses different generations of RTUs. The original wireless network is based on Motorola narrowband radios.
For many years, the County has kept using advanced technologies to increase the system's availability, resiliency, and usability.

Services and products that Star Controls provided

Since its inception Star Controls has provided the City of Tampa with different products and services.

- Upgrade the SCADA system.
- Improved software application for existing sites.
- Ongoing sites rehabilitation and expansions.
- Ongoing support

Star Controls also acts as a trusted advisor, on improvements, introduction of new technologies, as well as design and implementation of these initiatives.

Testimonial

"Star Controls has gained our trust and confidence, through years of relationships. The team at Star Controls is always available for us."
"Star Controls is our trusted SCADA advisor. Star Controls proactively recommend us to improve the performance, resiliency, availability, and maintainability of the SCADA system. Star Controls constantly helps us to improve the performance and resiliency of the SCADA system."
Javier Moreno - Instrumentation and Control Specialist, Wastewater Department,

CITY OF ORLANDO

Customer: City of Orlando

System Description

The City of Orlando has a SCADA system that monitors and controls its 220+ Lift Stations, which are part of the City's Wastewater Collection system.
The system uses different generations of the Motorola RTUs (MOSCAD and ACE3600), and wireless networks. The original wireless network is based on Motorola narrowband radios. The city introduced cellular networks to gain from higher speed and good coverage, while keeping the radio network as backup.
For many years, the City of Orlando has kept using advanced technologies to increase the system's availability, resiliency, and usability.

Services and products that Star Controls provided

Since its inception Star Controls has provided the City of Orlando with different products and services. Star Controls was qualified by the city as the main provider of services and services for its SCADA.
Here are the products and Services that Star Controls provided:

- Software for the RTUs.
    - Star Controls' StaRTU simplifies the application software and improves its maintainability. It also provides powerful troubleshooting and diagnostics tools.
- fast-paced migration of old RTUs to New Cyber Secured RTUs
- Assist with the Migration to Cellular
- Annual Support
- Ongoing projects

Star controls delivered multiple projects involving upgrading of existing SCADA and field hardware, as well as advanced programming, and RTU software upgrade, using different types of radio and LAN/WAN communications.
Star Controls also acts as a trusted advisor, on improvements, introduction of new technologies, as well as design and implementation of these initiatives.

Testimonial

"Star Controls has gained our trust and confidence, through many years of strong relationships. Star Controls provided the City of Orlando with different software products as well as services, which help our team to accomplish High-Availability of our SCADA system, and constantly improve its performance and resiliency. Our team members know that Star Controls is available whenever they need it."
Guy Mecabe - Industrial Automation Manager, IA Group, Water Reclamation Division

Customer: Jamaica NWC

System Description

The Jamaica National Water Commission (NWC) supplies 190 million gallons of potable water a day to its about two million people across Jamaica. Steady growth in the industrial sector has led to new residential communities in St. Andrew, St. Catherine, and other parishes across Jamaica. As a result, demand for potable water began to overmatch the nation's simple PLC-based monitoring and control system. In mid-2017, Star Controls was tasked to implement a full Supervisory Control and Data Acquisition (SCADA) system that would eliminate the need for operators to travel to each site to ensure readings and visually inspect equipment. The initial project, commissioned in 2018, uses VTScada software to monitor Motorola ACE3600 units at 19 remote sites. The Commission keeps expanding the SCADA systems to other areas, including its Wastewater collection sites. The Commission plans to significantly expand the system in the near future.

Services and products that Star Controls provided

Star Controls supported NWC from the very early stage of needs analysis, through conceptual design, detailed design, implementation, commissioning, training, and ongoing support.
Star Controls covered every aspect of the SCADA system, including software, hardware, instrumentation, wireless network, training, and integration with hydrology modeling for NRW.
The system is running on redundant servers at two remote locations. Up to the second synchronization of historical, alarm, and configuration data provides a complete off-site disaster backup of the application and history. VTScada's driver Multiplexer tag also allows the application to seamlessly failover to redundant Motorola ACE3600 units at each remote site.

Testimonial

"Prior to having SCADA system, crew members had to go site to site to ensure readings and to visually inspect if there was flow of water at sites that reported issues. Failure of equipment was noticed just when there was a complaint about the quality of the water supply.
Star Controls has been instrumental in the process of having in place the most advanced and reliable SCADA system. The SCADA system is also playing a key role in feeding our advanced Non-Revenue-Water (NRW) Hydrology system. The NRW system is part of a nationwide effort to reduce the water losses and improve the quality of service.
We are looking forward to continuing working with Star Controls to improve our operations."
Jeremy Wilson - Engineering and Capital Projects

Customer: Pinellas County (FL)

System Description

Pinellas County (FL) has a SCADA system that monitors and controls more than 320 Lift Stations, which are part of the County's Wastewater Collection system.
The system is using different generations of the RTUs and wireless networks. The original wireless network is based on Motorola narrowband radios. They migrated their network cellular, to gain higher speed and good coverage.
For many years, the County has kept using advanced technologies to increase the system's availability, resiliency, and usability.

Services and products that Star Controls provided

Since its inception Star Controls has provided Pinellas County with various products and services. Star Controls was qualified by the County as the main provider of services for its SCADA.
Here are the products and Services that Star Controls provided:

- Led the Migration to Cellular
- Software for the RTUs.
    - Star Controls' StaRTU simplifies the application software and improves its maintainability. It also provides powerful troubleshooting and diagnostics tools.
    - Star Controls' WaterWorks for Pumps Control was adopted by the County.
- Migration of old RTUs to New Cyber Secured RTUs
- Ongoing projects

Star controls delivered multiple projects involving upgrading of existing SCADA and field hardware, as well as advanced programming, and RTU software upgrade.
Star Controls also acts as a trusted advisor, on improvements, introduction of new technologies, as well as design and implementation of these initiatives.

Testimonial

"Star Controls has gained our trust and confidence, through years of relationships. Star Controls provided the Pinellas County with different software products as well as services, which have helped to increase the Availability and Maintainability of our SCADA system. Star Controls constantly help us to improve the performance and resiliency of the SCADA system. The team at Star Controls is always available for us."
Edward Atchison - SCADA and Security Systems Manager, Pinellas County Utilities

Customer: Bahamas WSC

System Description

The Bahamas Water and Sewage Corporation (BWSC) uses the SCADA system to monitor and control the mission critical sites of its water supply pumping stations in Nassau. The SCADA system started originally in 2006, for a single site, and was expanded to cover the entire pumping sites.

The SCADA system is also the cornerstone of the BWSC's Non-Revenue Water (NRW) system, which reduced the water losses. The system is used intensively by the BWSC, for real-time operations & maintenance. The system is also used by the engineering firm that is in charge of the NRW system.

Services and products that Star Controls provided

Star Controls supported BWSC from the very early stage of needs analysis, through conceptual design, detailed design, implementation, commissioning, training, and ongoing support.

Star Controls covered every aspect of the SCADA system, including software, hardware, instrumentation, wireless network, training, and integration with the hydrology modeling for NRW.

The SCADA system was upgraded several times to accommodate different needs, including the integration with smart devices and improve its resiliency. The SCADA system is using two wireless networks in redundancy, one is private radio and the other is cellular. The SCADA system has demonstrated high availability during years of operations.

Testimonial

"Star Controls has been instrumental in the processes to have in place the most advanced and reliable SCADA system. The SCADA system is also playing a major role in feeding our advanced Non-Revenue-Water (NRW) Hydrology system. The NRW system is part of a nationwide effort to reduce the water losses and improve the quality of service.

Star Controls has gained our trust and confidence through years of relationships. We are looking forward to continuing working with Star Controls to improve our operations."

Erno Bowe - Technical Operations Manager (Department Head Water Supply / System Control / Water Quality Unit New Providence Operations Water and Sewerage Corporation)

Customer: Saint John County Utilities

System Description

Saint Johns County (FL) has a SCADA system that monitors and controls more than 200 Water and Wastewater Treatment Plants and Lift Stations.
The system uses different generations of RTUs. The original wireless network is based on Motorola narrowband radios. The County migrated its wireless networks, which is used by the SCADA, to an advanced Private Broadband technology.
For many years, the County has kept using advanced technologies to increase the system's availability, resiliency, and usability.

Services and products that Star Controls provided

Since its inception Star Controls has provided Saint Johns County with different products and services. Star Controls was pre-qualified by the County as a provider of services for its SCADA, under a multi-year contract.
Here are the products and Services that Star Controls provided:

- Migration of old RTUs to New Cyber Secured RTUs, including products and services.
- Improved software application for existing sites.
- Support programming of CIP projects - Star controls delivered multiple projects involving upgrade of existing SCADA and field hardware, as well as advanced programming, and RTU software upgrade
- Helped with the Migration to broadband wireless network.
    - Integrate the monitoring tools of the network from 4RF into the VTScada software.
- Software for the RTUs.
    - Star Controls' StaRTU to improves troubleshooting and diagnostics.
- Ongoing support

Star Controls also acts as a trusted advisor, on improvements, introduction of new technologies, as well as design and implementation of these initiatives.

Testimonial

"Star Controls has gained our trust and confidence, through years of relationships. The one thing that really stood out to me, is that no matter what brick wall the team members ran into, he or she never gave up and never gave me a hint of a reason to think they may not be able to make it work like we wanted it to. This is a direct result of Star Controls' "we can make it happen approach to everything."

Star Controls provided Saint John County's SCADA Department with different software products as well as services, which has helped us to increase the Availability and Maintainability of our SCADA system. Star Controls constantly helps us to improve the performance and resiliency of the SCADA system. The team at Star Controls is always available for us."

Randy Howell - SCADA Department Manager, Saint Johns County Utilities

Customer: City of Ormond Beach

System Description

The City of Ormond Beach (FL) has a SCADA system that monitors and controls hundreds of Water and Wastewater Treatment Plants, wells, and Lift Stations.

Upon new operations, maintenance, and technological requirements the City called for a bid to replace its aging SCADA system with a modern SCADA system.

Star Controls was awarded and completed the project on time and continue support and City with expansion and new features.

Services and products that Star Controls provided

Here are the products and Services that Star Controls provided:

- Develop and deploy the new SCADA system.
- Improved software application for existing sites.
- Ongoing expansions
- Ongoing support

Testimonial

"Star Controls developed and deployed the new SCADA system. Star Controls constantly helps us to improve the performance and resiliency of the SCADA system."

George Lavatelli – Utilities Engineer, City of Ormond Beach

Customer: Honolulu Board of Water Supply

System Description

The Honolulu Board of Water Supply (BWS) has a SCADA system that monitors and controls more than 200 Water Pumping sites.
The system uses different generations of RTUs. The original wireless network is based on Leased Line Communications. Later HBWS introduced wireless broadband networks. Recently the HBWS started using the FirstNet Cellular Network that is allocated for the utilities.
For many years, the HBWS has kept using advanced technologies to increase the system's availability, resiliency, and usability.

Services and products that Star Controls provided

Since its inception Star Controls has provided Honolulu BWS with different products and services. Star Controls was pre-qualified by the County as a provider of services for its SCADA.
Here are the products and Services that Star Controls provided:

- Migration of old RTUs to New Cyber Secured RTUs, including products and services.
- Improved software application for existing sites.
- Helped with the Migration to different networks and improve availability through redundant links.
- Software for the RTUs.
- Ongoing support

Star Controls also acts as a trusted advisor, on improvements, introduction of new technologies, as well as design and implementation of these initiatives.

Testimonial

"Star Controls has gained our trust and confidence, through years of relationships. With the advisory services that I received from Star Controls the availability, resiliency, and maintainability of the SCADA system. Star Controls is available 24/7 and was next to us anytime we need the support".
Blaine Shimizu – Acting Telecommunications Supervisor, Honolulu Board of Water Supply

Customer: City of Weston, FL

System Description

The City of Weston has upgraded its Storm Water management system, by adding SCADA to monitor and control its Storm Water Pumping sites.
The SCADA system consists of five pump stations and 8 solar powered lake level monitoring sites. The system uses most modern SCADA components including integration of RTUs with smart devices, Cyber Security, and user-friendly HMI. As part of the city strategy, the SCADA system is based on the Cloud, which takes the Burdon of maintaining it.
The city is planning to expand the system to cover all its Lift Stations for those that are used for collection of the Wastewater.

Services and products that Star Controls provided

After Star Controls was awarded the project it went through all steps from detailed design to installation, development, integration, training, and support. Star Controls is responsible for maintaining the SCADA system for the next years to come.
The advanced and comprehensive Cloud Based SCADA system includes many components and features:

- Remote sites with high availability, independent local control, including logic that is based on information from other sites.
- Cover every aspect of the remote sites, including pumps, alarm system and monitor every part of the pump station
- Integration to smart devices such as Diesel Pumps Controllers, and smart sensors.
- Simple and easy to use local and remote HMI
- Cyber Secured – Complete and cover every part
- Comprehensive reports

Testimonial

“Star Controls provided the City of Weston with the most advanced and cyber secured Cloud Based SCADA system for the mission critical storm water sites. From Detailed Design, to development, installation, and integration the team at Star Controls attended to our needs and requests. Star Controls was open to changes throughout the project. Star Controls has gained our trust and confidence that it will serve the city and the SCADA system for the years to come.”
Peter Johnson– Assistant Director of Public Works, City of Weston

Customer: City of Hialeah, FL

System Description

The City of Hialeah (FL) has a SCADA system that monitors and controls hundreds of Lift Stations for the Wastewater collection.
The system uses different generations of RTUs. wireless network is based on narrowband Trunking system. During the migration to a new provider of wireless networks, the city faced challenges that prevented it from receiving data from the remote sites.

Services and products that Star Controls provided

Star Controls stepped to the challenge and foxed the communications issues. At that time, the city also requested Star Controls to improve the availability and maintainability of the remote sites and the integration with the SCADA server.
Here are the products and Services that Star Controls provided:

- Fixed the problems that the City faced upon the migration of the wireless infrastructure.
- Improved software application for existing sites.
- Software for the RTUs.
    - Star Controls' StaRTU to improves troubleshooting and diagnostics.
    - Star Controls' WaterWorks to improve the Pump Control logic
- Ongoing support

Star Controls also acts as a trusted advisor, on improvements, introduction of new technologies, as well as design and implementation of these initiatives.

Testimonial

"Star Controls helped us when we were in urgent need, all the way until the problem was addressed. The team of Star Controls was instrumental to improve, and the software products, StaRTU and WaterWorks, which has improved the availability and maintainability of the remote sites."
Antonio Liriano – Operations manager, Inframark for the City of Hialeah

4 – Project Staffing

Qualifications of Proposer Team.

The Star Team includes individuals with vast experience in the SCADA market. The following team members compose the core team which will support this project given Star is awarded. Other staff members may join as needed or required.

Tzvi Magril

Tzvi brings to Star more than 35 years of experience in Design, Development, Sales, Business and Channel Development in the Communications and SCADA/Telemetry markets. Tzvi was a lead designer of Motorola SCADA products and has immense knowledge of the product line, as well as SCADA Systems design. Mr. Magril has implemented and maintained major SCADA systems for large clients throughout the world. Mr. Magril has several patents in the SCADA industry.

- Roles – Solution Architect, Project Management
- Experience - 35 years
- Education - BSc. in Electrical and Computer Engineering; Motorola System Integration Institute (SII)

Ron Zetouni

Mr. Zetouni brings more than 30 years of experience in SCADA business for Water/Wastewater and other disciplines, covering the SCADA and communication aspects of projects. Mr. Zetouni' s experience includes design, programming, and integration with SCADA software (G.E. iFIX, Wonderware InTouch, Trihedral VTSCADA and others). During 14 years of tenure at Motorola, Ron has programmed and integrated dozens of SCADA systems in different applications (Oil & Gas, Electric and Water Utilities, and others) for customers worldwide. Mr. Zetouni.

- Role – Lead Engineer, Solution Architect, programmer, Integration, Field Engineering, Training, Support, Networks, Cyber Security
- Experience – 30 years
- Education – BSc. and MSc. Computer Science
- Programming Languages – Several including Ladder Logic, C/C##, Java, and others

Diego Pinto

As a SCADA Programmer, Mr. Pinto has developed his career in Real-Time Embedded computation. Mr. Pinto is a subject matter expert in SCADA systems including for Mission Critical applications. Mr. Pinto has already gained a reputation as a productive and creative professional, with attention to customer satisfaction.

- Role – Programmer, Project Manager, Support, Training, Networks, Cyber Security
- Experience – 7 years
- Education – BSc. in Computer Science
- Programming Languages – Several including Python, C/C##, Java, and others

Charles Mondale

As a global Subject Matter Expert in Telemetry and Environmental Monitoring, Mr. Mondale brings more than 30 years of experience in the Telemetry and Instrumentation for Water/Storm/Wastewater and Environmental Monitoring, which. Mr. Mondale experience and skills covers all aspects of a solution, from the sensors, the Dataloggers, Communications (with focus on Wireless networks), Power and Integrity of the system. Mr. Mondale has served as a team leader at the SJRWMD, leading the design, installation and maintenance of the Hydrology monitoring system the SJRWMD is using to manage the water resources.

- Role – Field Engineer, Project Manager, Instrumentation, Integration, Support, Programmer
- Experience – 30 years
- Education - BSc. in Electrical and Computer Engineering
- Programming Languages – Campbell Scientific programming of Data Loggers

James Mondale

As a Field Technician, Mr. Mondale is a solutions-oriented IT & SCADA Systems Professional with proven success designing, implementing, and integrating cost-effective, high-performance technical solutions to meet challenging business needs.

- Role – Field Technician, Programmer, Project Manager, Support, Training, Support, Networks, Cyber Security
- Experience – 3 years
- Education – Attend school for degree in Computer Science
- Programming Languages – Several including C/C##, Ladder Logic, Java, and others

Gilbert Greene

As a young Computer Science professional Mr. Greene focused on the development of Star Controls software products for the IIoT & SCADA Systems.

- Role –Programmer, Training, Support, Networks
- Experience – 2 years
- Education – Computer Science
- Programming Languages – Several including Python, C/C##, Java, and others

Inda Lapidot

– Ms. Lapidot has developed her career in the finance industry, with experience of managing large global accounts. Ms. Lapidot plays a major role in orchestrating all sales and engineering activities, and demonstrates high performance, including in emergency and stressful situations.

- Role - Operations, Project Management
- Experience – 20 Years
- Education – BA and MBA

Team's Skill Set

All professional staff possesses at least a four-year engineering degree from respectable Universities. The team members have successfully supported water utilities and water management agencies in the US and abroad, with consultation, implementation, education, and maintenance services.

Each team member in Star Controls' implementation and support team is kept updated with skills and expertise through rigorous training program that includes the following subjects:

- SCADA Software (VTScada, InTouch, iFix and others) development and maintenance
- RTU Hardware and software – Programming, installation, Maintenance and Trouble Shooting
- Cyber Security
- Communication Systems: RF Systems, IP Technology and Products, Installation, Maintenance and Trouble Shooting.
- Project Management
- Education Services
- Safety at Work including Safety with Electrical Equipment

The Star Team is composed of individuals with highly versatile skills, where each team member has qualifications and experience to handle different project implementation and maintenance tasks. Through the Project Management methodology, the company efficiently utilizes resources without compromising quality. On as-need basis Star Controls also leverage skills of qualified sub-contractors for specific services or projects.

