Islamorada, Village of Islands
REGULAR VILLAGE COUNCIL MEETING

July 27, 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. CITIZENS' ADVISORY COMMITTEE REPORTS & APPOINTMENTS

VI. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

A. Exit Interview - John Quick

B. Transition Memo - John Quick

VII. MAYOR / COUNCIL COMMUNICATIONS

A. Interim Manager Discussion

B. Manager Search

C. Timeline

VIII. 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. Resolution establishing a maximum number of committee members for non-Chapter 30 committees **TAB 1**

(John Quick, Interim Village Attorney)

B. Resolution Approving a Work Authorization with CSA Central for Creation of a Wayfinding Map for the Key Tree Cactus Preserve **TAB 2**

(Peter Frezza, Environmental Resources Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 3 WITH CSA CENTRAL, INC FOR CREATION OF A WAYFINDING MAP FOR THE KEY TREE CACTUS PRESERVE; 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 WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

IX. RESOLUTIONS

A. Resolution Approving an Agreement with Sea & Shoreline, LLC for Canal 116 Backfill Restoration Project **TAB 3**

(Peter Frezza, Environmental Resources Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 22-16 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR TO COMPLETE THE CANAL 116 BACKFILL RESTORATION PROJECT; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

B. Resolution establishing Village Council procedures **TAB 4**

(John Quick, Interim Village Attorney)

C. Resolution Approving Work Authorization No. 13 with WSP for Founders Park Boat Ramp Design and Permitting Project **TAB 5**

(Peter Frezza, Environmental Resources Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 13 WITH WSP USA ENVIRONMENT & INFRASTRUCTURE, INC. FOR PROFESSIONAL SERVICES FOR THE FOUNDERS PARK BOAT RAMP II PROJECT; 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 PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

D. Resolution Approving Purchases from SHI International Corp. for FY 2022-2023 - **Continued from 7/6 - TAB 6**

(Vince Tarves, Systems Engineer)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RATIFYING PURCHASES FROM SHI INTERNATIONAL CORP. FOR FY 2022-2023 THROUGH JUNE 25, 2023; AUTHORIZING ADDITIONAL PURCHASES THROUGH THE END OF FY 2022-2023; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; APPROVING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

E. Resolution to Adopt Second FY 2022-2023 Budget Amendment - **Continued from 7/6 - TAB 7**

(Maria Bassett, Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING THE VILLAGE'S ADOPTED BUDGET FOR FISCAL YEAR 2022-2023; AND PROVIDING AN EFFECTIVE DATE

F. Resolution Approving First Amendment to Agreement with Dockmasters Marine Construction, Inc. **TAB 8**

(Maria Bassett, Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A FIRST AMENDMENT TO THE AGREEMENT BETWEEN DOCKMASTERS MARINE CONSTRUCTION, INC., AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE PROFESSIONAL CONTRACTOR SERVICES ; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE FIRST AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE FIRST AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE

G. Resolution Approving the Fourth Amendment to the Contract for Local Police Services **TAB 9**

(Maria Bassett, Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FOURTH AMENDMENT TO THE CONTRACT FOR LOCAL POLICE

SERVICES BETWEEN THE MONROE COUNTY SHERIFF'S OFFICE, THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AND ISLAMORADA, VILLAGE OF ISLANDS FOR FISCAL YEAR 2023-2024 (YEAR FIVE) CONTRACT PRICING; AUTHORIZING THE MAYOR TO EXECUTE THE FOURTH AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

H. Preliminary Rate Resolution for FY 2023-2024 Solid Waste Assessment **TAB 10**

(Maria Bassett, Finance Director)

A PRELIMINARY RATE RESOLUTION OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE WITHIN THE VILLAGE FOR FISCAL YEAR 2023-2024; ESTABLISHING THE ESTIMATED ASSESSMENT RATE FOR SOLID WASTE SERVICE AGAINST ASSESSED PROPERTY LOCATED WITHIN ISLAMORADA, VILLAGE OF ISLANDS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; PROVIDING FOR PUBLIC HEARING AND NOTICE THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE

X. MOTIONS

A. Motion to Accept Funds Appropriated by the 2023 Florida Legislature for Purchase of 2024 Freightliner Ambulance - **Continued from 7/6 - TAB 11**

(Maria Bassett, Finance Director)