The following individuals compose the core project team:

Team Member	Project Manager	SCADA System Engineer	Control System Comm. Instrumentation	Documentation Drafting
Tzvi Magril	√	√	√	
Ron Zetouni	√	√	√	
Inda Lapidot	√		√	√
Diego Pinto (Main Contact)		√	√	
Charlie Mondale	√	√	√	
James Mondale	√	√	√	√
Gilbert Greene		√	√	√

√ - Area Leader

Design-Builder's Resources and Experience with Governmental Entities

The Star Team includes individuals with vast experience in the SCADA and IoT market. The team members have successfully supported water utilities and water management agencies in the US and abroad, with consultation, implementation, education, and maintenance services.
Each team member in Star Controls' implementation and support team is kept updated with skills and expertise through rigorous training program that includes the following subjects:

- SCADA Software - development and maintenance
- RTU HW and SW – Programming, installation, Maintenance and Trouble Shooting
- Cyber Security
- Communication Systems: RF Systems, IP Technology and Products, Installation, Maintenance and Trouble Shooting.
- Project Management
- Education Services
- Safety at Work including Safety with Electrical Equipment

As a laser focused engineering firm Star Controls has developed methodologies, procedures and products that allow the development, deployment and support advanced SCADA and IoT systems to the full satisfaction of our customers. Our software development products reduce substantially the development time and allow us to maintain (i.e. including troubleshooting) many customers.

The engagements are part of either ongoing contracts, and/or specific project and/or software products or consultation/advisory. Part of the engagements are directly with the customers, and part is through partners.

Following are the customers in South-East Florida that we have served: City of Hialeah, City of Weston, City of Boynton Beach, City of Deerfield Beach, City of Coconut Creek, City of Pompano Beach, City of West Palm Beach, South Florida Water Management District, Plantation Acers Drainage District, Palm Beach School District

Following are Floridian Customers that we have served: City of Orlando, Martin County, Saint Johns River County, City of Ormond Beach, City of Orlando, Orange County, Seminole County, City of Tampa, SJRWMD

Following are nationwide and international customers that we have served: Honolulu Board of Water Supply (HI), Charles County (MD), HRSD (VA), Mt. Pleasant (SC), Victoria CRD (Canada), Baltimore Gas & Electric, Jamaica NWC, Bahamas WSC, Mekorot (Israel), AGME (Qatar), NY Transit (NY), University of Michigan (MI), US Navy, US Airforce, US Army, Petrobras (Brazil)
On as need basis the firm use Floridian UL508 certified panel shops for the fabrication of electronic panels.

6 – Contractor References

Star Controls has **many** large and medium SCADA customers in **Florida** and beyond.
Some of our Florida SCADA customers are shown below:

Required Customer References

Per the bid requirement, three of our customers are listed as references below:

1 - City of Orlando

Project Name and Location: SCADA System for the Wastewater, City of Orlando

Project Description: Star Controls is the main provider of Process Control System, Equipment & Instrumentation Services**.** Star Controls delivered multiple projects involving upgrading existing SCADA and field hardware, as well as advanced programming and RTU. Software upgrade using different types of radio LAN/WAN communications and 160+ RTUs. Currently all software, integration and support services are provided by Star Controls. Star Controls is helping the customer to migrate the SCADA system to be Cyber Secured.

Client Contact Information: Guy Mecabe (321) 765-8021 Guy.Mecabe@cityoforlando.net
Start Date: 2017
Completion Date: 2022 and ongoing; City of Orlando has been renewing the support contract every year, adding improvements, and CIP projects.
Original Contract Amount: $150,000
Final Contract Amount: $750,000 (contract has been renewing annually in addition to improvement and CIP projects)

2 - Jamaica National Water Commission

Project Name and Location: NWC SCADA System and Integration with NRW

Project Description: The Jamaica National Water Commission (NWC) supplies 190 million gallons of potable water a day to its about two million people across Jamaica. Steady growth in the industrial sector has led to new residential communities in St. Andrew, St. Catherine, and other parishes across Jamaica. As a result, demand for potable water began to overmatch the nation's simple PLC-based monitoring and control system. In mid-2017, Star Controls was tasked to implement a full Supervisory Control and Data Acquisition (SCADA) system that would eliminate the need for operators to travel to each site to ensure readings and visually inspect equipment. The initial project, commissioned in 2018, uses VTScada software to monitor Motorola ACE3600 units at 19 remote sites. The Commission continues to expand the SCADA systems to other areas, including its Wastewater collection sites. The Commission plans to significantly expand the system in the next few years.

Client Contact Information: Jeremy Wilson (876) 772-7384 jeremy.wilson@nwc.com.jm
Start Date: 2017
Completion Date: Ongoing
Original Contract Amount: $900,000
Final Contract Amount: $1,500,000

3 - Pinellas County

Project Name and Location: SCADA System, Wireless Networks, Smart Devices & Instrumentation

Project Description: Main provider of SCADA, Process Control System, Equipment, and Instrumentation Services. Star Controls delivered multiple projects involving upgrading of existing SCADA and field hardware, as well as, advanced programming, and RTU software upgrade using different types of radio and LAN/WAN communications and 320+ RTUs.

Client Contact Information: Ed Atchison (727) 582-2329 eatchison@co.pinellas.fl.us
Start Date: 2016
Completion Date: Ongoing
Original Contract Amount: $450,000
Final Contract Amount: $2,500,000

7 - Cost Proposal

	ISLAMORADA, VILLAGE OF ISLANDS **WASTEWATER SCADA IMPROVEMENT PROJECT** **(RFP 22-12)** **Bid Tab**	
BID ITEM	**DESCRIPTION**	**Line Cost**
1	Lump Sum Fee for Deliverables	$ 406,540.00
2	Performance and Payment Bonds	$ 10,000.00
	Base Bid	**$** 416,540.00
	10% Contingency	$40,654.00
	Total Bid	$457,194.00

8 - Timeline

Project Timeline / schedule

The project is composed of five main tasks. These are outlined and discussed below.

Many tasks can be performed in parallel, but some are completed in sequential manner. The following shows a summary of the tasks

TASK	Duration (days)	START	END
Discovery and Design	27	01/02/23	02/07/23
New SCADA / Network	60	02/08/23	05/02/23
Comm Network	35	02/08/23	03/28/23
New PLCs	81	02/08/23	05/31/23
System Training	7	06/01/23	06/09/23
Project Total	115	01/02/23	06/09/23

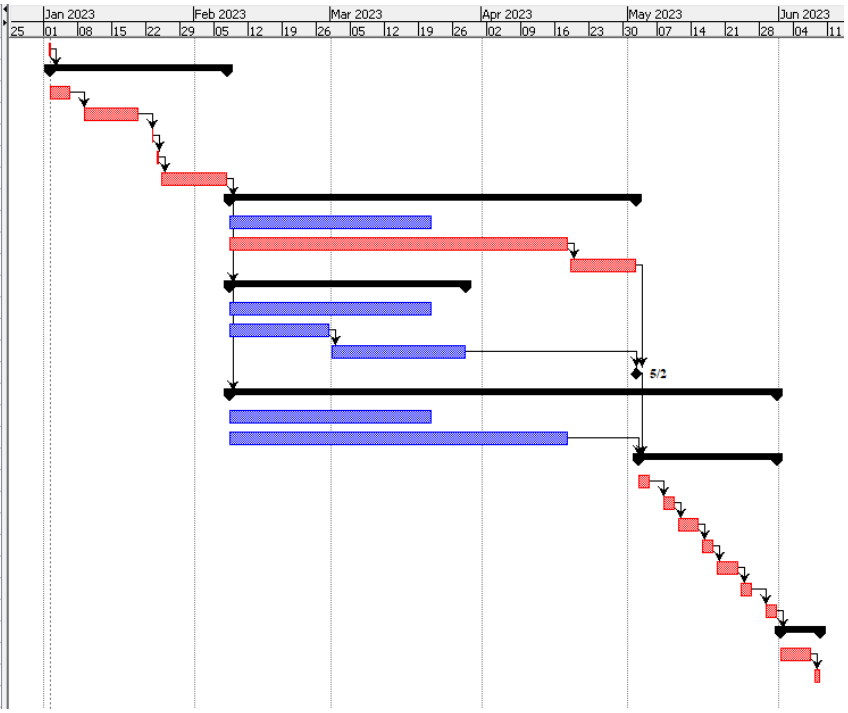
Notes:

The existing SCADA system operation will be minimally interrupted (no more than 4 hours per site and only in RTU replacement phase, if needed)

The project schedule is detailed below with the Jan 2, 2023 as a starting date.

TASK	Days	START	END
NTP	0	01/02/23	01/02/23
Discovery and Design	**27**	**01/02/23**	**02/07/23**
Detailed Discovery of Existing System	5	01/02/23	01/06/23
Detailed Design	10	01/09/23	01/20/23
Progress Presentation	1	01/23/23	01/23/23
Design Submittals	1	01/24/23	01/24/23
Approved Detailed Design	10	01/25/23	02/07/23
New SCADA / Network	**60**	**02/08/23**	**05/02/23**
Order NEW SCADA Equipment	30	02/08/23	03/21/23
Develop Scada Screens / HMI	50	02/08/23	04/18/23
Install Equipment	10	04/19/23	05/02/23
Comm Network	**35**	**02/08/23**	**03/28/23**
Order Equipment	30	02/08/23	03/21/23
Configuration Preparation	15	02/08/23	02/28/23
Installation	20	03/01/23	03/28/23
Parallel Systems Online	0	05/02/23	05/02/23
NEW PLCs	**81**	**02/08/23**	**05/31/23**
Order NEW SCADA Equipment	30	02/08/23	03/21/23
Develop RTUs applications	50	02/08/23	04/18/23
Install Equipment	**21**	**05/03/23**	**05/31/23**
N Plant Key Transfer Stn	3	05/03/23	05/05/23
N Plant Key Vacuum Stn	3	05/08/23	05/10/23
N Plant Key Remote Vac Stn	3	05/11/23	05/15/23
Middle Plant Key Vac Stn	3	05/16/23	05/18/23
South Plant Key Vac Stn	3	05/19/23	05/23/23
Upper Matecumbe Key Vac Stn	3	05/24/23	05/26/23
Lower Matecumbe Key Vac Stn	3	05/29/23	05/31/23
System Training	**7**	**06/01/23**	**06/09/23**
Operators	5	06/01/23	06/07/23
Management	2	06/08/23	06/09/23

	Name	Duration	Start
1	NTP	0 days	1/2/23 8:00 AM
2	**Discovery and Design**	27 days	**1/2/23 8:00 AM**
3	Detailed Discovery of Existing System	5 days	1/2/23 8:00 AM
4	Detailed Design	10 days	1/9/23 8:00 AM
5	Progress Presentation	1 day	1/23/23 8:00 AM
6	Design Submittals	1 day	1/24/23 8:00 AM
7	Approved Detailed Design	10 days	1/25/23 8:00 AM
8	**New SCADA / Network**	60 days	**2/8/23 8:00 AM**
9	Order NEW SCADA Equipment	30 days	2/8/23 8:00 AM
10	Develope Scada Screens / HMI	50 days	2/8/23 8:00 AM
11	Install Equipment	10 days	4/19/23 8:00 AM
12	**Comm Network**	35 days	**2/8/23 8:00 AM**
13	Order Equipment	30 days	2/8/23 8:00 AM
14	Configuration Preperation	15 days	2/8/23 8:00 AM
15	Installation	20 days	3/1/23 8:00 AM
16	Parallel Systems Online	0 days	5/2/23 5:00 PM
17	**NEW PLCs**	81 days	**2/8/23 8:00 AM**
18	Order NEW SCADA Equipment	30 days	2/8/23 8:00 AM
19	Develope RTUs applcations	50 days	2/8/23 8:00 AM
20	**Install Equipment**	21 days	**5/3/23 8:00 AM**
21	N Plnt Key Transfer Stn	3 days	5/3/23 8:00 AM
22	N Plnt Key Vacuum Stn	3 days	5/8/23 8:00 AM
23	N Plnt Key Remote Vac Stn	3 days	5/11/23 8:00 AM
24	Middle Plnt Key Vac Stn	3 days	5/16/23 8:00 AM
25	South Plnt Key Vac Stn	3 days	5/19/23 8:00 AM
26	Upper Matecumbe Key Vac Stn	3 days	5/24/23 8:00 AM
27	Lower Matecumbe Key Vac Stn	3 days	5/29/23 8:00 AM
28	**System Training**	7 days	**6/1/23 8:00 AM**
29	Operators	5 days	6/1/23 8:00 AM
30	Management	2 days	6/8/23 8:00 AM



Project Tasks

Task order summary:

Task	Description
	Notice to Proceed
Discovery and Design	During the initial project stage the following objectives will be performed: • Complete system discovery and analysis • Detailed design of the new system • Submittals and approvals
New SCADA / Network	• New SCADA design and development of HMI and operation details, system security, and user management, and database and external connectivity
Comm Network	• Installation and provisioning of all new Comm equipment • Benchmarking data throughput and reliability • Testing redundancy mechanism
New PLCs	The project included provisioning for modification or replacement of all PLCs to allow controls and future expansion. This phase includes upgrading and/or replacement of the hardware at 7 RTUs locations.
System Training	Following full system conversion and upgrade, a complete system training will be performed for operations and management
Final Documentation	Final Documentation will include system and owner's manual

9 – Warranty

Warranty

Star Controls provides a 1-year warranty for all hardware and software provided for this project starting at the time of commissioning.

Any new equipment selected will be based on reliability, ease of use, and cost effectiveness.

10 – Ability to Obtain Bonds

NIELSON, HOOVER & COMPANY

ACRISURE AGENCY PARTNER

December 7, 2022

Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

RE: Principal: Star Controls, Inc.
Project: Wastewater SCADA Improvement Project RFP 22-12; Estimated Contract Amount $500,000.00

To Whom It May Concern:

This is to advise you that our office provides Bid, Performance, and Payment Bonds for Star Controls, Inc. Their Surety is The Ohio Casualty Insurance Company, which carries an A.M. Best Rating of A XV and is listed in the Department of the Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request, we should be in a position to provide Performance and Payment Bonds for the above captioned project. We obviously reserve the right to review the final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds.

Star Controls, Inc. is an excellent contractor and we hold them in high regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference requested by our respected client.

If you should you have any questions, please do not hesitate to give me a call.

Sincerely yours,

NIELSON, HOOVER & ASSOCIATES

Jarrett Merlucci
Resident Agent

15050 NW 79th Court
Suite 200
Miami Lakes, FL 33016
P: 305.722.2663
F: 305.558.9650
W: nielsonbonds.com

11 – State and Local Authorization to Transact Business

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30,

DBA:
Business Name: STAR CONTROLS INC

Receipt #:
Business Type: BUSINESS/FINANCIAL/CONSULTANT (CONSULTING/SOFTWARE)

Owner Name: TIKVA MAGRIL
Business Location: 11555 HERON BAY BLVD STE 200

Business Opened:
State/County/Cert/Reg:
Exemption Code:

Business Phone:

Rooms	Seats	Employees	Machines	Professionals

For Vending Business Only

Number of Machines: **Vending Type:**

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	0.00	0.00	0.00	0.00	0.00	

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

STAR CONTROLS INC
11555 HERON BAY BLVD STE 200
CORAL SPRINGS, FL 33076

2023 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/22

This Certificate Expires on December 31, 2023

Business Name and Location Address

Certificate Number

16-8013487702-1

STAR CONTROLS INC
11555 HERON BAY BLVD STE 200
CORAL SPRINGS, FL 33076-3362

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property
- Re-rental as tangible personal property
- Resale of services
- Re-rental as commercial real property
- Incorporation into tangible personal property being repaired
- Re-rental as transient rental property
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing

Your *Florida Annual Resale Certificate for Sales Tax* (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You **may not** use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

As a seller, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.

1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

Online: Visit **floridarevenue.com/taxes/certificates**

Phone: 877-357-3725 and enter your customer's Annual Resale Certificate number

Mobile App: Available for iPhone, iPad, and Android devices

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

December 27, 2021

REGISTERED VENDOR NO.: 108946

Mr. Tzvi Magril, President
Star Controls, Inc.
11555 Heron Bay Blvd, #200
Coral Springs, FL 33076

CERTIFICATION EFFECTIVE DATE:
January 8, 2022

CERTIFICATION EXPIRATION DATE:
January 8, 2025

Dear Mr. Magril:

Congratulations, the South Florida Water Management District (District) has recertified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may **only** be applied when business is conducted in the following area(s):

SCADA, Telecommunications & Water Management Consulting Services

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times.

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

Jennifer Dollar
SBE Program Specialist
Procurement Bureau

JD

12 – Contract Terms

9. SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Islamorada, Village of Islands. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Islamorada, Village of Islands, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signature of Authorized Certifying Official

Tzvi Magril

Name and Title of Authorized Certifying Official

12/5/2022

Date

10. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the following certification: APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING. The certification is found on the next page.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 section 1352, title 31, U.S. Code. 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 Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Authorized Certifying Official

Tzvi Magril — 12/5/2022

Name and Title of Authorized Certifying Official — Date

11. PROCUREMENT OF RECOVERED MATERIALS

The Contractor agrees to comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

In performance of this contract, the Contractor shall procure solid waste management services in a manner that maximizes energy and resource recovery and establish an affirmative procurement program for procurement of recovered materials identified in EPA guidelines.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

12. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

In accordance with 2 C.F.R. §200.321, the Consultant/Contractor shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Consultant/Contractor must take; the requirements do not preclude the Consultant/Contractor from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Consultant/Contractor to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

ADDITIONAL CONTRACT TERMS FOR FEMA-FUNDED PROJECTS

The following clauses will form part of the agreement between Islamorada, Village of Islands and the Contractor resulting from this RFP.

A. **Access to Records**:
The following access to records requirements shall apply to the contract.

1. The Contractor agrees to provide Islamorada, Village of Islands, the FEMA Administrator, the Comptroller General of the United Sates, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce aby any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, Islamorada, Village of Islands and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

B. **Changes to the Contract:**
Any changes to the contract between Islamorada, Village of Islands and the Contractor modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of project scope.

C. **Non-use of DHS Seal, Logo, and Flags:** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of HSS agency officials without specific FEMA pre-approval.

D. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.

E. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

F. **Program Fraud and False or Fraudulent Statement or Related Facts:** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Signature of Contractor's Authorized Official

Tzvi Magril - President

Name and Title of Contractor's Authorized Official

Value-Added Benefits

Star Controls Maintenance and Support Program

Star Controls offers a comprehensive portfolio of maintenance products and services that meet different needs and budgets. In addition, recognizing that each customer is unique, we tailor services and products to specific needs.

With offices in Coral Springs (FL), West Palm Beach (FL), and Lakeland (FL), Star Controls helps to maintain, improve, and expand your SCADA system and extends the Life Cycle of the system.

Star Controls has the highest qualified, experienced and certified professionals. In many cases the vendors refer customers to Star Controls, counting on our professionals to address the customer's needs.

For the Weston SCADA system Star Controls offers a Maintenance plan that includes Tier 2 and Tier 3 Remote and On-Site support, as needed.

Tiers and Escalation Process
Star Controls Call service is based on a Three (3) Tiers model.

- Tier 1 – Star Controls assume that Tier 1, identify that there is a problem, and first attempt to fix it will be through one of the following cases:
    - Weston staff will detect and report on failure event to Star Controls Response Center and its Trouble Ticketing management.
    - Star Controls' diagnostics will detect a failure or degradation of performance event.

After the event is detected, and the first attempt to fix it fails, the event is escalated to Tier 2.

- Tier 2 - Maintenance Experts of engineers and technicians that have been trained on Weston SCADA system. Tier 2 team has all knowledge and resources to address the SCADA. The team gained its experience through maintaining Mission Critical systems. The team will address the event. In the case that Tier 2 will not be able to resolve the problem it will escalate it to Tier 3.

The engineers of Tier 2 will have secured remote access to the customer's system. This will reduce substantially Mean Time to Repair (MTTR) and increase the System's Availability.