MOTION TO ACCEPT FUNDS IN THE AMOUNT OF $190,000.00 APPROPRIATED BY THE 2023 FLORIDA LEGISLATURE FOR THE PURCHASE OF ONE (1) 2024 FREIGHTLINER AMBULANCE FOR THE FIRE RESCUE DEPARTMENT

B. Motion to Continue or Discontinue Standby Letter of Credit Requirement for Keys History and Discovery Center **TAB 12**

XI. 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 305-224-1968 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:
Date: July 27, 2023
SUBJECT: **Exit Interview - John Quick**

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None

Council Communication

To: Mayor and Village Council
From:
Date: July 27, 2023
SUBJECT: **Transition Memo - John Quick**

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None

Council Communication

To: Mayor and Village Council
From:
Date: July 27, 2023
SUBJECT: **Interim Manager Discussion**

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None

Council Communication

To: Mayor and Village Council
From:
Date: July 27, 2023
SUBJECT: **Manager Search**

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None

Council Communication

To: Mayor and Village Council
From:
Date: July 27, 2023
SUBJECT: **Timeline**

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None

Council Communication

To: Mayor and Village Council
From: John Quick, Interim Village Attorney
Date: July 27, 2023
SUBJECT: **Resolution establishing a maximum number of committee members for non-Chapter 30 committees TAB 1**

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: 1. Resolution providing for maximum number of committee members

RESOLUTION _____

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, PROVIDING FOR A MAXIMUM AMOUNT OF MEMBERS ON APPOINTED BOARDS, COMMITTEES AND COMMISSIONS OF THE VILLAGE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village pursuant to Chapter 2 entitled "ADMINISTRATION" under Article V entitled "VILLAGE BOARDS, COMMITTEES AND COMMISSIONS" of the Village Code of Ordinances (the "Code"), the Village adopted a uniform processes for the appointment of members for Boards Committees and Commissions of the Village; and

WHEREAS, except for the Local Planning Council and the Historic Preservation Commission provided for in Chapter 30 of the Land Development Regulations, the Village Council desires to provide for a maximum amount of members on appointed boards, committees and commissions of the Village; and

WHEREAS, the Village Council finds that providing for a maximum amount of members appointed to boards committees and commissions of the Village are in the best interest and welfare of the residents of the Village.

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

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Maximum Number of Members. The Village Council hereby approves the maximum number of members appointed to Boards, Commissions and Committees of the Village under Chapter 2 of Article V of the Code, except for the Local Planning Council and

Historic Preservation Commission established under Chapter 30 of the Land Development Regulations, shall be seven (7) members.

Section 3. Authorization of Village Officials. The Village Manager and/or his/her designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of this Resolution.

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 27th day of July, 2023.

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 ___

Remainder of this page intentionally left blank.

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

Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: July 27, 2023
SUBJECT: **Resolution Approving a Work Authorization with CSA Central for Creation of a Wayfinding Map for the Key Tree Cactus Preserve TAB 2**

Background:
Islamorada, Village of Islands (the "Village"), is nearing completion of recreational developments at the Village owned Key Tree Cactus Preserve (the "KTCP"). These developments have been undertaken through a three phased approach. In 2016, the first phase of developments was completed at the KTCP and included a small parking area, picnic pavilion, paver path, benches and playground climbing equipment. The second phase of developments was completed in 2021 and included an enlarged parking area, mulched walking trails, elevated boardwalk through the mangroves, paver paths, and a kayak landing. The third and final phase of site developments which is nearing completion include a restroom, an informational kiosk and a new driveway exit onto US1.

The Village is in need of the design and preparation of a wayfinding map for the KTCP with a primary goal of assisting visitors in easily identifying and locating key points of interest within the park. The wayfinding map would be colorful, user-friendly, and provide a clear overview of the park's layout, highlighting all its amenities. The map would be located inside the recently constructed kiosk and the final design would capture the Village's and park's branding and natural beauty.

Analysis:
Effective August 27, 2020, the Village and CSA Central, Inc ("CSA") entered into a Non-Exclusive Continuing Services Agreement for professional architectural and engineering support services. To complete the wayfinding map project, staff requested a proposal from CSA in accordance with the current Continuing Services Agreement. Exhibit "A" to the attached Resolution is a proposed Work Authorization No. 3 between the Village and CSA for the Key Tree Cactus Preserve Wayfinding Map at a cost not to exceed $11,956.00. Work Authorization No. 3 would become effective upon full execution by both parties through December 31, 2023. Under this agreement, outlined in the Scope of Services within Exhibit "1", CSA will provide on-site meeting and property walk-through and wayfinding map design.

Budget Impact:
The approved Fiscal Year 2022-2023 Capital Project Fund Budget includes $325,000.00 for planned improvements at the Key Tree Cactus Preserve, including the KTCP Phase 3 Project. A Tourist Development Council Grant was awarded to fund One Hundred Thousand Dollars ($100,000.00) of the public restroom portion of the KTCP Phase 3 Project. The

revenue source for the costs of the KTCP Phase 3 Project exceeding the $100,000.00 grant-funded portion is Parks and Recreation Impact Fees. In FY 2022-2023 through June 30, 2023, the Village has incurred approximately $110,000.00 in project expenses. The estimated costs to finish the previously-approved improvements is $50,000.00 leaving $165,000.00 in available project funds.

Staff Impact:
The Village's Environmental Resources Manager would manage the agreement with CSA and oversee design development. The Village's Finance department would track the expenditures.

Recommendation:
Staff recommends that the Village Council pass and adopt the proposed resolution, thereby approving Work Authorization No. 3 with CSA.

Attachments:
1. Resolution_KTCP Wayfinding Map_WA#3 CSA
2. Ex. A_WA#3 CSA_KTCP Wayfinding Map_Agreement
3. Ex. B_CSA Proposal KTCP Wayfinding Maps

RESOLUTION N0. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 3 WITH CSA CENTRAL, INC FOR CREATION OF A WAYFINDING MAP FOR THE KEY TREE CACTUS PRESERVE; 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 WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village"), is nearing completion of the final phase of recreational developments at the Village owned Key Tree Cactus Preserve (the "KTCP"); and

WHEREAS, the Village is in need of the design and preparation of a wayfinding map for the KTCP kiosk with a primary goal of assisting visitors in easily identifying and locating the key points of interest within the park; and

WHEREAS, the Village is in need of an independent contractor to provide the necessary design services for this project; and

WHEREAS, the Village sought the expertise of CSA Central, Inc. ("CSA") to develop a "Scope of Services" for this project, as detailed in Exhibit "B" attached hereto; and

WHEREAS, pursuant to RFQ# 20-03, the Village entered into a current Continuing Services Agreement with CSA for professional engineering and architectural support services; and

WHEREAS, CSA is willing to perform the Services as outlined in the Scope of Services, attached as Exhibit "B," in an amount not to exceed Eleven Thousand Nine Hundred Fifty-six Dollars ($11,956.00); and

WHEREAS, Village staff has identified the Parks and Recreation Impact Fees as an

appropriate funding source for this project; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council"), has determined that approval of the Work Authorization No. 3 with CSA for the Services 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 Work Authorization. The Village Council hereby approves Work Authorization No. 3 with CSA, attached as Exhibit "A," for completion of the Project.

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

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 Work Authorization.

Section 5. 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, INTERIM VILLAGE ATTORNEY

Exhibit "A"

PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

CSA CENTRAL, INC

For

Work Authorization No. 3

Engineering, Surveying & Architectural Services

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

WHEREAS, the VILLAGE and CONSULTANT have entered into a continuing services agreement dated August 27, 2020, pursuant to RFQ #20-03, (the "Continuing Contract") and CONSULTANT has been approved to provide the services contemplated herein; and

WHEREAS, the VILLAGE and CONSULTANT desire to enter into this Work Authorization for the CONSULTANT to provide design and preparation services of a wayfinding map for the Key Tree Cactus Preserve as more further described in Exhibit "B" attached hereto (the "Project"), in accordance with the terms and conditions of this Work Authorization.

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide design and preparation services to the VILLAGE for the creation of a wayfinding map as part of the completion of the Village's Key Tree Cactus Preserve Improvements Project.

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 "B."