- Tier 3 - Core Team of SCADA Software. The team has many years of experience in designing, implementing, and maintaining SCADA systems. This is a world class team, which has gained a reputation among SCADA users around the world.

It is recommended that the engineers of Tier 3 have remote access to the customer's system. This will reduce substantially Mean Time to Repair (MTTR) and increase the System's Availability.

Star Controls Support Service – Procedure and Method

Background
Star Controls provide annual or on-demand support. This document describes the procedure and method of our Remote Support.

Proactive Support Service
Star Controls provides regular remote scheduled "health-check" sessions. Star Controls will report any degradation in performance

Scheduled Support Service

- Notice and Response Time - Minimum of one-week notice
- Example of service – improvements and non-urgent activities
- Procedure
    - Send an email to Star Controls Support (support@star-controls.com), or call (1-954-604-6656 Ext. 3), and describe the scope of the support
    - Support Representative will return via email with the suggested time for the support. Once it is confirmed an invitation will be sent to you and our team members that will provide the remote support.

Unscheduled Support Service

- Urgent calls, with faults that impact on critical operations
- Notice and Response Time – 6 to 12 hours response time, depends on availability of resources and terms & Conditions of the contract/agreement in place.
- Example – recovery from failure of major component in the system, or abnormal situation.
- Procedure
    - Send an urgent email, with description of problem, to support@star-controls.com, and (optional) leave a message at 1-954-604-6656 Ext. 3 (our support line)
    - The engineer on duty will support it, and if it is required, he/she will call in additional resources.
        - The immediate fix can be temporary, and then the support can be switched to scheduled (non-urgent)

Training & Educational Services

Description
Star Controls is a global professional education and integration company in the SCADA and Telecommunications fields. Our resolute team of professionals has been implementing and supporting customers with RTUs and SCADA software systems for many years. Our team includes engineers and trainers with unparalleled knowledge and expertise.

We believe that staff training and education are paramount for any responsible and progressive customer. We are now offering a line of standard training courses as well as custom-tailored ones, in which we transfer core knowledge to you and your staff so you can:

- Know more about your SCADA system
  - How it works and how to take more control over it (better operation and maintenance).
  - Better-informed users have more control over their system.

- Become more self-reliant and better able to trouble shoot and maintain the system
  - Make simple changes without calling your integrator.
  - Analyze, troubleshoot, and improve system reliability yourself.

- Discover what new technologies can be adapted to your system.

- Integrate new services (security, planning, water flow, etc.) to your SCADA system.

Courses are delivered by one of the premier SCADA specialists, with many years of field experience. All courses include relevant Hands-On, and students will be able to utilize immediately their knowledge in the field. Some courses are delivered on the customer's system.

Sample Work

Site Surveys

Star Controls has performed many site surveys, studies, and inspections. We provide a comprehensive electrical, mechanical, and operation report and recommendations for each visit, as show in the example:

Kirkland

Site Description

relift site pumps from forest hill 123 then when tank is full this site pumps up to Brentwood relift site two pumps installed third pump being repaired

Picture

Tank Site that relifts to Brentwood, two tanks on this site one new steel tank and one old cement tank both in use. This site uses the same control panel setup, so it has most of what we need. Good space for the RTU and Terminal strip. Ac power in cabinet with extra slots in panel for our circuit. The site has three pumps, the rotation for them is run two for 20 hours then swap in the third and drop out the one that has run for twenty hours. The water is pumped from Forest Hill 123 to here then relifted from here to Brentwood. Large steel tank will have the tank level and PH and CR all mounted from the top of tank and the NWC will run a large conduit 1.5 inch or bigger from the top of the tank to the control panel and all three sensors will be routed through this conduit. The second tank they want Water level only so a separate conduit run for this will be required.

There is a flow meter in a vault with a pressure switch to shut the system off when pressure is reached. We will have NWC add a tee to the connection of the pressure switch to add our Forced main pressure and will run the wires in the same conduit that the flow meter is currently using.

Site Access	fenced no building control panel not locked
Structure Condition	control cabinet no building control

More info

Site Security	fenced but not locked
Cellular Connectivity	Yes
AC Power	Yes
Size of Service	400
No. of Breakers	4

Solar/Pumps

RTU Location	Outdoors
HOA Switch	No
Cellular Antenna Location	Outdoors
Pumps	Two pumps run at a time after 24 hours of pop the third pump is schedule when there is water, they all pump.
Pump Power Monitor Present	yes
External Power Monitor Required	no
Pump Control Dependent	Yes
Pump Control Dependent (Describe Relationship)	pump needs to know level of tank uphill Brentwood to know when to pump and stop currently the floats are used to turn on and IF TANK AT Brentwood is full, it shuts off a valve and this site senses this
Pump Rotation Schedule	run two pumps for 24 hours when water is available then switch in third and drop old pump time is actual pump time rotation is 20 hours

Pump1

Condition	two working one out for repair
Pump Picture	

Constant Springs Water Treatment Plant

Site Description

Constant Springs Water treatment plant is a large treatment facility that should be made into three different sites due to distance.

The first site is up close to the building and is a take-off point to the Hope treatment plant and to Long Lane. At this site, the flow meter for the total flow leaving the plant and the four pumps, flows and pressures for the two take off points are here. There is a large building that houses the pump controls that will hold the RTU and signals for the three flow meters can be run to this point. The pressure transducers that are already installed on the four pumps could be monitored or new pressure transducers could be added here. An existing service water system is installed near building, the enclosure for the water quality sensors can be mounted here or the sensors can be mounted up with the other water quality sensors and signals brought back the RTU in pump building.

The Second Site would be at the large storage tank, there is AC power located at the far end of tank. An RTU station here would monitor Tank level. The sensor would be suspended down in the tank and wired to a junction box above the sensor installation with a conduit ran to the RTU from that point. If wired back to first RTU it would be 1300-foot run of conduit and wire for each sensor.

The third site is a split in the line off the property where a pair of flow meters and pressure loggers are currently installed. The first Flow meter is in a small cement building with a pressure logger there and the second flow meter is on a pipe about 150 feet away. This site is not on the SOW but was requested by NWC. This site is about 1 mile from RTU 1 next to the treatment plant and could not be connected by wire. A wireless solution or separate RTU would be best.

Site Access	good
Structure Condition	Nice buildings and fenced compound except for third site location. It has a small concrete building that the door would have to be replaced to make the place secure.

More info

Site Security	Good everywhere at treatment plant. Third site location is off site and would require a new door to be made secure.
Cellular Connectivity	Yes
AC Power	Yes, could be ran to all three sites
Cellular Signal Strength (RSSI)	71
No. of Breakers	0

Solar/Pumps

RTU Location	Indoors

HOA Switch	No
Cellular Antenna Location	Outdoors
Pumps	4
Pump Power Monitor Present	yes
Pump Control Dependent	Yes
Pump Control Dependent (Describe Relationship)	Four pumps two for each take off One pair pumps water to Still well tank the other pair pumps to Narbrook. The tank levels at those sites are needed to let pumps know when to pump currently one of each pair runs all the time and the operator will switch them every 40 to 60 hours.
Pump Rotation Schedule	one runs constantly then is switched out every 40 to 60 hours manually

Add Pump

Pump Picture

Add Another Pump?	No

Tanks

Tanks	2

Tank dependent on another site?	No

Add Tank

Size	25
Condition	Older Inground cement walled inclined to the center sensors will have to be mounted away from side to allow access to bottom of tank
Distance from PLC	120
Tank Level	25
Tank Picture	

Communication Studies and Recommendations

Discovery and Data Gathering for the City of West Palm Beach

Starting with the kickoff meeting, which was held on August 7th, 2019, Star Controls held discovery, data gathering and interviews meetings with the Subject Matter Experts (SMEs) from Engineering & Public Works Department as well as from the IT Department. During and after those meetings, the Department provided information on its operations, infrastructure, and goals.

Note - Information, and mainly regarding type of RTUs, wireless modems and frequencies were not consistent in different documents.

This section covers the information we gathered, which is relevant to the Plan.

- SCADA sites and Type of RTUs - 150
  - Lift Stations – 120
    - Aquatrol – 45
    - Cross Star - 1
    - DCC - 11
    - Motorola ACE3600 – 37
    - Motorola MOSCAD-L – 7
    - Santis - 19

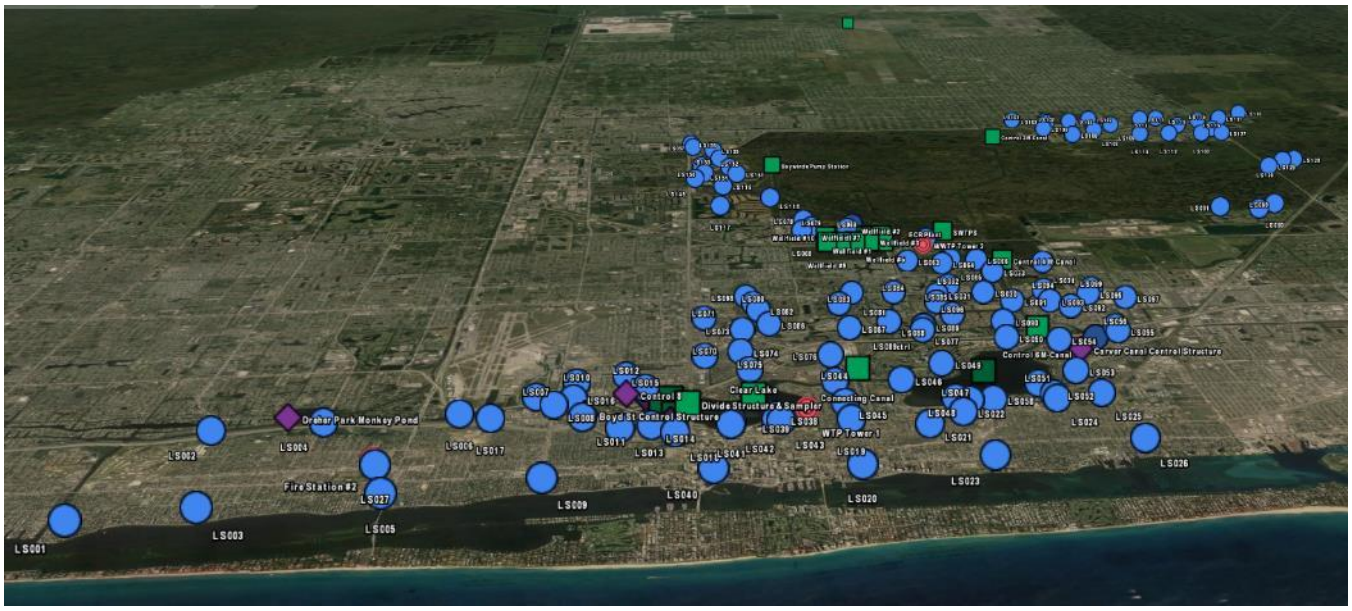
    Notes:

    1. Few additional lift stations are not connected to SCADA
    2. O&M team is migrating old RTUs to Motorola ACE3600
  - Storm Water Stations – 9
    - Motorola ACE3600 – 4
    - Motorola MOSCAD-L - 2
    - Santis – 3
  - Fresh Water Wells – 11[(1)]
    - Motorola MOSCAD-L
  - Watershed Management Stations – 10[(1)]
    - Motorola ACE3600 – 6
    - Motorola MOSCAD-L - 4

- Mission Critical Sites – 11
  - Lift Stations – LS005, LS009, LS013, LS020, LS040, LS047, LS088, LS089, LS100
  - Storm Sites – Boyd Gates; Baywinds Storm

Note

[(1)] – it is not clear if the city wants to include these sites in the scope of this job.


LS001
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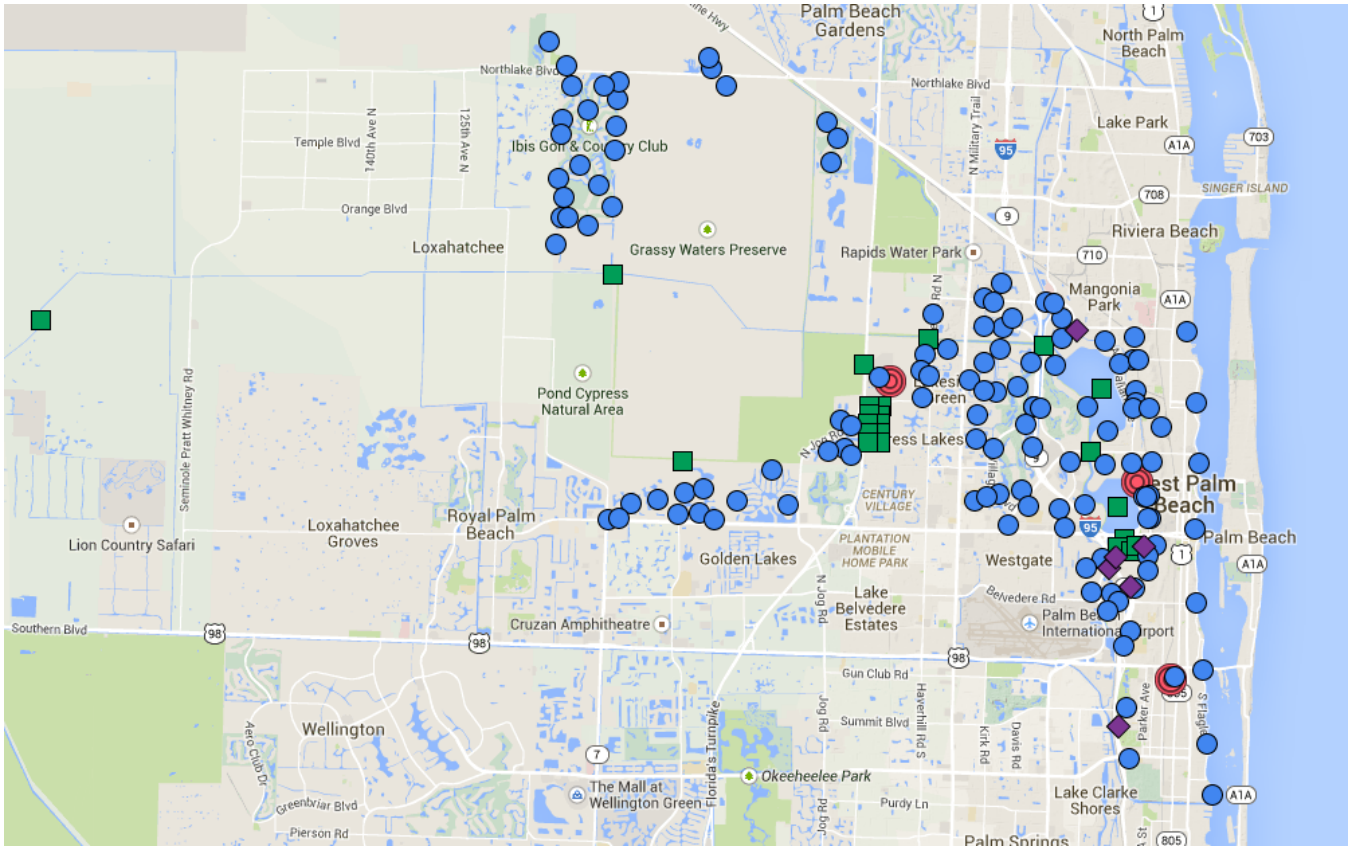
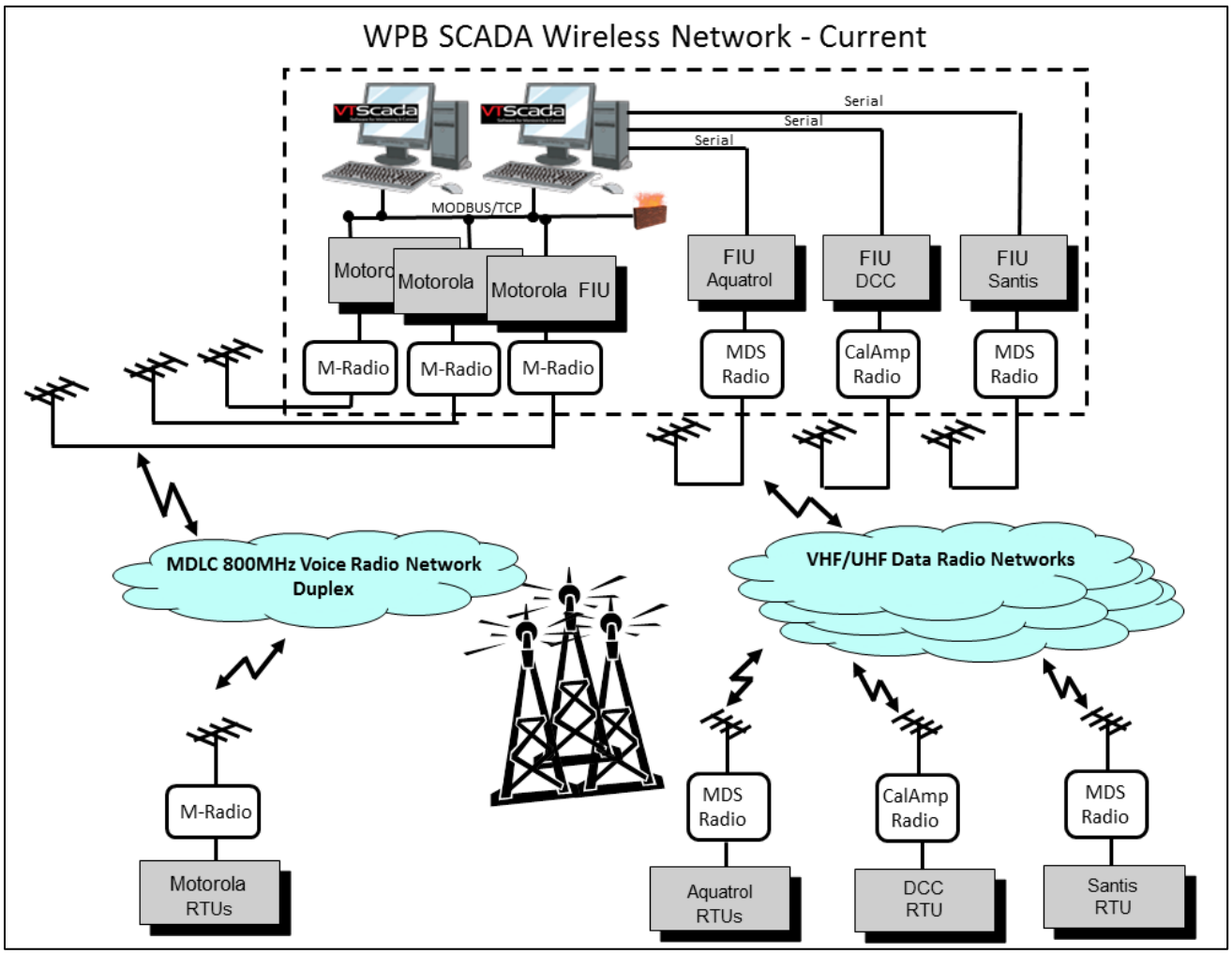
Drehar Park Monkey Pond
Fire Station #2
Boyd St Control Structure
Divide Structure & Sampler
Clear Lake
Connecting Canal
WTP Tower 1
Control 8
Control 8M Canal
Carver Canal Control Structure


Palm Beach Gardens
North Palm Beach
Northlake Blvd
Lake Park
Temple Blvd
Orange Blvd
Loxahatchee
Grassy Waters Preserve
Rapids Water Park
Riviera Beach
Mangonia Park
SINGER ISLAND
Pond Cypress Natural Area
Seminole Pratt Whitney Rd
Lion Country Safari
Loxahatchee Groves
Royal Palm Beach
Golden Lakes
CENTURY VILLAGE
PLANTATION MOBILE HOME PARK
Westgate
Lake Belvedere Estates
Palm Beach
Cruzan Amphitheatre
Southern Blvd
Gun Club Rd
Summit Blvd
Wellington
The Mall at Wellington Green
Okeeheelee Park
Lake Clarke Shores
Palm Springs
Purdy Ln
Pierson Rd
Greenbriar Blvd
Aero Club Dr

- FCC and RF Status (SCADA Frequency Allocation 110514.XLSX)
  - 218.375 MHz Lift Stations "Santis" stations licensed
  - 216.900 MHz Still licensed, but abandoned by Lift Stations "Santis" stations licensed
  - 153.575 MHz Water Plant Repump stations licensed
  - 854.3375 / 809.3375 MHz Lift Stations "Motorola" system licensed
  - 151.3475 MHz Lift Stations "DCC" stations licensed
  - 952.48125 / 928.48125 MHz Lift Stations "Aquatrol" stations licensed
  - 458.200 MHz Wellfield and Control 4 stations licensed
  - 902-928 MHz AWT Level stations. spread spectrum unlicensed

- Wireless WAN (Wide Area Network) Modems
  - Aquatrol
    - Radio Modem – MDS 1000, MDS 2310
    - Network – Serial; Analog; Multi-Drop
    - Speed – up to 9,600bps
  - Cross Star
    - Radio Modem – MDS 1000, MDS 2310
    - Network – Serial; Analog; Multi-Drop
    - Speed – up to 9,600bps
  - DCC
    - Radio Modem – Data Radio T96SR
    - Network – Serial; Analog; Multi-Drop
    - Speed – up to 9,600bps
  - Motorola MOSCAD-L and ACE3600
    - Radio Modem – Motorola MTS2000 and XTL2500; Analog Voice Grade Radio with DPSK Modulation
    - Network – DPSK; Motorola Analog/Digital; Multi-Drop
    - Speed – 1,200bps
  - Santis
    - Radio Modem – MDS 2310
    - Network – Serial; Analog; Multi-Drop
    - Speed – up to 9,600bps
- SCADA Software
  - VTScada Version 9.7
  - Redundancy
    - Primary Server IP address: 10.30.7.5
    - Secondary Server IP address: 10.71.3.12
  - Users
    - Current – 78
      - Admin – 3
      - Supervisors – 15
      - Operators – 60
    - Future - 100
  - Field Interface
    - DCC Master Polling Station - Serial Port 6 on Primary Server; 4,800bps
      Santis Master Polling Station - Serial Port 2 on Primary Server; 9,600bps
      Aquatrol Master Polling Station - Serial Port 5 on Primary Server; 1,200bps
    - Motorola RTUs

- 3 FIUs (Field Interface Units) – MODBUS TCP/IP
- DCR Layer - VTScada interface the FIUs is through DCR Layer. The VTScada cannot be upgraded to a newer version unless DCR Layer will support the new version.