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 in accordance with the provisions of the Continuing Contract, 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 Services the CONSULTANT shall provide to the VILLAGE the following Deliverables:

- *Draft design layout (Basis of Design, Landmarks, Amenities and other essential facilities)*
- *Wayfinding Concept Plan*
- *Advanced Wayfinding Map Layout*
- *Wayfinding map ready for submittal and print*

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 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 Project Agreement is fully executed by all parties and shall continue in full force and effect through, **December 31, 2023,** unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Village Manager may extend the term of this Project Agreement through written notification to the CONSULTANT. Such extension shall not exceed (30) days. No further extensions of this Project 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 Project Agreement as 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 Project Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Lump Sum Compensation. VILLAGE agrees to pay CONSULTANT an amount not to exceed Eleven Thousand Nine Hundred Fifty-six Dollars **($11,956.00)** 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 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 monthly basis and in a timely manner. 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 Project 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 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 Project 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 Project Agreement. In the event that CONSULTANT abandons this Project 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 Project 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 Project Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	**FUNCTION**
Rafael Torrens	Senior Architect, Project Manager
Felix Fuentes, P.E.	CEI Director
Roberto Leon	Senior VP
Juan Villar	

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. INCORPORATION OF CONTINUING CONTRACT

All terms and conditions of the Continuing Contract not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 9. 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.

SECTION 10. MISCELLANEOUS

10.1 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 Project 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 Project 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 PROJECT 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.

10.2 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 Project 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 Project Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Project 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.

10.3 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 Project 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.

10.4 Scrutinized Companies. 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 Project 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 Project Agreement.

IN WITNESS WHEREOF, the parties have executed this Project 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:_____
Ted Yates, Village Manager

The ____ day of _____, 20___.

AUTHENTICATION:

_____
Marne McGrath, Village Clerk

(SEAL)

APPROVED AS TO FORM AND LEGALITY

FOR THE USE AND BENEFIT OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, ONLY

_____
John J. Quick, Interim Village Attorney

CONSULTANT

CSA CENTRAL, INC

By:_____

Print Name:_____

Title:_____

The ____ day of _____, 20___.

AUTHENTICATE:

_____
Secretary

_____
Print Name

(CORPORATE SEAL)

WITNESSES:

_____

Print Name:_____

_____

Print Name:_____

CSAGROUP
EST • 1956

Exhibit B

June 26, 2023

Mr. Peter Frezza
Environmental Resources Manager
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036
Email: peter.frezza@islamorada.fl.us

RE: KEY TREE CACTUS PRESERVE WAYFINDING MAP (ISLAMORADA)

Dear Mr. Frezza:

CSA Central, Inc. (hereinafter referred to as the CSA or the "Consultant") is pleased to present this professional services specific project proposal for a KEY TREE CACTUS PRESERVE WAYFINDING MAP to the Village of Islands (hereinafter referred to as the "Village" or the "Client") per the terms and conditions of the existing NON-EXCLUSIVE CONTINUING SERVICES AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES between the Consultant and the Village.

Project Understanding

This proposal is submitted based on the most recent information provided by the Environmental Resources Manager.

The Client needs design services for the preparation of a wayfinding map for the Village's new Key Tree Cactus Preserve Park located at 80460 Overseas Hwy, Islamorada, FL 33036 in Islamorada, Village of Islands, FL.

The map will be located inside an existing map structure as shown in the Client provided photos in Exhibit B attached.

The wayfinding map should be colorful, user-friendly, and provide a clear overview of the park's layout, highlighting all its amenities. The final design should capture the Village's and park's branding and natural beauty.

The primary goal of the wayfinding map is to assist visitors in easily identifying and locating key points of interest within the park. To ensure an accurate representation of the park, we propose scheduling an on-site meeting to discuss specific elements to be included on the map and conduct a comprehensive walkthrough.

The Client will provide the site plans for the site in CAD and PDF format prior to CSA initiating work on the project. CSA will relay upon the accuracy of Client provided plans for basis of map design.

Scope of Services

Based on the above information, CSA proposes the following Scope of Work for the project.

- **Task 1: On-Site Meeting and Property Walkthrough**
  - CSA will review Client provided design files for the site.
  - One (1) member of the CSA design team will attend one (1) on-site meeting to have an in-depth discussion with the Client regarding the specific elements to be included on the wayfinding map.
  - CSA will conduct a thorough walkthrough of Key Tree Cactus Preserve to observe the park's layout, attractions, and amenities.
  - This property walkthrough will enable us to identify additional details, such as special features, habitats, or points of interest that may require future information signage.
  - A summary of memo of site visit findings and Client meeting minutes will be prepared
- **Task 2: Wayfinding Map Design**
  - CSA will submit the map design in 3 phases for the Client's review and approval:
    1. 50% Draft Map Layout & Wayfinding Concept Plan
    2. 90% Draft Map Design
    3. 100% Final Map
  - CSA will attend up to three (3) virtual design review meetings.
  - Client Comments from the 50% submittal, will be addressed with the 90% submittal.
  - Client Comments from the 90% submittal, will be addressed with the 100% submittal.
  - The Wayfinding Map will include:
    a) Design a wayfinding map with dimensions of 20" wide x 31" tall, with park amenities are appropriately represented.
    b) Create a visually appealing map that is easy for visitors to understand and navigate, providing a seamless experience.
    c) Incorporate prominent landmarks, trails, picnic areas, restrooms, parking lots, and other Client deemed essential facilities on the map to facilitate easy User identification.
    d) Ensure that the design aligns with the Village's and park's branding and effectively captures the natural beauty of the preserve.
    e) Final Map will be delivered as a print ready, high resolution, digital file.