- Cyber Security
  - The SCADA system has some simple Firewall at the Corporate LAN.
  - The SCADA software utilized Access Management with Privilege List.
    - Remote access through Corporate VPN
  - The SCADA system does not have any Cyber Security at the wireless networks (WAN).
  - The SCADA system does not have any Cyber Security at the RTUs.

- Asset, In-Service Inventory and Version Control Management
  - The Department has no tool to manage Asset, In-Service Inventory and Versions.
  - Due to the on-going migrations from old RTUs to new ones, and lack of management tool, the information we gathered is inconsistent and does not follow the in-service inventory.

Analysis and Recommendations

1. General

Throughout the analysis process we evaluated different components and aspects of the SCADA system and their impact. The analysis took into consideration the information we gathered during the discovery, as well as Star Controls' knowledge base and experience. For each component or aspect, we examined different options, with pros-cons for each.

While reading the recommendations it is important to note the following points:

- Scope of work - Star Controls identified, during the data gathering stage, components and aspects of the SCADA system that were not in the original scope of this project but clearly required immediate improvement. Star Controls decided to include recommendations on these items, since they are important to the success of the migration/upgrade of the SCADA system.
- Business Continuity and Implementation Timeline – the suggested timeline to implement the recommendations will take into consideration Business Continuity. At any given time of up
- The final budget and schedule for implementation will be decided together with the Department's personnel.

1.1 Wireless Wide Area Network

While evaluating the current wireless networks (WAN), and identifying the opportunities for improvement, we recognized different technological and operational aspects.

- Private vs. Public Network
- Analog vs. Digital
- IP based link vs. Circuit Switch
- Licensed vs. Unlicensed
- Market trends and regulations, which dictate availability of frequencies and efficient use of RF resources, e.g. Narrowband.

Current wireless network:

- The SCADA system is utilizing an outdated hybrid wireless Sub-Networks, which are based on the following technologies:
    - Old GE-MDS modems
    - Old CalAmp (Data Radio) modems
    - Slow Motorola DPSK modem on a voice grade radio network
- Many of the modems are so old that it is hard to find replacements. The old modulation that the existing modems use makes it impossible to replace them with newer modems from the same vendor.
- The performance of modems is inadequate to satisfy the requirements of modern SCADA systems. The current technologies are not ready to support the requirements of the next generation SCADA systems.
- Coverage - the coverage is accomplished by repeaters located on towers.
    - The city is in the process of relocating the towers. See attached locations in Appendix A.
- The Maintenance team has no software to log, analyze and troubleshoot the wireless networks.

Analysis:

- The different wireless technologies ("Babylon Tower") that are used in the current system present a major maintenance challenge to the Maintenance team. Combined with the aging RTUs, the maintenance of the wireless networks presents a risk to the availability of the SCADA system.
- The aging RTUs are holding the Department from migrating to IP based wireless technologies. Please refer to details in the section that address the RTUs.
- The Department has no tools to detect and troubleshoot problems in the wireless networks.
    - Many of the problems are currently fixed though "trial and error" efforts.
    - There are no tools to identify and proactively address degradation in performance before it becomes a problem.
- The Warm-up Time of the Motorola voice grade radios is very long, which becomes a major bottleneck in system's efficiency.
- The Motorola MDLC protocol (i.e. see details later in this document) compensates for some of these delays by supporting unsolicited mode of communications. Yet, the voice grade radios prevent sending more detailed information from the sites (e.g. trending of water level) or adding more RTUs on the same channel.
    - The current implementation of the MDLC protocol is poor and does not leverage the actual potential of this advanced protocol.

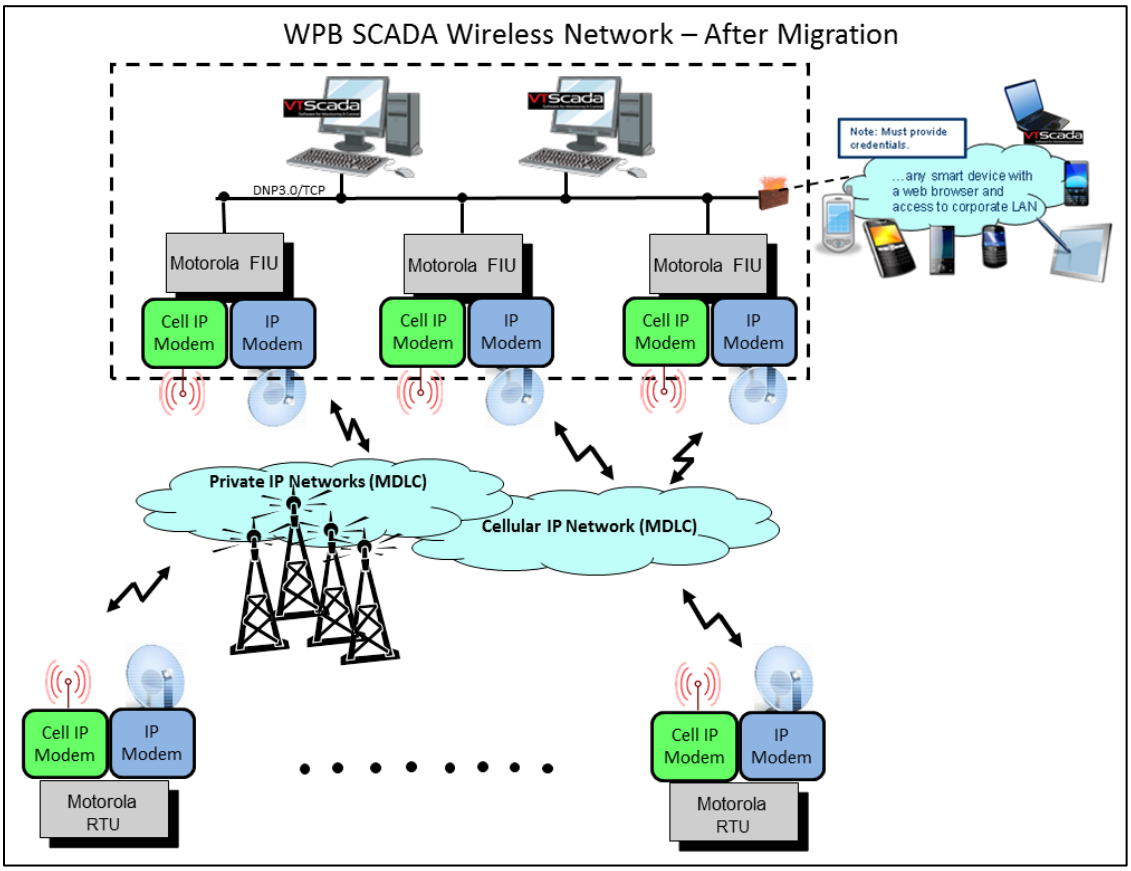
Recommendations:

- The migration of the wireless networks to IP based is necessary.
    - IP based will allow the Department to benefit from different available wireless technologies. And will allow simple migration to future wireless technologies, e.g. LTE.
    - Wireless IP network will allow an immediate improvement of data flow from the SCADA sites to the SCADA server.
    - Wireless IP networks will allow the Department to add, in a later stage, additional remote applications that will be required, such as site surveillance and access management.
- To secure smooth migration to IP based networks, while taking into consideration the time constraints and migration of old RTUs to new ones, we recommend developing two parallel wireless networks.
    - One network will be based on Cellular Network.
        - This network will be available immediately and allow fast migration.
        - This network will guarantee "Business Continuity," so at any given time the SCADA server will have access to the remote sites.
    - The second network will be a Private Network that the city will develop for the SCADA (i.e. and maybe other applications).
        - The private network will leverage the towers that the city is deploying
        - We recommend two technologies that have been vastly used for SCADA:
            - Wide Band Point-to-Multipoint PMP100 of Cambium Networks and PTP800 (www.cambiumnetworks.com/products).
                - The city already uses the technology for the city –Wide Cameras system
            - Narrow Band networks from two suppliers
                - CalAmp Viper-SC - www.calamp.com/products/ip-modems-and-routers/viper-sc. CalAmp is the supplier of one of the existing old data radios.
                - GE MDS SD - www.gedigitalenergy.com/Communications/catalog/sdseries.htm GE MDS is the supplier of few existing old data radios.

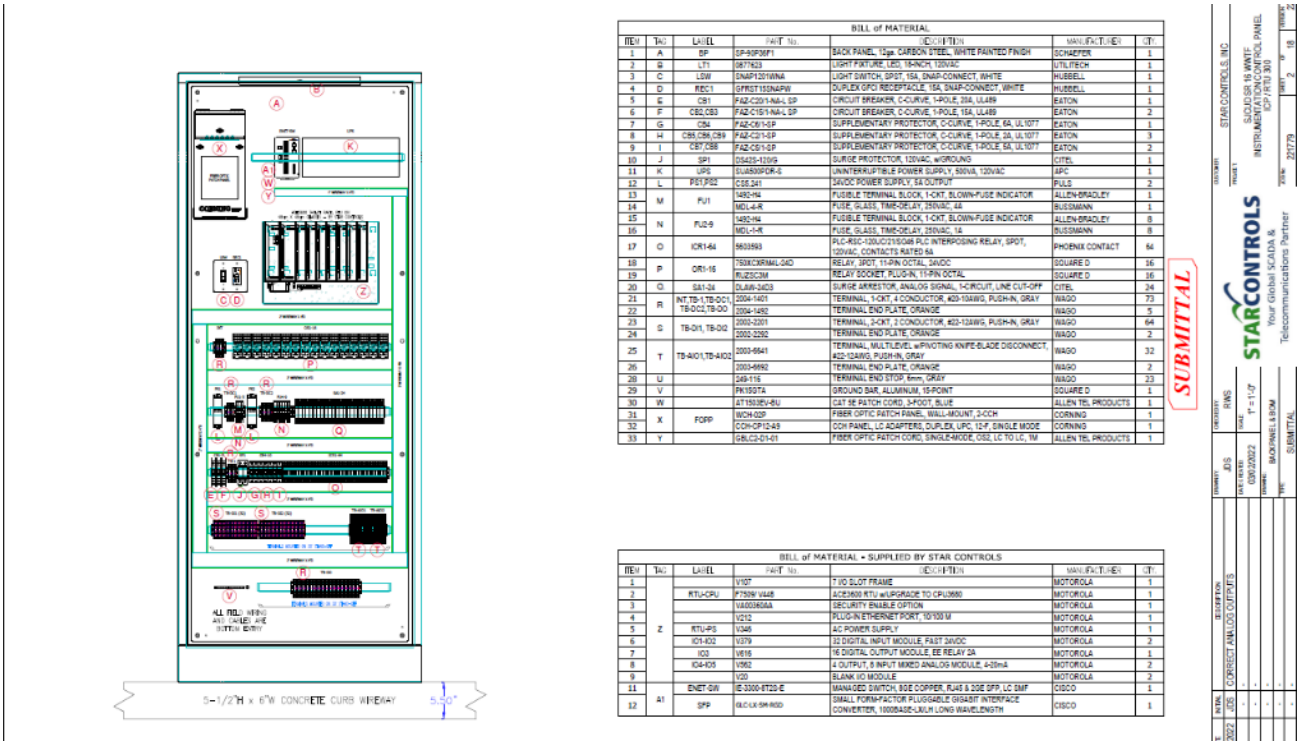
        For details on Cellular and the IP Wireless modems please refer to Appendix L.
    - 4th Tower - Cambium Networks engineer recommend adding 4th tower in the following area:

  - Each remote site (i.e. RTU) will have two modems, one for each network.
  - The IP wireless modems, at least those that are on the Cellular Network, must have Serial and Ethernet ports to interface with the RTUs. This will allow RTUs, such as the Motorola MOSCAD-L, to use the IP network. This will "buy time" for the migration of the RTUs.
    - More details are included in the RTU section.
  - Cyber Secure – all networks will be "secured over the air," based on the following requirements:
    - Private IP Addressing
    - VPN
    - AES 128 Encryption
    -

- Cluster Mode - we recommend that the communication scheme use the two networks in Cluster Mode. The Cluster Mode presents **higher availability** than redundant networks.
  - The Cluster Mode does not require any "switch-over" time that is required in a Redundant Mode.
- Software Diagnostics for Maintenance and Troubleshooting – we recommend that the RTUs and Wireless Networks will provide the Maintenance team with information that will enable them to log event and analyze them to troubleshoot or proactively prevent problems in the wireless network.
- Independent Backup Monitoring System during migration and beyond – we recommend that during the migration/upgrade process the Mission Critical Sites and/or Information be monitored by an independent Cloud Based monitoring system.
  - The monitoring system will be available IMMEDIATELY.
  - The system will leverage an EXISTING instrumentation.
  - The backup system will not be dependent on the availability of the SCADA system, both SCADA software and its wireless network.
- We recommend that the Department hold a Pilot Project with cellular communications. The pilot will include sites with existing Motorola MOSCAD-L and ACE3600.


WPB SCADA Wireless Network – After Migration
VTScada
VTScada
DNP3.0/TCP
Note: Must provide credentials.
...any smart device with a web browser and access to corporate LAN
Motorola FIU
Motorola FIU
Motorola FIU
Cell IP Modem
IP Modem
Cell IP Modem
IP Modem
Cell IP Modem
IP Modem
Private IP Networks (MDLC)
Cellular IP Network (MDLC)
Cell IP Modem
IP Modem
Motorola RTU
Cell IP Modem
IP Modem
Motorola RTU