Schedule and Deliverables

The proposed schedule and deliverables for the project are summarized in the table below:

Design Phase	Deliverable	Schedule
50% Draft Map Layout	• Draft design layout (Basis of Design, Landmarks, Amenities and other essential facilities) • Wayfinding Concept Plan	• 1 week after NTP
90% Draft Map Layout	• Advanced Wayfinding map layout	• 1 week after approval of 50% DML
100% Final Wayfinding map design	• Wayfinding map ready for submittal and print	• 1 week after approval of 90% DML

Assumptions and Clarifications

- This project solely focuses on the creative for the wayfinding map and not the physical printing or installation.
- The park's prominent landmarks, trails, picnic areas, restrooms, parking lots, and other essential facilities will be provided by owner.
- Any future signage design needs within the park will be designed under a separate project agreement or as an Additional Service.
- This proposal is based on the information available at this time. If the Client is aware of any specialized knowledge or experience that is material to environmental conditions in connection with the facility(s) or the site(s), it is the Client's responsibility to bring it to the attention of the CSA team before the initial reconnaissance inspection of the site is performed.
- Any change and/or technical support, other than those presented in this proposal, may result in an increase of the cost included herein. Any work, studies (e.g., land surveying, underground utilities survey, geotechnical investigations, etc.) and/or expenses that are not described in this proposal would not be performed without an agreement between the Client and CSA.
- Any changes to the scope or schedules may result in additional costs to the Client. If this situation arises, the Client will be contacted, and an amendment will be detailed and executed as soon as possible and prior to continuing with additional efforts.
- CSA cannot be held responsible for any delays by, or on behalf of, the Client in the delivery of comments, approvals, and order to proceed, data or information necessary for any of the proposed tasks.

Additional Services

Any services not specifically provided for herein, as well as changes in the scope of proposed services and revisions requested by the Client after substantial completion of the proposed services, will be considered Additional Services, and can be performed at a to-be agreed upon lump sum or at our then current hourly rates.

Exclusions

Map design will be for flat print only. Tactile design with raised lines, symbols, and keys or braille for use by visually impaired persons is not included in the scope of this project.

Professional Compensation

CSA proposes to complete the presented Scope of Work as per the attached effort estimate in Exhbit C. Project Fees are outlined in the table below. Task 1 - 2 are Lump Sum Fees and will be invoiced based on percent complete of Task.

Additional services will be billed on an hourly basis at our then-current rates or at a to-be-agreed upon lump sum amount.

Phase #	Task Description	% of Total Fee	Fee Per Task	Fee Type
1	Site Visit and Planning Meeting	15%	$1,732	Lump Sum
2	Wayfinding Map Design	85%	$9,989	Lump Sum
	PROJECT LABOR FEE SUB-TOTAL	***100%***	**$11,721**	
	Reimbursable Expense Allowance (2%)	N/A	$234	As Needed
	PROJECT TOTAL BUDGET		**$11,956**	

Minor reimbursable expenses such as travel expenses are anticipated. Reimbursables will be billed as per the terms and conditions of the Master Services Agreement.

Invoices will be sent on a monthly basis in relation to the portion of the services completed.

CSA will mobilize towards the execution of the scope of work once a written Notice-To-Proceed (NTP) is received from the Client.

CSA is grateful for the opportunity to continue partnering with the Village. Please do not hesitate to contact us at 305-461-5484 or via email the Project Manager Rafael Torrens at ratorrens@csagroup.com should you have any questions or need additional information on this proposal.