Products / Installations



BILL of MATERIAL

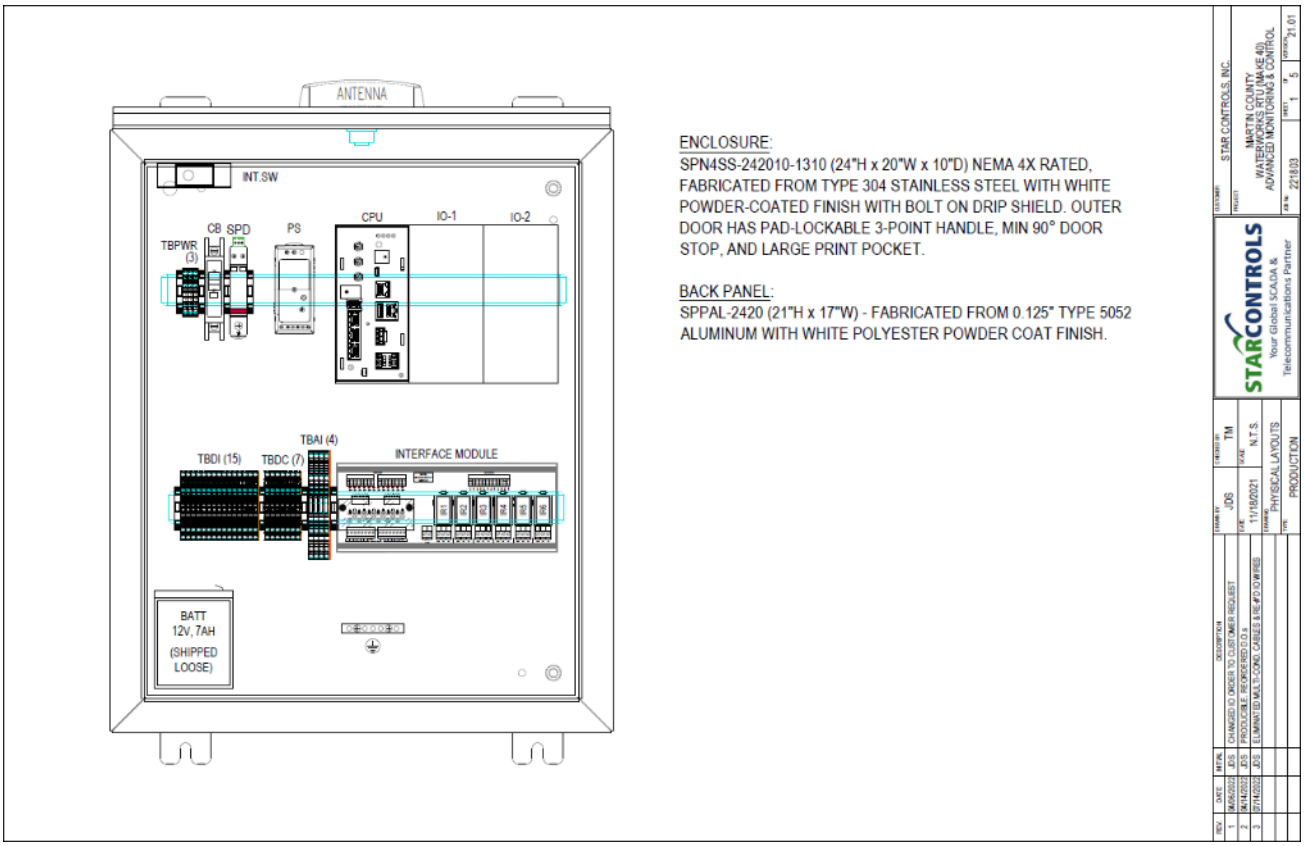
ITEM	TAG	LABEL	PART No.	DESCRIPTION	MANUFACTURER	QTY.
1	A	BP	SP-90P36F1	BACK PANEL, 12ga. CARBON STEEL, WHITE PAINTED FINISH	SCHAEFER	1
2	B	LT1	6877423	LIGHT FIXTURE, LED, 18-INCH, 120VAC	UTILITECH	1
3	C	LSW	SNAP1201WNA	LIGHT SWITCH, SPDT, 15A, SNAP-CONNECT, WHITE	HUBBELL	1
4	D	REC1	GFRST15SNAPW	DUPLEX GFCI RECEPTACLE, 15A, SNAP-CONNECT, WHITE	HUBBELL	1
5	E	CB1	FAZ-C20/1-NA-L SP	CIRCUIT BREAKER, C-CURVE, 1-POLE, 20A, UL489	EATON	1
6	F	CB2,CB3	FAZ-C15/1-NA-L SP	CIRCUIT BREAKER, C-CURVE, 1-POLE, 15A, UL489	EATON	2
7	G	CB4	FAZ-C6/1-SP	SUPPLEMENTARY PROTECTOR, C-CURVE, 1-POLE, 6A, UL1077	EATON	1
8	H	CB5,CB6,CB9	FAZ-C3/1-SP	SUPPLEMENTARY PROTECTOR, C-CURVE, 1-POLE, 3A, UL1077	EATON	3
9	I	CB7,CB8	FAZ-C5/1-SP	SUPPLEMENTARY PROTECTOR, C-CURVE, 1-POLE, 5A, UL1077	EATON	2
10	J	SP1	DS425-120/0	SURGE PROTECTOR, 120VAC, w/GROUND	CITEL	1
11	K	UPS	SUA650PCR-2	UNINTERRUPTIBLE POWER SUPPLY, 650VA, 120VAC	APC	1
12	L	PS1,PS2	CQE-241	24VDC POWER SUPPLY, 5A OUTPUT	PULS	2
13	M	FU1	1492-H4	FUSIBLE TERMINAL BLOCK, 1-CKT, BLOWN-FUSE INDICATOR	ALLEN-BRADLEY	1
14			MDL-4-R	FUSE, GLASS, TIME-DELAY, 250VAC, 4A	BUSSMANN	1
15	N	FU2-9	1492-H4	FUSIBLE TERMINAL BLOCK, 1-CKT, BLOWN-FUSE INDICATOR	ALLEN-BRADLEY	8
16			MDL-1-R	FUSE, GLASS, TIME-DELAY, 250VAC, 1A	BUSSMANN	8
17	O	ICR1-64	5603593	PLC-RSC-120UC/21SC/64 PLC INTERFACING RELAY, SPDT, 120VAC, CONTACTS RATED 6A	PHOENIX CONTACT	64
18	P	OR1-16	750XCKRMIL-24D	RELAY, 3PDT, 11-PIN OCTAL, 24VDC	SQUARE D	16
19			RUZSC3M	RELAY SOCKET, PLUG-IN, 11-PIN OCTAL	SQUARE D	16
20	Q	SA1-24	DLAW-24D3	SURGE ARRESTOR, ANALOG SIGNAL, 1-CIRCUIT, LINE CUT-OFF	CITEL	24
21	R	INT,TB-1,TB-DO1 TB-DO2,TB-DO	2004-1401	TERMINAL, 1-CKT, 4 CONDUCTOR, #20-10AWG, PUSH-IN, GRAY	WAGO	73
22			2004-1492	TERMINAL END PLATE, ORANGE	WAGO	5
23	S	TB-DI1, TB-DI2	2002-2201	TERMINAL, 2-CKT, 2 CONDUCTOR, #22-12AWG, PUSH-IN, GRAY	WAGO	64
24			2002-2292	TERMINAL END PLATE, ORANGE	WAGO	2
25	T	TB-AIO1,TB-AIO2	2003-6641	TERMINAL, MULTILEVEL w/PIVOTING KNIFE-BLADE DISCONNECT, #22-12AWG, PUSH-IN, GRAY	WAGO	32
26			2003-6692	TERMINAL END PLATE, ORANGE	WAGO	2
28	U		249-116	TERMINAL END STOP, 6mm, GRAY	WAGO	23
29	V		PK15GTA	GROUND BAR, ALUMINUM, 15-POINT	SQUARE D	1
30	W		AT1503EU-BU	CAT 5E PATCH CORD, 3-FOOT, BLUE	ALLEN TEL PRODUCTS	1
31	X	FOPP	WCH-03P	FIBER OPTIC PATCH PANEL, WALL-MOUNT, 3-CCH	CORNING	1
32			CCH-CP12-E9	CCH PANEL, LC ADAPTERS, DUPLEX, UPC, 12-F, SINGLE MODE	CORNING	1
33	Y		G4LC2-D1-01	FIBER OPTIC PATCH CORD, SINGLE-MODE, OS2, LC TO LC, 1M	ALLEN TEL PRODUCTS	1

BILL of MATERIAL - SUPPLIED BY STAR CONTROLS

ITEM	TAG	LABEL	PART No.	DESCRIPTION	MANUFACTURER	QTY.
1			V107	7 I/O SLOT FRAME	MOTOROLA	1
2		RTU-CPU	P7509V V448	ACE3600 RTU w/UPGRADE TO CPU3680	MOTOROLA	1
3			V4000K00AA	SECURITY ENABLE OPTION	MOTOROLA	1
4			V212	PLUG-IN ETHERNET PORT, 10/100 M	MOTOROLA	1
5	Z	RTU-PS	V346	AC POWER SUPPLY	MOTOROLA	1
6		IO1-IO2	V379	32 DIGITAL INPUT MODULE, FAST 24VDC	MOTOROLA	2
7		IO3	V616	16 DIGITAL OUTPUT MODULE, EE RELAY 2A	MOTOROLA	1
8		IO4-IO5	V562	4 OUTPUT, 8 INPUT MIXED ANALOG MODULE, 4-20mA	MOTOROLA	2
9			V20	BLANK I/O MODULE	MOTOROLA	2
11		ENET-SW	IE-3300-8T2S-E	MANAGED SWITCH, 8GE COPPER, RJ45 & 2GE SFP, LC SMF	CISCO	1
12	A1	SFP	GLC-LX-SM-RGD	SMALL FORM-FACTOR PLUGGABLE GIGABIT INTERFACE CONVERTER, 1000BASE-LX/LH LONG WAVELENGTH	CISCO	1

SUBMITTAL

STAR CONTROLS, INC
SUDS IS 16 WWTF
INSTRUMENTATION CONTROL PANEL
ICP / RTU 300
JDS | RWS | 1"=1'-0" | 03/12/2022 | BACKPANEL & BOM | SUBMITTAL
STARCONTROLS Your Global SCADA & Telecommunications Partner

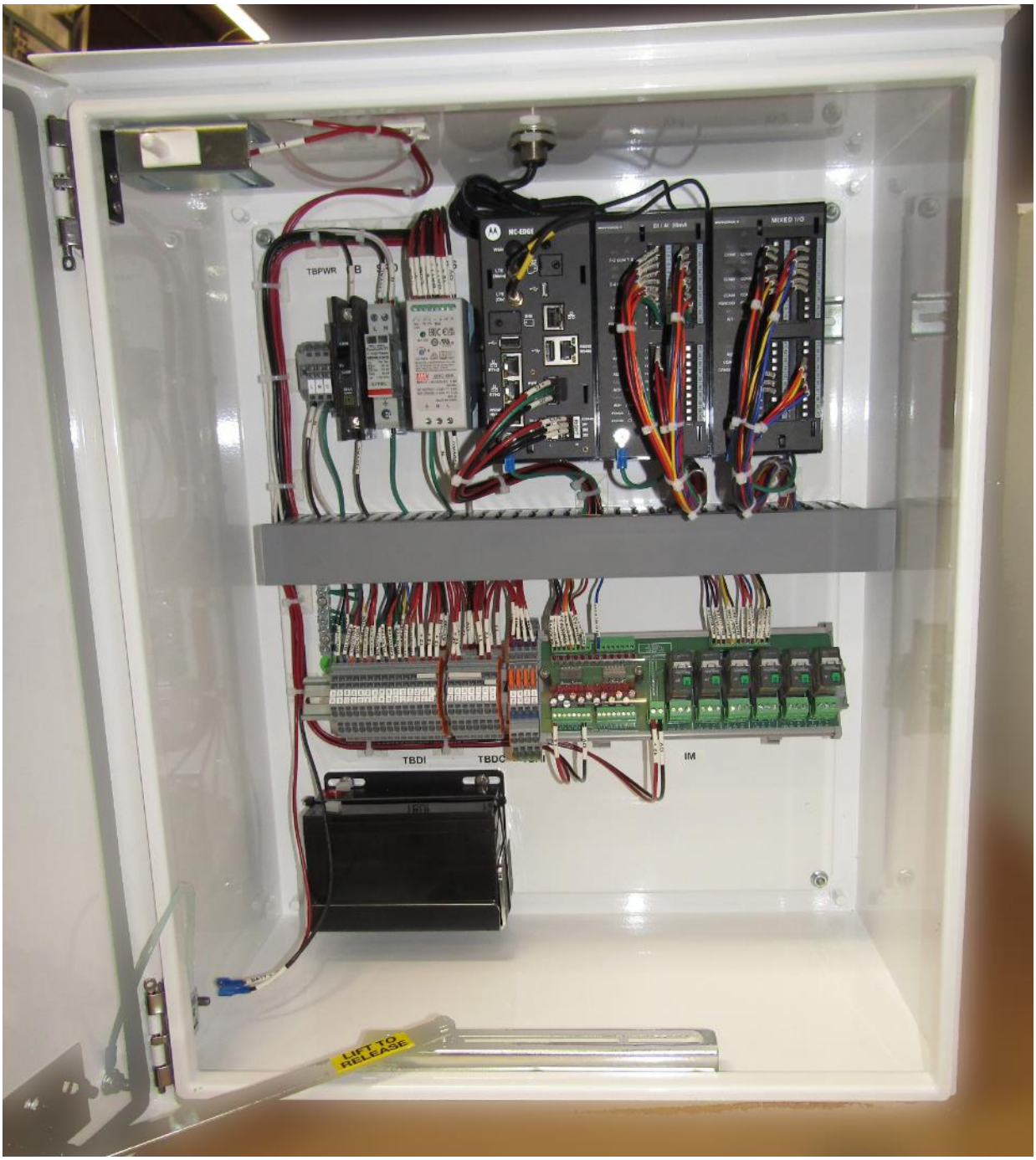


ENCLOSURE:
SPN4SS-242010-1310 (24"H x 20"W x 10"D) NEMA 4X RATED, FABRICATED FROM TYPE 304 STAINLESS STEEL WITH WHITE POWDER-COATED FINISH WITH BOLT ON DRIP SHIELD. OUTER DOOR HAS PAD-LOCKABLE 3-POINT HANDLE, MIN 90° DOOR STOP, AND LARGE PRINT POCKET.

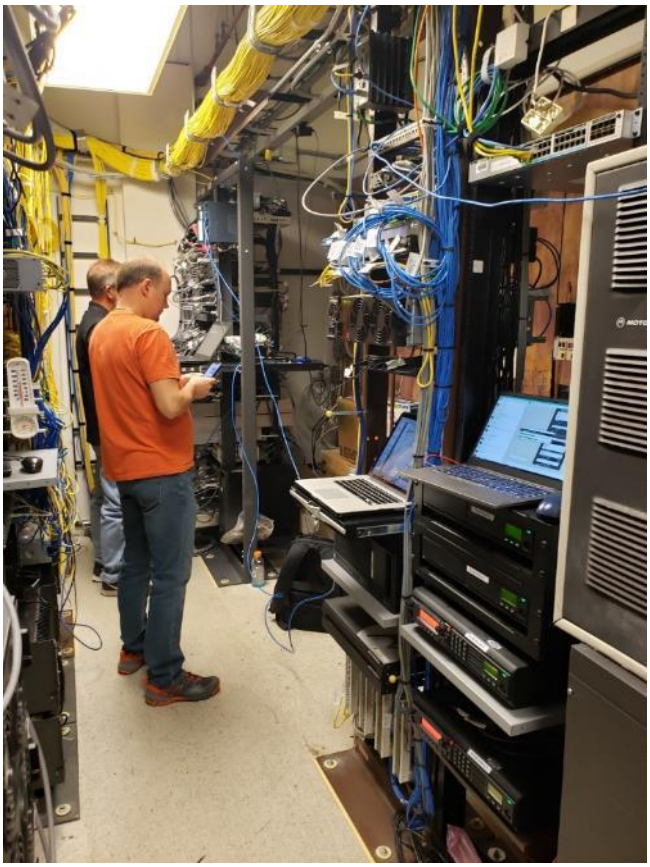
BACK PANEL:
SPPAL-2420 (21"H x 17"W) - FABRICATED FROM 0.125" TYPE 5052 ALUMINUM WITH WHITE POLYESTER POWDER COAT FINISH.

REV.	DATE	INITIAL	DESCRIPTION
1	06/04/2020	JDS	CHANGED IO ORDER TO CUSTOMER REQUEST
2	06/14/2020	JDS	PRODUCIBLE, REORDERED I.O.s
3	07/14/2020	JDS	ELIMINATED MULTI-COND. CABLES & REAPED WIRES

STAR CONTROLS, INC
MARTIN COUNTY
WATERWORKS RTU (MAKE 40)
ADVANCED MONITORING & CONTROL
DRAWN BY: JDS | CHECKED BY: TM | DATE: 11/18/2021 | SCALE: N.T.S. | DRAWING: PHYSICAL LAYOUTS | TYPE: PRODUCTION | JOB No. 221803 | SHEET 1 OF 5 | DRAWING No. 21.01
STARCONTROLS Your Global SCADA & Telecommunications Partner

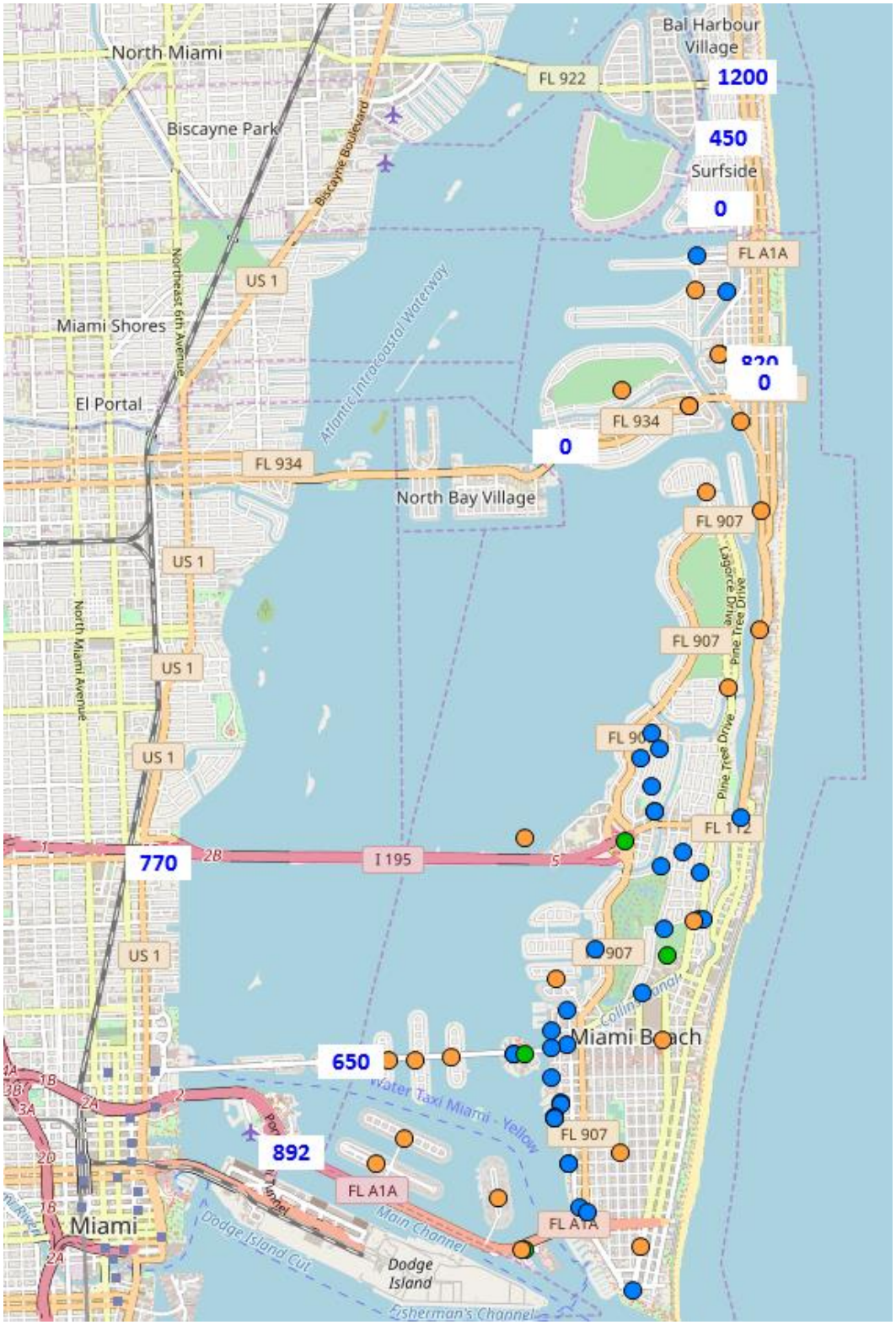

TBPWR
TBDI
TBDO
IM
LIFT TO RELEASE

OPEN
OPEN



9094.71

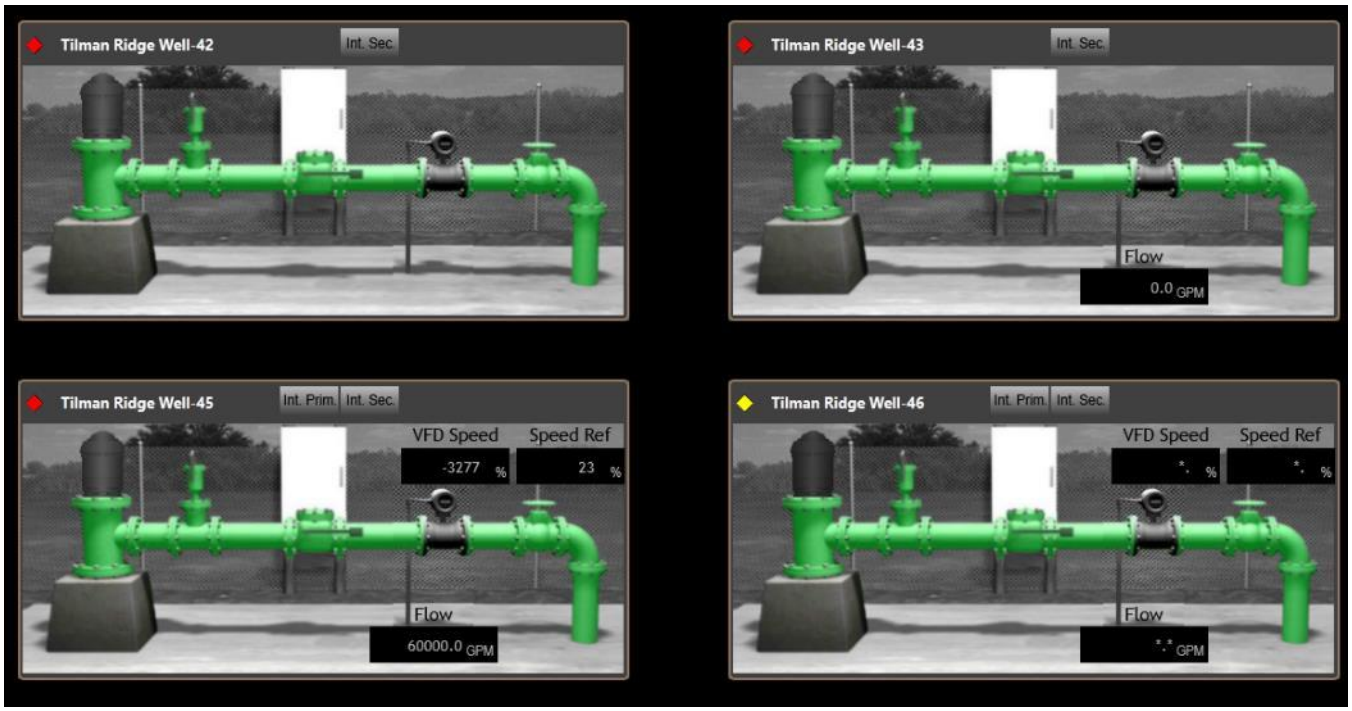
SCADA graphics



NE WTP
VTScada
NE Utilities OVERVIEW
Alarms
Acknowledge All
GST1 High Level Alarm Normal
GST1 Low Level Alarm Normal
GST2 High Level Alarm Normal
GST2 Low Level Alarm Normal
Low Level GST - Pumps OFF Normal
RTU AC Power Normal
ATS Normal Not Normal
ATS Emergency Not Emergency
Generator Running Stopped
Generator Fail Normal
Main Breaker Open Normal
Main Breaker Tripped Normal
RTU Door OPEN
VFD 1 Comm Failure Normal
VFD 2 Comm Failure Normal
VFD 3 Comm Failure Normal
VFD 4 Comm Failure Normal
Module 1 Normal
Module 2 Normal
Module 3 Normal
Module 4 Normal
Module 5 Normal
Overview
Pumps
Hypo Pumps
Process SP
Tank Control SP
Process Alarm SP
Chemical Alarm SP
pH 6.5
PSI IN 50.0
Chlorine 5.00
Flow IN 2500
Altitude Valve OPEN
GST1 Level 15.60 FT
GST2 Level 15.60 FT
PSI OUT 75.0
Flow OUT 2800
High Service Pumps (HSP)
48.2 Hz
52.0 Hz
52.0 Hz
0.0 Hz
Chlorine Pumps
1 2 3
Pump Control
Chlorine Pumps
Station Control
High Service Pumps
Normal
OVERIDE
DISABLED