Respectfully,

Stephanie Kassoy

Stephanie Kassoy, P.E., LEED AP
Vice President, Florida Operations

ATTACHMENTS

Exhibit A: CSA Consultant Fee Schedule
Exhibit B: Map Photos
Exhibit C: Effort Estimate Worksheet

EXHIBIT A

Consultant Fee Schedule

as per
NON-EXCLUSIVE CONTINUING SERVICES AGREEMENT
FOR ARCHITECTURAL AND ENGINEERING SERVICES
between CSA and the Village
executed in 2020

CSA Central, Inc. Fee Schedule

Personnel - CSA Central, Inc.	Hourly rate inclusive of multiplier
ENGINEERS & ARCHITECTS	
Principal	$195.00
Principal Engineer/Architect	$165.00
Project Manager	$155.00
Senior Engineer/Architect/Environmental	$135.00
Engineer/Architect/ Environmental	$115.00
Junior Engineer/Architect/Environmental	$95.00
Construction Manager/Senior Field Inspector	$115.00
Field Inspector	$85.00
Junior Field Inspector	$65.00
Senior Technician (CADD)	$65.00
Technician (CADD)	$50.00
Administrative Clerk	$40.00
PLANNING	
Senior Planner	$120.00
Planner	$80.00
GIS	
Senior GIS Analyst	$110.00
GIS Analyst	$75.00
GIS Technician/CADD Technician	$60.00

Note: 4% adjustment on a yearly basis.

The approved fee schedule above allows for a 4% annual rate adjustment. Should an hourly task be requested by Client, CSA will invoice Client at an adjusted rate.

EXHIBIT B
Wayfinding Map Location
(photos provided by Client)

View from Overseas Highway

View from Overseas Highway

EXHIBIT C
CSA Effort Estimate

EFFORT ESTIMATE : Cactus Preserve Wayfinding Map

Date: 6/26/2023

Phase #	TASK / sub-tasks	Principal AOR	Planner / Designer	Designer / CAD	Task Summary Hours	Task Summary Budget
	Hourly Rate	**$ 185.60**	**$ 89.99**	**$ 73.12**		
1	**Pre-Design**	**4**	**11**	**0**	**15**	**$ 1,732**
	site visit and client meeting		8			
	existing doc review	2	2			
	summary memo		1			
	Project Management & Invoicing	2				
2	***Design***	**16**	**65**	**16**	**97**	**$ 9,989**
	50% Draft Map Layout & Wayfinding Concept Plan	4	32	16		
	90% Draft Map	3	20			
	100% Map	2	10			
	Virtual Design Review Meetings (3)	3	3			
	QA / QC	2				
	Project Management & Invoicing	2				
	TOTAL HOURS	**20**	**76**	**16**	**112**	
				TOTAL PROPOSED LABOR FEE		**$ 11,721**
				Contingency	0%	$ -
				Expense Allowance	2%	$ 234
				TOTAL BUDGET		**$ 11,956**

Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: July 27, 2023
SUBJECT: **Resolution Approving an Agreement with Sea & Shoreline, LLC for Canal 116 Backfill Restoration Project TAB 3**

Background:
Using results from the Canal Restoration Demonstration Program along with water quality data from the Canal Management Master Plan and the Village's updated canal water quality ranking evaluation, the Village proposes moving forward with a backfill restoration project at Canal #116. Based on data collected during canal restoration monitoring, the following conclusions were drawn about the backfilling technology: This technique resulted in an immediate change in the canal's water quality by significantly improving the water column's dissolved oxygen content. Studies concluded that water quality in deep residential canals cannot be improved without reducing canal depth.

This project would continue the Village's commitment to canal restoration project(s) for water quality improvement within canals and near shore waters. It also would meet requirements included within the Department of Economic Opportunity's amended Chapter 28-19 Land Planning Regulations for the Florida Keys Area of Critical State Concern, which includes a new rule for implementation of a Canal Restoration Work Program. Canal restoration is an important and vital step in the Village's continued dedication to improve the overall quality of the nearshore waters and will have a beneficial impact on the property values along the canal. The results of the project will not only provide a healthy environment for canal residents but will also result in a more hospitable environment for sensitive aquatic organisms to propagate. Canal 116 is located on the Atlantic side of Plantation Key and runs parallel between Plantation Drive and Ocean Drive.

Analysis:
On December 20, 2022, the Village issued Request for Proposals (RFP) 22-16 to solicit proposals from qualified firms to furnish all necessary supervision, labor, tools, parts, and equipment required to complete the Canal 116 backfill restoration project. RFP 22-16 was issued in accordance with Sec. 2-327(b) and (c)(4) of the Village's Purchasing Guidelines in the Village Code of Ordinances. The RFP was published on DemandStar.com and on the Village's website from December 20, 2022, through the submittal deadline of January 23, 2023. To answer questions posed about the RFP, Addendum No. 1 was published on January 13, 2023.