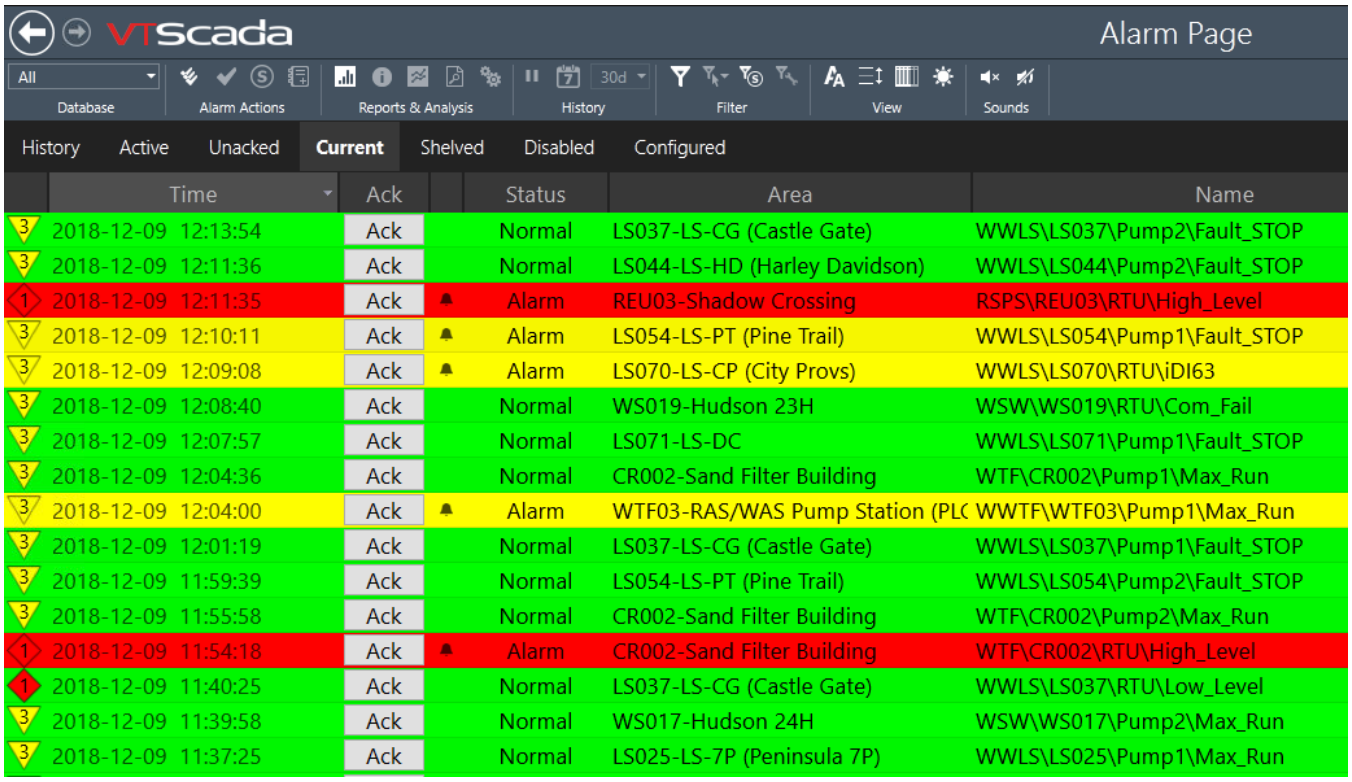
NE WTP
VTScada
Maint Screen
P-101
53.6 Hz
RUNNING
AUTO
No Fault
not forced
not disabled
P-102
0.0 Hz
Stopped
AUTO
No Fault
not forced
not disabled
P-103
0.0 Hz
Stopped
AUTO
No Fault
not forced
not disabled
P-104
0.0 Hz
Stopped
AUTO
No Fault
not forced
not disabled
Starts / Runtimes
Reset Starts
Reset RTM
70.6 PSI
GST Level 22.7
Pressure 70.6
Target PSI 70.0
Pumps Running 1
High PSI timer 60
low PSI timer 20
Max Speed 60.0
Min Speed 51.3
Jockey Max Speed 60.0
Jockey Min Speed 55.1
Time HIGH 60
Time LOW 20
HI PSI SP 73.0
LO PSI SP 67.0
Pump OFF Timer 0
Spd Adj Time 2.00
Phase 4
Step 2
Large PSI Diff 5.0
Med PSI Diff 3.0
Small PSI Diff 1.0
Speed Adj 1 7.5
Speed Adj 2 1.0
Speed Adj 3 0.18
GST1 Level 22.7 FT
PSI OUT 70.5 PSI
Flow OUT 1008 Gpm
simulate GST
Simulate PSI
HSP 1 Comm Failure
HSP 2 Comm Failure
HSP 3 Comm Failure
HSP 4 Comm Failure

Mobile Device Displays



Treatment Plant Examples -Style “Photo-realistic”

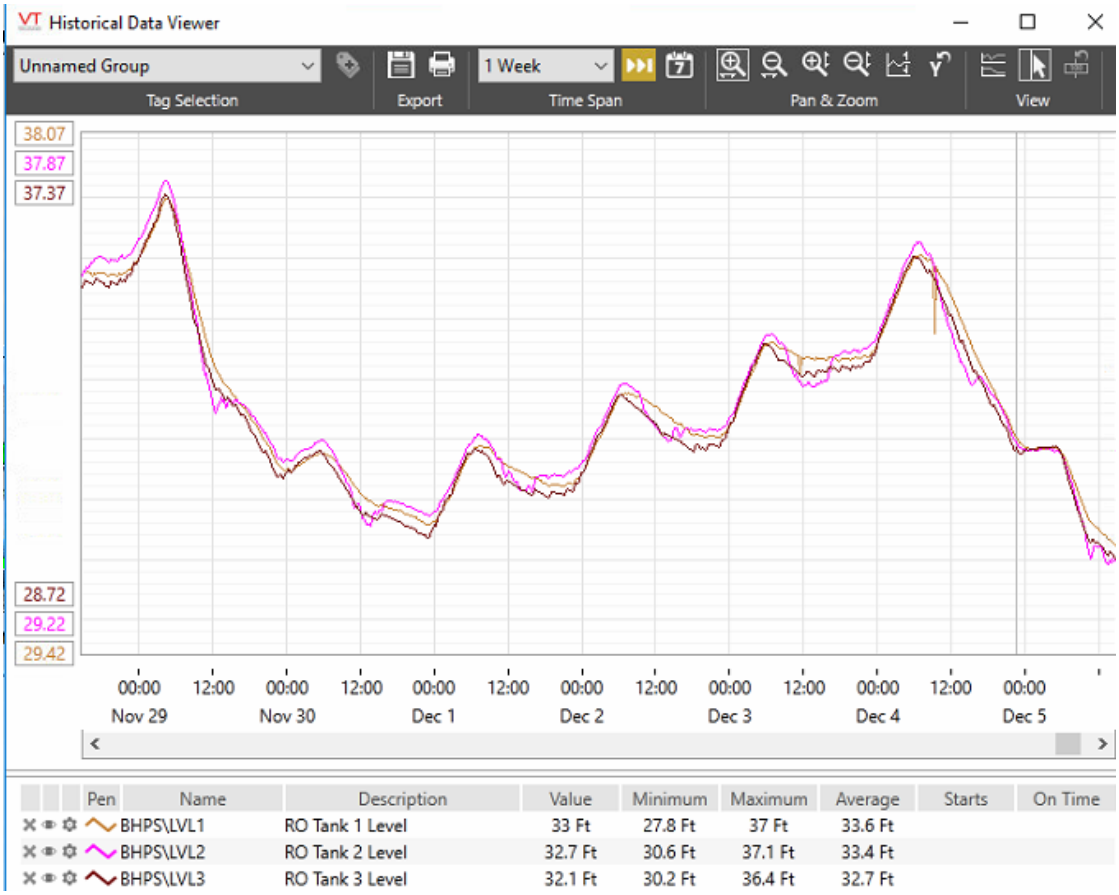
Alarms and Miscellaneous



Time	Ack	Status	Area	Name
2018-12-09 12:13:54	Ack	Normal	LS037-LS-CG (Castle Gate)	WWLS\LS037\Pump2\Fault_STOP
2018-12-09 12:11:36	Ack	Normal	LS044-LS-HD (Harley Davidson)	WWLS\LS044\Pump2\Fault_STOP
2018-12-09 12:11:35	Ack	Alarm	REU03-Shadow Crossing	RSPS\REU03\RTU\High_Level
2018-12-09 12:10:11	Ack	Alarm	LS054-LS-PT (Pine Trail)	WWLS\LS054\Pump1\Fault_STOP
2018-12-09 12:09:08	Ack	Alarm	LS070-LS-CP (City Provs)	WWLS\LS070\RTU\iDI63
2018-12-09 12:08:40	Ack	Normal	WS019-Hudson 23H	WSW\WS019\RTU\Com_Fail
2018-12-09 12:07:57	Ack	Normal	LS071-LS-DC	WWLS\LS071\Pump1\Fault_STOP
2018-12-09 12:04:36	Ack	Normal	CR002-Sand Filter Building	WTF\CR002\Pump1\Max_Run
2018-12-09 12:04:00	Ack	Alarm	WTF03-RAS/WAS Pump Station (PLC	WWTF\WTF03\Pump1\Max_Run
2018-12-09 12:01:19	Ack	Normal	LS037-LS-CG (Castle Gate)	WWLS\LS037\Pump1\Fault_STOP
2018-12-09 11:59:39	Ack	Normal	LS054-LS-PT (Pine Trail)	WWLS\LS054\Pump2\Fault_STOP
2018-12-09 11:55:58	Ack	Normal	CR002-Sand Filter Building	WTF\CR002\Pump2\Max_Run
2018-12-09 11:54:18	Ack	Alarm	CR002-Sand Filter Building	WTF\CR002\RTU\High_Level
2018-12-09 11:40:25	Ack	Normal	LS037-LS-CG (Castle Gate)	WWLS\LS037\RTU\Low_Level
2018-12-09 11:39:58	Ack	Normal	WS017-Hudson 24H	WSW\WS017\Pump2\Max_Run
2018-12-09 11:37:25	Ack	Normal	LS025-LS-7P (Peninsula 7P)	WWLS\LS025\Pump1\Max_Run

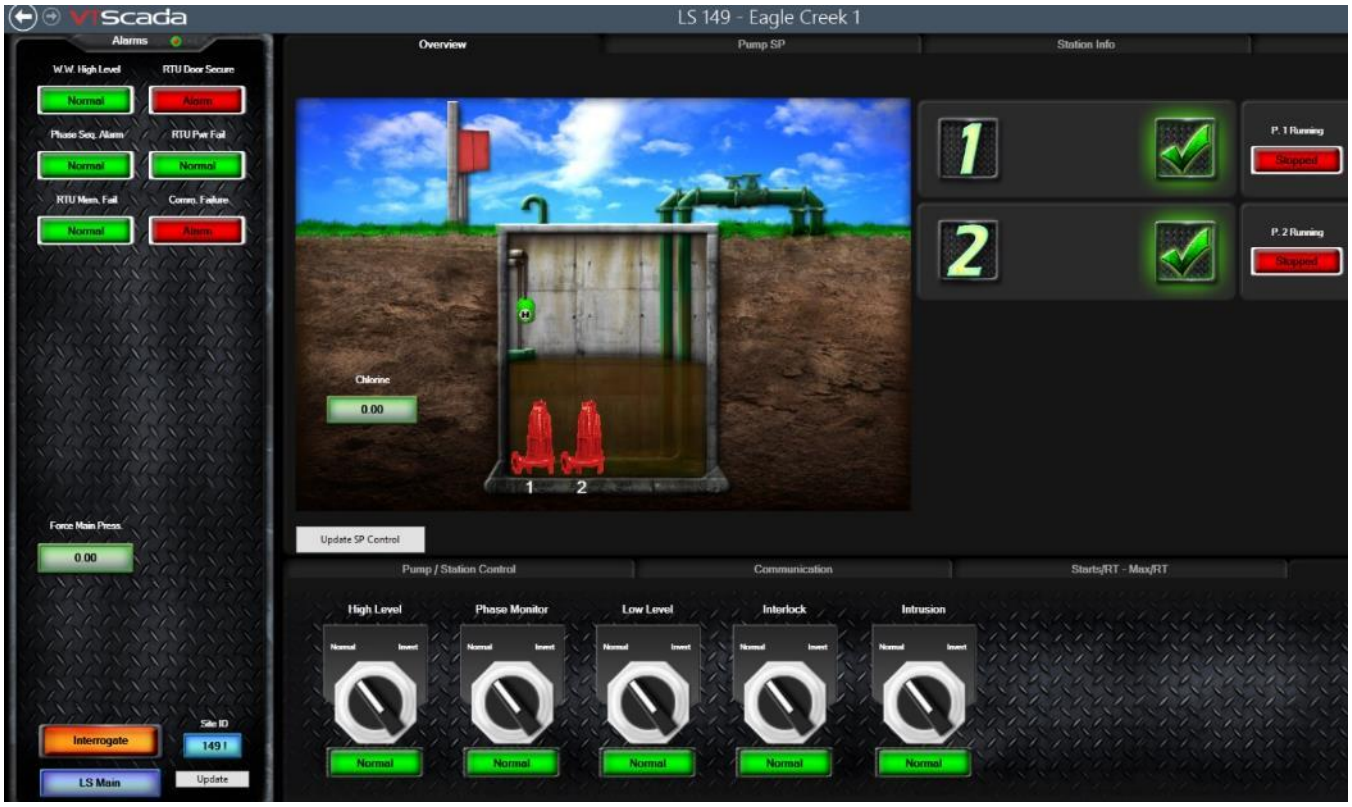
Bad Actors | Alarm Flood | History | Distribution of Priorities

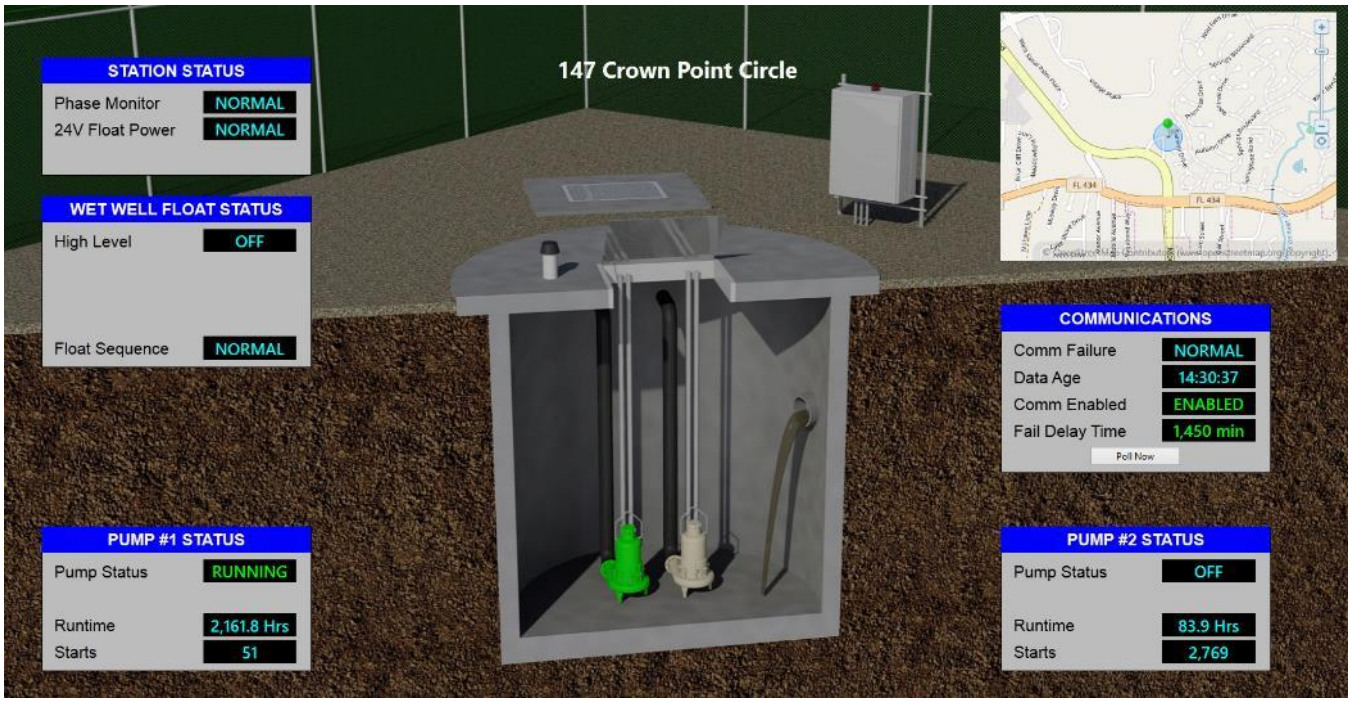
		Area	Name	Description	Count	Percent
1	3	TF729	TF\.\Pump2\Start Fault	Pump 2 Start Fault	559	6.5 %
2	3	MD537	MD\.\Pump2\Start Fault	Pump 2 Start Fault	506	5.9 %
3	3	MD514	MD\.\Pump1\Start Fault	Pump 1 Start Fault	393	4.6 %
4	3	PS148	PS\.\Pump2\Start Fault	Pump 2 Start Fault	321	3.8 %
5	3	PS188	PS\.\Pump1\Start Fault	Pump 1 Start Fault	306	3.6 %
6	3	MD568	MD\.\Pump2\Start Fault	Pump 2 Start Fault	274	3.2 %
7	2	Seagate	Vacuum\.\VP1\VP1_FTR	VACUUM PUMP 1 FAIL TO RUI	201	2.3 %
8	3	PS123	PS\.\Pump2\Start Fault	Pump 2 Start Fault	165	1.9 %
9	4	PS211	PS\.\Pump1\Seal Fail	Pump 1 Seal Fail	138	1.6 %
10	3	North River Shores	Vacuum\.\NRS_ETM3	All Vacuum Pumps Running	120	1.4 %
11	3	PS187	PS\.\Pump1\Start Fault	Pump 1 Start Fault	98	1.1 %
12	3	IQ-CopperLeaf	IQ\.\RTU\ValveLOCAL	Valve in Local	87	1.0 %
13	2	Seagate	..\SEW_HIGH_LKT	SEWAGE TANK HIGH LEVEL LO	65	0.8 %
14	3	Seagate	Vacuum\.\ALM_ACK_PB	ALARM ACKNOWLEDGE PUSH	63	0.7 %
15	2	Seagate	Vacuum\.\SEW_HIGH	SEWAGE TANK HIGH LEVEL AL	63	0.7 %
16	2	Seagate	Vacuum\.\LOW_VAC	LOW VACUUM ALARM	63	0.7 %
17	4	TF718	TF\.\Pump2\Seal Fail	Pump 2 Seal Fail	56	0.7 %
18	4	IQLM-MarinerSands1	LM\.\RTU\Restart	RTU Restart	51	0.6 %
19	3	Seagate	Vacuum\.\SPALL_RUN	ALL SP'S RUNNING	43	0.5 %
20	3	HI430	HI\.\Pump2\Start Fault	Pump 2 Start Fault	41	0.5 %

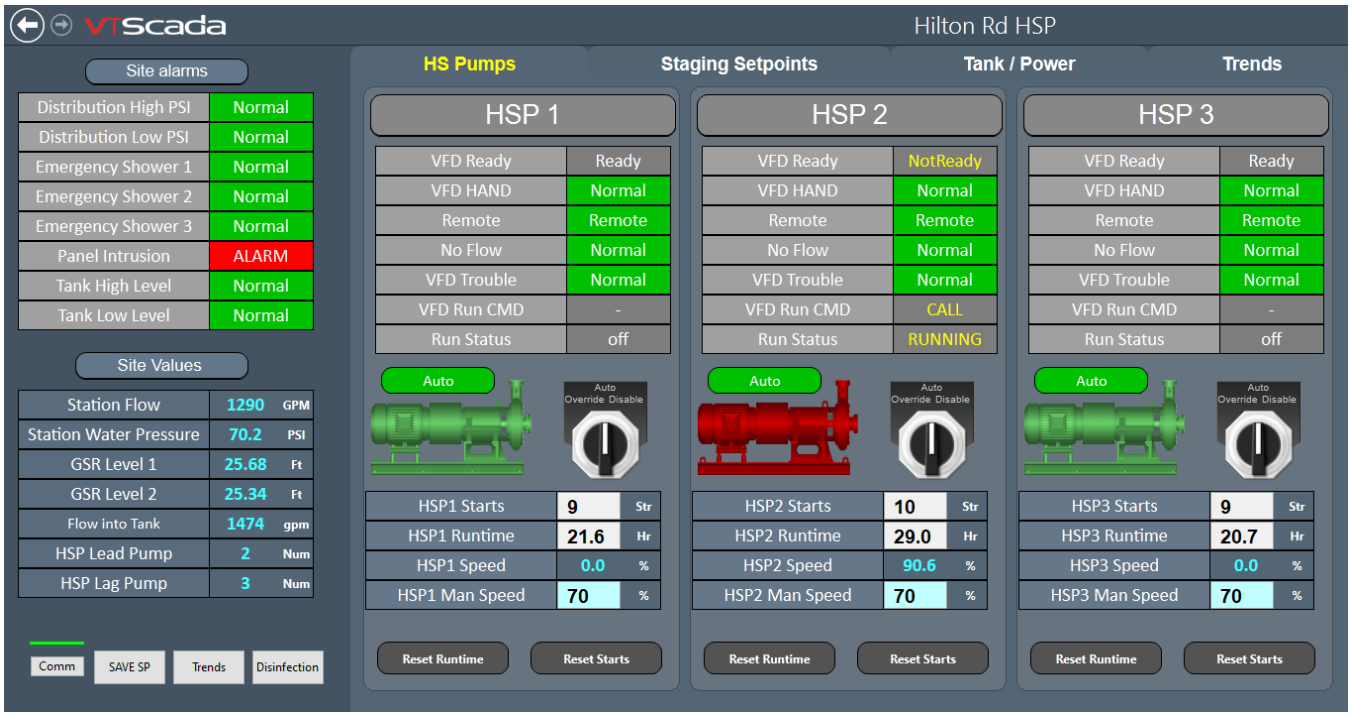

Historical Data Viewer
Unnamed Group
Tag Selection
Export
1 Week
Time Span
Pan & Zoom
View
38.07
37.87
37.37
28.72
29.22
29.42
00:00 Nov 29
12:00
00:00 Nov 30
12:00
00:00 Dec 1
12:00
00:00 Dec 2
12:00
00:00 Dec 3
12:00
00:00 Dec 4
12:00
00:00 Dec 5
Pen Name Description Value Minimum Maximum Average Starts On Time
BHPS\LVL1 RO Tank 1 Level 33 Ft 27.8 Ft 37 Ft 33.6 Ft
BHPS\LVL2 RO Tank 2 Level 32.7 Ft 30.6 Ft 37.1 Ft 33.4 Ft
BHPS\LVL3 RO Tank 3 Level 32.1 Ft 30.2 Ft 36.4 Ft 32.7 Ft

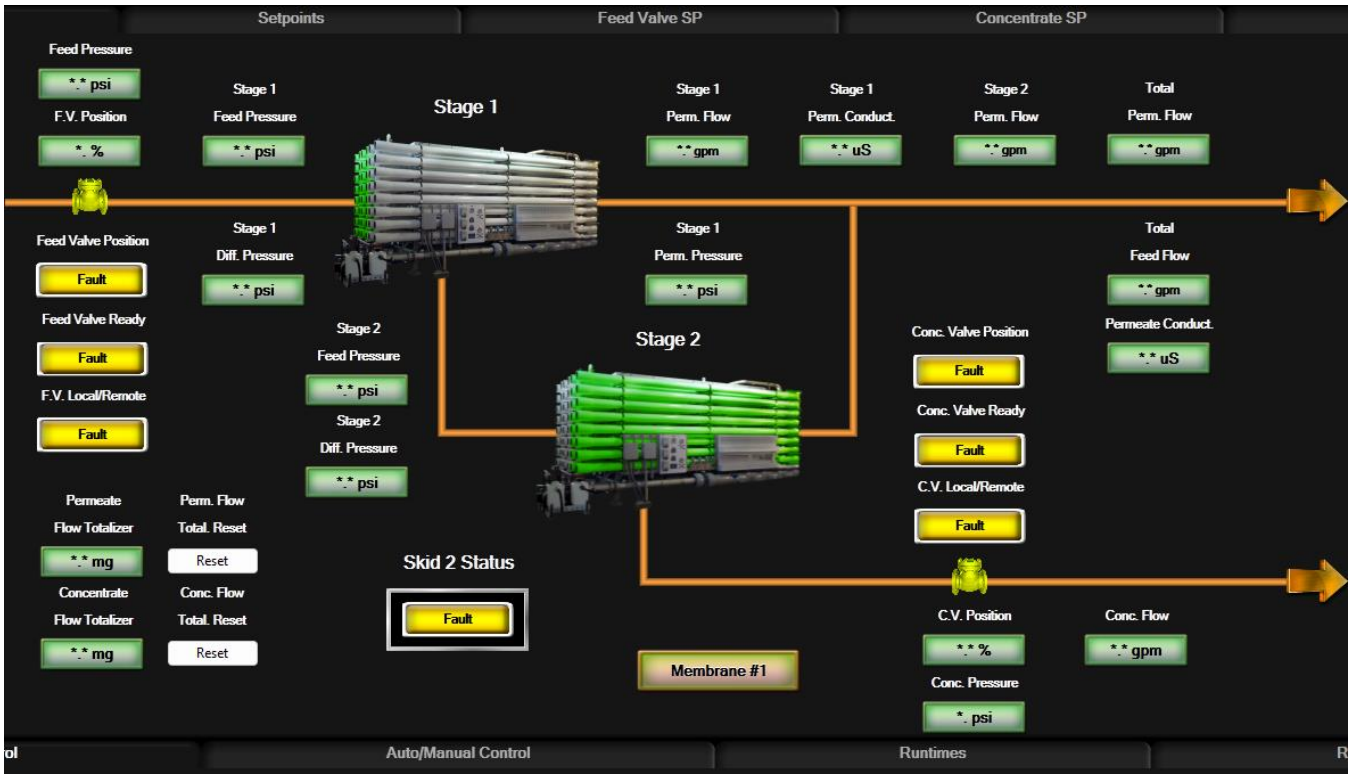
VTScada
All Flows
BHPS flow 16" pipe to BHTS 0
BHRO Flow to BWSC (NEW) 2080
BHTS flow 21" pipe 2224
Windsor PS flow to JFK 1660
BHPS flow 24" pipe to BHTS 0
BHRO Flow to CW 2130
BHTS flow 24" pipe 2940
Windsor PS flow to JFK REVERSE 0
BHRO Flow to BWSC 2080
BHRO Flow to CW (NEW) 2130
Windsor PS flow to Carmichael 405
Windsor RO CW Flow 1150
1 Hour
4 Hour
12 Hour
24 Hours
4 Days
1 Week

Lift station Display Examples






VTScada
Hilton Rd HSP
Site alarms
Distribution High PSI Normal
Distribution Low PSI Normal
Emergency Shower 1 Normal
Emergency Shower 2 Normal
Emergency Shower 3 Normal
Panel Intrusion ALARM
Tank High Level Normal
Tank Low Level Normal
Site Values
Station Flow 1290 GPM
Station Water Pressure 70.2 PSI
GSR Level 1 25.68 Ft
GSR Level 2 25.34 Ft
Flow into Tank 1474 gpm
HSP Lead Pump 2 Num
HSP Lag Pump 3 Num
Comm
SAVE SP
Trends
Disinfection
HS Pumps
Staging Setpoints
Tank / Power
Trends
HSP 1
VFD Ready Ready
VFD HAND Normal
Remote Remote
No Flow Normal
VFD Trouble Normal
VFD Run CMD -
Run Status off
Auto
Auto Override Disable
HSP1 Starts 9 Str
HSP1 Runtime 21.6 Hr
HSP1 Speed 0.0 %
HSP1 Man Speed 70 %
Reset Runtime
Reset Starts
HSP 2
VFD Ready NotReady
VFD HAND Normal
Remote Remote
No Flow Normal
VFD Trouble Normal
VFD Run CMD CALL
Run Status RUNNING
Auto
Auto Override Disable
HSP2 Starts 10 Str
HSP2 Runtime 29.0 Hr
HSP2 Speed 90.6 %
HSP2 Man Speed 70 %
Reset Runtime
Reset Starts
HSP 3
VFD Ready Ready
VFD HAND Normal
Remote Remote
No Flow Normal
VFD Trouble Normal
VFD Run CMD -
Run Status off
Auto
Auto Override Disable
HSP3 Starts 9 Str
HSP3 Runtime 20.7 Hr
HSP3 Speed 0.0 %
HSP3 Man Speed 70 %
Reset Runtime
Reset Starts


Setpoints
Feed Valve SP
Concentrate SP
Feed Pressure
. psi
F.V. Position
*. %
Feed Valve Position
Fault
Feed Valve Ready
Fault
F.V. Local/Remote
Fault
Stage 1
Stage 1 Feed Pressure
. psi
Stage 1 Diff. Pressure
. psi
Stage 1
Stage 1 Perm. Flow
. gpm
Stage 1 Perm. Conduct.
. uS
Stage 1 Perm. Pressure
. psi
Stage 2
Stage 2 Perm. Flow
. gpm
Total Perm. Flow
. gpm
Total Feed Flow
. gpm
Permeate Conduct.
. uS
Stage 2
Stage 2 Feed Pressure
. psi
Stage 2 Diff. Pressure
. psi
Conc. Valve Position
Fault
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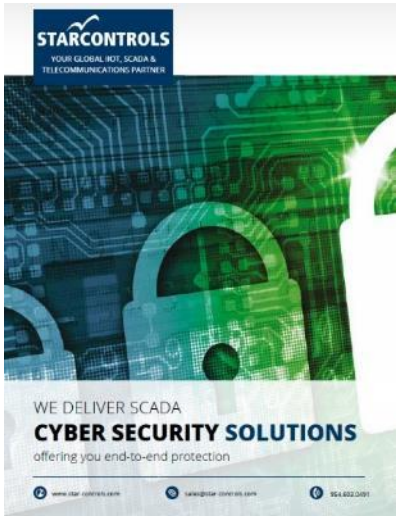

https://star-controls.com/products-services/scada-cyber-security/

Support Services

https://star-controls.com/products-services/support/

Company Website and Brochure

https://star-controls.com/wp-content/uploads/CorporateBrochure-SC19.pdf

https://star-controls.com/about-us/

Council Communication

To: Mayor and Village Council
From: Daniel J. Gulizio, Director of Planning and Developmental Services
Date: January 19, 2023
SUBJECT: **Approval of the Residential Building Permit Allocation System ("BPAS") Ranking and Awards for Quarter 4 of 2022**

Background:
Pursuant to Section 30-475 of the Code of Ordinances (the "Code") of Islamorada, Village of Islands (the "Village"), the Village Council is required to take action after reviewing the Building Permit Allocation System (the "BPAS") Evaluation Report.

Pursuant to Resolution 21-12-127, adopted on December 16, 2021, twenty-two (22) market rate residential allocations were made available for 2022 through the BPAS, including five (5) market rate "without land dedication" and one (1) market rate "with land dedication" available for distribution in Quarter 4 of 2022. At the close of Quarter 4, 2022, seventy-three (73) applications for market rate residential permit allocations were in the BPAS queue awaiting building permit allocation awards.

The proposed Resolution approves the Residential BPAS Rankings and Awarding market rate building permit allocations for Quarter 4 of 2022, pursuant to Village Code Section 30-476.

Analysis:
The Residential BPAS applications were evaluated, scored, and ranked according to criteria outlined in Village Code Section 30-476 and are identified below:

Rank 9 with 18 Points:
William Gerald Greenwald, application date and time: 12/10/2020, 1:46 PM, Parcel ID: 00391830-000000

Rank 10 with 18 Points:
Augustus F. and Kristy L. Moss, application date and time: 12/17/2020, 9:40 AM, Parcel ID: 00430120-000100

Rank 11 with 18 Points:
Adam McMahon and Cathlene Vaughn, application date and time: 11/29/2022, 2:26 PM, Parcel ID: 00434150-000100

Rank 12 with 17 Points:
Natalie Bevis and Nicholas Biondoletti, application date and time: 7/14/2020, 11:00 AM, Parcel ID: 00427920-000000

Rank 13 with 17 Points:
Islamorada Realty Investment Trust, application date and time: 9/4/2020, 10:27 AM, Parcel ID: 00429110-000100

Rank 14 with 17 Points:
Michael Strutton and Theresa Joos, application date and time: 11/4/2020, 12:40 PM, Parcel ID: 00413420-000200

Budget Impact:
If approved as recommended, the additional property value created by these building permits would increase the Village's ad valorem tax revenue in future fiscal years.

Staff Impact:
Staff impact would be limited to processing the associated development permits.

Recommendation:
It is recommended that the Village Council adopt the proposed Resolution, thereby approving the Residential BPAS Rankings and Awarding six (6) market rate "without land dedication" residential building permit allocations for Quarter 4 of 2022.

Attachments:
1. RESO BPAS JAT Q4_2022
2. Q4_MKT_RATE

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING RESIDENTIAL BUILDING PERMIT ALLOCATION SYSTEM ("BPAS") RANKINGS AND AWARDING RESIDENTIAL BUILDING PERMIT ALLOCATIONS FOR QUARTER 4 OF 2022; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") has implemented the Building Permit Allocation System ("BPAS") as codified in Chapter 30, Article IV, Division 11 of the Village's Code of Ordinances (the "Village Code"); and

WHEREAS, Section 30-474 of the Village Code requires that the Village Council of Islamorada, Village of Islands (the "Village Council") establish the total amount of nonresidential floor area and residential dwelling units that may be made available for the next annual allocation, the quarterly allocations for that year and the distribution of allocations between categories; and

WHEREAS, the Village Council adopted Resolution No. 21-12-127, thereby establishing a total of twenty-two (22) market rate residential units for allocation in 2022, including five (5) market rate allocations "without land dedication" and one (1) market rate allocation "with land dedication" available for Quarter 4 of 2022; and

WHEREAS, the Village Council adopted Resolution No. 22-05-38, thereby approving Residential BPAS rankings and awarding residential building permit allocations for Quarter 1 of 2022, which included three (3) market rate allocations "without land dedication" and two (2) market rate allocations "with land dedication; and

WHEREAS, the Village Council adopted Resolution No. 22-08-91, thereby approving Residential BPAS rankings and awarding residential building permit allocations for Quarter 2 of

2022, which included six (6) market rate allocations "without land dedication"; and

WHEREAS, the Village Council adopted Resolution No. 22-11-130, thereby approving Residential BPAS rankings and awarding residential building permit allocations for Quarter 3 of 2022, which included five (5) market rate allocations "without land dedication"; and

WHEREAS, on January 19, 2023, the Village Council conducted a public hearing regarding the Residential Dwelling Unit Allocation Evaluation Report (the "Report") submitted by the Planning and Development Services Director (the "Director") pursuant to the applicable provisions of the Village Code and Village Comprehensive Plan; and

WHEREAS, the Village Council desires to approve the Residential BPAS rankings and awarding residential building permit allocations for Quarter 4 of 2022.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Findings of Fact. The Village Council, having considered the testimony and evidence presented by all parties, including the Report, does hereby find and determine as follows: The Village Council hereby approves the ranking and recommendation of the Director to award six (6) allocations for market rate dwelling units as follows: One (1) allocation to Real Estate Number 00391830-000000, property owner William Gerald Greenwald with 18 points; One (1) allocation to Real Estate Number 00430120-000100, property owner Augustus F. and Kristy L. Moss with 18 points; One (1) allocation to Real Estate Number 00434150-000100, property owners Adam McMahon and Cathlene Vaughn with 18 points; One (1) allocation to Real Estate Number 00427920-000000, property owner Natalie Bevis and Nicholas Biondoletti with 17 points; One (1) allocation

to Real Estate Number 00429110-000100, property owner Islamorada Realty Investment Trust with 17 points; and one (1) allocation to Real Estate Number 00413420-000200, property owners Michael Strutton and Theresa Joos with 17 points as set forth in the Report attached hereto as Exhibit "A".

Section 2. Conclusions of Law. Based upon the above Findings of Fact, the Village Council does hereby make the following Conclusions of Law:

(1) The Building Permit Allocation System (the "BPAS") Residential Market Rate applications for Quarter 3 of 2022 have been processed in accordance with the Village's Comprehensive Plan and Land Development Regulations, and

(2) In rendering its decision, as reflected in this Resolution, the Village Council has:

(a) Accorded procedural due process; and

(b) Observed the essential requirements of the law; and

(c) Supported its decision by competent substantial evidence of record.

Section 3. **Effective Date**. This Resolution shall not take effect until after thirty (30) days following the date it is filed with the Village Clerk, during which time the Request herein shall be subject to appeal as provided in the Village Code.

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

Mayor Joseph B. Pinder III	___
Vice Mayor Sharon Mahoney	___
Councilmember Mark Gregg	___
Councilmember Elizabeth Jolin	___
Councilmember Henry Rosenthal	___

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

_____
JOSEPH B. PINDER III, MAYOR

ATTEST:

_____
MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS:

_____
JOHN QUICK, INTERIM VILLAGE ATTORNEY

This Resolution was filed in the Office of the Village Clerk of this ____ day of _____, 2022.

EXHIBIT A

BPAS
Residential Dwelling Unit Allocation Evaluation Report (the "Report")

DRAFT Ranking of BPAS Applications for 2022 Quarter 4 (closed Friday, December 30, 2022 at 12:00 PM)							12/22/2022			
Market Rate Allocations (with & without Land Dedication Points)							RECOMMENDED FOR ALLOCATION			
Rank	Permit #	Name	Date of Application	Time of Application	Score	Key	Subdivision	Lot	Block	RE No.
1	PRSFC202101705	L12 B7 Sunshine Estates LLC (Land Dedication)	5/2/2022	2:10:00 PM	26	Plantation Key	Sunshine Estates	12	7	00435720-000000
2	PRSFC202101308	L12 B7 Sunshine Estates LLC (Land Dedication)	6/24/2022	11:12:00 AM	26	Plantation Key	Kahiki Harbor	11	1	00424960-000000
3	PRSFC201901157	Samurai Conchstruction LLC (Land Dedication)	4/14/2022	2:20:00 PM	25	Upper Matecumbe	Bay Hammock Community	17	-	00403041-001700
4	PRSFC202100516	Martinez, Lazaro & Marialina (Land Dedication)	6/27/2022	3:08:00 PM	24	Lower Matecumbe	Marlin Beach	22	H	00393860-000000
5	PRSFC201800385	Perez, George (Land Dedication)	4/4/2022	10:23:00 AM	23	Plantation Key	Coral Shores	18	-	00411410-000000
6	PRSFC202101687	Harborgate Limited Partnership (Land Dedication)	5/10/2022	2:30:00 PM	22	Upper Matecumbe	Bay Hammock Community	7		00403041-000700
7	PRSFC202100870	Harborgate Limited Partnership (Land Dedication)	4/12/2022	1:00:00 PM	21	Upper Matecumbe	Bay Hammock Community	6		00403041-000600
8	PRSFC202000634	What A Good Catch LLC (Land Dedication)	6/20/2022	2:23:00 PM	21	Upper Matecumbe	Stratton's Subd	6	12	00401260-000000
9	PRSFC202001164	William Gerard Greenwald	12/10/2020	1:46:00 PM	18	Lower Matecumbe	Safety Harbor	11	6	00391830-000000
10	PRSFC202001087	Augustus F. and Kristy L. Moss	12/17/2020	9:40:00 AM	18	Plantation Key	Plantation Key Colony	4	2	00430120-000100
11	PRSFC202200870	McMahon & Vaughn	11/29/2022	2:26:00 PM	18	Plantation Key	Edenaire	12	4	00434150-000100
12	PRSFC202000040	Natalie Bevis & Nicholas Biondoletti	7/14/2020	11:00:00 AM	17	Plantation Key	Plantation Key Colony	16	8	00427920-000000
13	PRSFC202000724	Native Construction Contracting Inc	9/4/2020	10:27:00 AM	17	Plantation Key	Plantation Key Colony	3	12	00429110-000100
14	PRSFC202000975	Strutton Michael and Joos Theresa	11/4/2020	12:40:00 PM	17	Plantation Key	Plantation Beach	7	5	00413420-000200
15	PRSFC202001126	Charles LeMoyne Hall	2/4/2021	3:00:00 PM	17	Windley	Galen Beach	38		00405340-000000
16	PRSFC202001460	Jorgensen, Deana & Paul	3/29/2021	12:53:00 PM	17	Plantation Key	Lake Harbor 1st Addition	8	-	00418311-000800
17	PRSFC202001595	Savage Marc Revocable Trust 2/24/2017	4/13/2021	11:19:00 AM	17	Lower Matecumbe	Matecumbe Ocean View	3	2	00396390-000000
18	PRSFC202100421	Luis Gonzalez	4/26/2021	1:30:00 PM	17	Plantation Key	Venetian Shores No 3	14	25	00409390-000000
19	PRSFC202001215	Brian Mass	4/27/2021	12:00:00 PM	17	Plantation Key	Kahiki Harbor	1	2	00425090-000000
20	PRSFC202001378	KAMELY URI PINKHAS	5/4/2021	12:00:00 PM	17	Lower Matecumbe	Port Antigua Plat NO 5&6	279	-	00394489-008200
21	PRSFC202100105	BLACK, RICHARD & BROOKE	5/6/2021	9:30:00 AM	17	Plantation Key	Vacation Village	7	1	00417530-000000
22	PRSFC202001467	CODISPOTI HUMBERTO & CARMEN	5/27/2021	1:00:00 PM	17	Lower Matecumbe	WHITE MARLIN BEACH SEC 1	11	C	00392430-000000
23	PRSFC202000472	LEON WILLIAM & JACKELINE	5/27/2021	1:10:00 PM	17	Lower Matecumbe	WHITE MARLIN BEACH SEC 1	18	E	00392990-001000
24	PRSFC202100428	RUIZ JORGE ALBERTO	6/16/2021	12:53:00 PM	17	Lower Matecumbe	Port Antigua Plat No. 1	11		00394486-001100
25	PRSFC202001015	NICHOLS GARY & BETH	6/25/2021	10:36:00 AM	17	Lower Matecumbe	Lower Matecumbe Beach	9	2	00388960-000100
26	PRSFC202001254	Burstyn, Samuel	8/2/2021	12:00:00 PM	17	Lower Matecumbe	Port Antigua Plat 5&6 PB6-25	317		00394489-012000
27	PRSFC202100688	Jaquelyn Wrenn Ekblom	8/5/2021	2:07:00 PM	17	Plantation Key	Fontaine Lake Estates	11	5	00433080-000000
28	PRSFC201901572	Morejon, Orlando and Annmarie	8/23/2021	2:20:00 PM	17	Upper Matecumbe	Russell Estates			00404060-000100
29	PRSFC202100572	Morejon, Orlando and Annmarie	9/24/2021	11:00:00 AM	17	Upper Matecumbe	Russell Estates			00404060-000300
30	PRSFC202100850	Lindback, Craig	10/12/2021	1:06:00 PM	17	Plantation Key	Plantation Key Colony	43	3	00426140-000200
31	PRSFC202100751	Torres, David and Sothsoler	10/25/2021	12:11:00 PM	17	Lower Matecumbe	Port Antigua Plat No 2	58		00394487-001500
32	PRSFC202100433	Makulu LLC	10/29/2021	11:44:00 AM	17	Plantation Key	Tavernero	19	1	00437493-002001
33	PRSFC202101234	Morales Rev Living Trust	11/22/2021	2:17:00 PM	17	Plantation Key	Sunshine Estates	7	1	00434630-000000
34	PRSFC202101237	Tiedemann, Jocelyn	12/1/2021	11:59:00 AM	17	Plantation Key	Key Heights Sect 2	21	4	00416180-000000
35	PRSFC202101553	Egret Investments Limited Partnership	8/30/2022	10:40:00 AM	17	Lower Matecumbe	Lower Matecumbe Beach	27-28	3	00389440-000000
36	PRSFC201802189	CBT Construction and Development, Inc.	4/11/2019	1:22:00 PM	16	Plantation Key	Indian Harbor	16	9	00421920-000000
37	PRSFC201900719	Holly Lynn Ernstes-Jones Revocable Trust	10/24/2019	3:48:00 PM	16	Upper Matecumbe	Bay Hammock Community	33	-	00403041-003300
38	PRSFC202000659	Islamorada Realty Invesment Trust	7/31/2020	9:15:00 AM	16	Plantation Key	Plantation Key Colony	28	11	00429010-000000
39	PRSFC202000667	Islamorada Realty Invesment Trust	7/31/2020	9:16:00 AM	16	Plantation Key	Plantation Key Colony	27	11	00429000-000000
40	PRSFC202000719	Islamorada Realty Investment Trust	8/17/2020	10:00:00 AM	16	Plantation Key	Plantation Key Colony	25	4	00426430-000000
41	PRSFC202001085	126 Port Antigua LLC	3/16/2021	3:26:00 PM	16	Lower Matecumbe	Port Antigua Plat 3 & 4	126	-	00394488-002900
42	PRSFC202100240	Gode, A.J and P.J.	9/27/2021	3:18:00 PM	16	Lower Matecumbe	Lower Matecumbe Beach	3	3	00389160-000000
43	PRSFC202100571	Morejon, Orlando and Annmarie	10/29/2021	11:50:00 AM	16	Upper Matecumbe	Russell Estates			00404060-000200
44	PRSFC202100954	Vaughn, Ray	11/1/2021	11:45:00 PM	16	Plantation Key	Edenaire	8	1	00433470-000000
45	PRSFC202101049	Ferguson, James	1/14/2022	9:54:00 AM	16	Plantation Key	Indian Waterways	33	2	00422920-000000
46	PRSFC202101339	RCM of Florida LP	1/31/2022	10:33:00 AM	16	Lower Matecumbe	Mat Ocean Bay	9	3	00395240-000000
47	PRSFC202000300	Villavicencio, Jose A	6/10/2022	11:00:00 AM	16	Lower Matecumbe	WHITE MARLIN BEACH SEC 1	16	I	00393270-000000
48	PRSFC202200149	Villamil Carlos and Vicente Sonia	9/1/2022	2:00:00 PM	16	Plantation Key	Plantation Key Colony	20	15	00431260-000100
49	PRSFC202101283	Martin, Akalia	9/16/2022	10:40:00 AM	16	Plantation Key	Tropical Atlantic Shores 1 Add	25	6	00436950-000000
50	PRSFC202100967	Schrader, Kathleen	9/16/2022	10:41:00 AM	16	Plantation Key	Tavernero	11	1	0037493-001100
51	PRSFC202200170	Sanders Charles Revocable Living Trust	9/23/2022	2:00:00 PM	16	Lower Matecumbe	WHITE MARLIN BEACH SEC 1	23	G	00393580-000000
52	PRSFC202100988	162 Sunset Dr LLC	10/20/2022	12:50:00 PM	16	Lower Matecumbe	Lower Matecumbe Beach	16	3	00389310-000000
53	PRSFC201800860	LAZZERI JEFF & JULIE	4/2/2020	2:15:00 PM	15	Plantation Key	Plantation Lakes Estates	39	-	00093420-003801
54	PRSFC202001406	FERNANDEZ VIVIAN M & DOCAMPO JOSE A	5/13/2021	8:19:00 AM	15	Lower Matecumbe	Lower Matecumbe Beach	4	1	00388710-000000
55	PRSFC202100804	Island Investment Partners Inc.	10/12/2021	11:08:00 AM	15	Plantation Key	Ventetian Shores Plat No 2	1	13	00407550-000000
56	PRSFC202101286	Whitehill, Doria, Gregory, Alligood, Simpson	2/22/2022	10:20:00 AM	15	Plantation Key	Venetian Shores No 2	4	18	00408320-000000
57	PRSFC202200068	Islamorada Realty Investment Trust	3/30/2022	12:32:00 PM	15	Lower Matecumbe	Matecumbe Ocean Bay Sec 2			00397120-000000

Rank	Permit #	Name	Date of Application	Time of Application	Score	Key	Subdivision	Lot	Block	RE No.
58	PRSFC202101379	Lonnborg, Ronald	5/11/2022	3:00:00 PM	15	Plantation Key	Plantation Beach	4	8	00414060-000000
59	PRSFC202101424	Venezia Land Trust Number Two	8/19/2022	8:40:00 AM	15	Plantation Key	Plantation Key Colony	2	7	00427330-000100
60	PRSFC202000351	Keys Basin LLC	10/7/2020	10:30:00 AM	14	Plantation Key	Vacation Village	1	1	00417470-000000
61	PRSFC202000352	Keys Basin LLC	10/7/2020	10:31:00 AM	14	Plantation Key	Vacation Village	1	1	00417470-000000
62	PRSFC201801827	Paulo & Kellen Paiva	2/4/2021	12:15:00 PM	14	Upper Matecumbe	Bay Hammock Community	20	-	00403041-000100
63	PRSFC201801826	Paulo & Kellen Paiva	2/5/2021	8:00:00 AM	14	Upper Matecumbe	Bay Hammock Community	1	-	00403041-002000
64	PRSFC202100795	MAZAL 233 LLC	9/27/2021	11:05:00 AM	14	Plantation Key	Key Heights Sect 2	5	7	00416500-000000
65	PRSFC202100796	MAZAL 233 LLC	9/27/2021	11:22:00 AM	14	Plantation Key	Key Heights Sect 2	6	7	00416510-000000
66	PRSFC202200078	Rodriquez, Robert	4/26/2022	12:00:00 PM	14	Plantation Key	Plantation Key Colony	11	7	00427430-000000
67	PRSFC201901501	Weeks, Donald	3/16/2020	8:00:00 AM	13	Plantation Key	Plantation Lake Estates	8	-	00093420-000901
68	PRSFC202000794	Hopman, Andreas	9/16/2020	10:30:00 AM	12	Lower Matecumbe	Lower Matecumbe Beach	19	4	00389820-000100
69	PRSFC202200455	Lesko, Brian and Jodi Lynn	9/8/2022	3:00:00 PM	12	Plantation Key	Bay Hammock Community	25		00403041-002500
70	PRSFC202000555	Ewald, Nicholas	4/30/2021	11:30:00 AM	10	Plantation Key	Plantation Beach	7	2	00413760-000000
71	PRSFC202200496	Cockerham, Mark	8/4/2022	9:48:00 AM	9	Upper Matecumbe		6(9)		00096220-000300
72	PRSFC202001140	Gregg, Mark	1/31/2022	10:15:00 AM	6	Plantation Key	Toners Nautical Shores			00412230-000000
73	PRSFC202000130	Rosa Maria Z Walchli REV Trust 11/5/2008	10/20/2020	9:27:00 AM	2	Plantation Key	Fontaine Lake Estates	2	5	00432990-000000

Council Communication

To: Mayor and Village Council
From: Daniel J. Gulizio, Director of Planning and Developmental Services
Date: January 19, 2023
SUBJECT: **Approval of the Residential Building Permit Allocation System ("BPAS") Ranking and Awards for Quarter 4 of 2022 for Affordable Housing**

Background:
Pursuant to Section 30-475 of the Village Code of Ordinances, the Village Council of Islamorada, Village of Islands (the "Village") is required to take action after reviewing the Building Permit Allocation System (the "BPAS") Evaluation Report.

Pursuant to Resolution 21-12-126, adopted on December 16, 2021, seven (7) affordable allocations were made available for 2022 through the Village BPAS; One (1) application for one (1) affordable housing unit is in the BPAS queue awaiting award.

Analysis:
The affordable residential application was evaluated, scored, and ranked according to criteria outlined in Village Code Section 30-476 and is identified below:

Rank 1 with 14 Points:
The Islamorada Foundation Inc., applied on 12/217/22 at 10:19 AM with building permit # PRSFA202201524 for Parcel ID: 00096320-000000.

Budget Impact:
If approved as recommended, the additional property value created by this building permit would increase the Village's ad valorem tax revenue in future fiscal years.

Staff Impact:
Staff impact would be limited to processing the associated development permit.

Recommendation:
It is recommended that the Village Council adopt the proposed Resolution, thereby approving the residential building permit allocation ranking and awarding one (1) affordable permit allocation for Quarter 4 of 2022 of the Building Permit Allocation System.

Attachments: 1. Reso Affordable BPAS Q4 2022
2. Q4_AFFORDABLE

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING RESIDENTIAL BUILDING PERMIT ALLOCATION SYSTEM RANKINGS AND AWARDING AFFORDABLE RESIDENTIAL BUILDING PERMIT ALLOCATIONS FOR QUARTER 4 OF 2022; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") has implemented the Building Permit Allocation System ("BPAS") as codified in Chapter 30, Article IV, Division 11 of the Village's Code of Ordinances (the "Village Code"); and

WHEREAS, Section 30-474 of the Village Code requires that the Village Council of Islamorada, Village of Islands (the "Village Council") establish the total amount of nonresidential floor area and residential dwelling units that may be made available for the next annual allocation, the quarterly allocations for that year and the distribution of allocations between categories; and

WHEREAS, the Village Council adopted Resolution No. 21-12-126, thereby establishing a total of seven (7) affordable residential units for allocation in 2022; and

WHEREAS, the Village Council adopted Resolution No. 22-07-66, thereby approving BPAS rankings and awarding two (2) affordable residential building permit allocations for Quarter 2 of 2022; and

WHEREAS, on January 19, 2023, the Village Council conducted a public hearing regarding the Residential Building Allocation System Ranking & Awards (the "Report") submitted by the Director of Planning (the "Director") pursuant to the applicable provisions of the Village Code and Comprehensive Plan; and

WHEREAS, the Village Council desires to approve the affordable residential building permit

allocation rankings and award the allocations for Quarter 4 of 2022.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Findings of Fact. The Village Council, having considered the testimony and evidence presented by all parties, including the Report, does hereby approve the ranking and recommendation of the Director (Exhibit "A") to award one (1) allocation for affordable dwelling unit to The Islamorada Foundation, Inc. with 14 points for property identified by Real Estate Number 00096320-000000, as set forth in Exhibit "A" hereto to.

Section 2. Conclusions of Law. Based upon the above Findings of Fact, the Village Council does hereby make the following Conclusions of Law:

(1) The Building Permit Allocation System (the "BPAS") affordable application for Quarter 4 of 2022 have been processed in accordance with the Village Comprehensive Plan and Land Development Regulations; and

(2) In rendering its decision, as reflected in this Resolution, the Village Council has:

(a) Accorded procedural due process; and

(b) Observed the essential requirements of the law; and

(c) Supported its decision by competent substantial evidence of record.

Section 3. **Effective Date**. This Resolution shall not take effect until after thirty (30) days following the date it is filed with the Village Clerk, during which time the Request herein shall be subject to appeal as provided in the Village Code.

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

Mayor Joseph B. Pinder III	___
Vice Mayor Sharon Mahoney	___
Councilmember Mark Gregg	___
Councilmember Elizabeth Jolin	___
Councilmember Henry Rosenthal	___

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

_____
JOSEPH B. PINDER III, MAYOR

ATTEST:

_____
MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS:

_____
JOHN QUICK, INTERIM VILLAGE ATTORNEY

This Resolution was filed in the Office of the Village Clerk of this ____ day of _____, 2023.

EXHIBIT A

Residential Building Allocation System Ranking & Awards (the "Report")

DRAFT Ranking of BPAS Applications for 2022 Quarter 4 Affordable (closed December 30, 2022 @ 12:00pm)										
								RECOMMENDED FOR ALLOCATION		
Rank	Permit #	Name	Date of Application	Time of Application	Score	Key	Subdivision	Lot	Block	RE No.
1	PRSFA202201524	Islamorada Foundation	12/27/2022	10:19 AM	14	Upper Matecumbe	Meinzinger Art Colony	5		00096320-000000