The Village received a total of three (3) proposals in response to RFP 22-16. To evaluate the proposals, the Village Manager appointed an RFP 22-16 Evaluation Committee (the "Committee"). Cost is not the only factor considered during an evaluation. Consideration is

also given to each firm's organization, experience, qualifications and proposed timeline for completion.

The proposals were reviewed and scored by the Evaluation Committee in a publicly noticed meeting on January 26, 2023. A maximum of 100 points were available in the scoring system for a total maximum score by the Committee of 300 points. The Committee ranked the proposals as follows according to the criteria and point system provided in the RFP.

Rank	Proposer/Firm Name	Points	Cost Proposal
1	Sea & Shoreline LLC	257	$ 1,588,692.00
2	Adventure Environmental Inc.	254	$ 1,800,000.00
3	SE Diving Services LLC	165	$ 1,385,450.00

Adoption of the proposed Resolution would approve the ranking of the RFP 22-16 Evaluation Committee and the recommended selection of Sea & Shoreline LLC ("Sea & Shoreline") for the project.

The proposed Resolution would also authorize the Village Manager and Village Attorney to negotiate and enter into an agreement with Sea & Shoreline for the requested services in substantially the form of Agreement provided as an Exhibit to RFP 22-16 and attached hereto as Exhibit 1 to the proposed Resolution and would authorize the Village Manager to expend budgeted funds.

Following the issuance of RFP 22-16, a change in the project's design plans was completed to achieve a canal depth of 7.6 feet at MLLW rather than the 6-foot depth at MLLW that had been originally designed. The change in design reduced the amount of the backfill needed by approximately 6,050 cubic yards. To account for the change, Sea & Shoreline revised their cost proposal to reflect the appropriate fill material of the new design. This resulted in a reduction of the project cost by $466,235.00. The revised total project cost proposal is $1,122,457.00. The proposal from Sea & Shoreline, provided as Exhibit "A" to the proposed Agreement, reflects the revised project cost.

This item was previously brought before the Village Council for approval on March 2, 2023 and March 30, 2023. After discussions, the item was tabled during both meetings with motions to continue the dialogue with the canal homeowners and the bidding contractors to see if a compromise could be found and to further evaluate the project through additional monitoring.

Budget Impact:
The approved Fiscal Year 2022-2023 Capital Project Fund Budget includes $850,000.00 for the Canal #116 backfilling project. The Village has accepted a grant award from the Florida Department of Environmental Protection in the amount of $1,759,627.10 through the Florida Keys Stewardship Act to fund this project. If selection of the contractor is approved and the project proceeds, construction would likely continue into the next fiscal year. Funding for the project would need to be included in the FY 2023-2024 budget.

Staff Impact:
The Village Attorney would move forward with finalizing the Agreement for services. Village staff, including the Environmental Resources Manager, would communicate with Sea & Shoreline to coordinate timing of the services and inspect the work during the project.

Recommendation:
It is recommended that the Village Council adopt the attached Resolution, thereby approving the selection of Sea & Shoreline to complete the Canal 116 backfill project, authorizing the Village Manager and Village Attorney to enter into an Agreement for the services, and authorizing the Village Manager to expend budgeted funds.

Attachments:
1. Resolution_Canal 116
2. Exhibit 1_Form of Agreement
3. Exhibit A_S&S Proposal
4. Canal 116 Public Comment

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 22-16 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR TO COMPLETE THE CANAL 116 BACKFILL RESTORATION PROJECT; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village"), has committed to canal restoration efforts with the goal of improving water quality conditions within canals and nearshore waters as outlined in the Village's Canal Management Master Plan; and

WHEREAS, through monitoring efforts backfilling has been identified as the most effective canal restoration technology; and

WHEREAS, the Village has completed the feasibility evaluation, data collection, design, and permitting for the backfilling of Canal 116 on Plantation Key; and

WHEREAS, on December 20, 2022, the Village issued Request for Proposals (RFP) 22-16 to solicit proposals from qualified firms to furnish all necessary supervision, labor, tools, parts, and equipment required to complete the Canal 116 backfill restoration project (the "Project") utilizing the engineered construction plans provided by the Village; 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 Project; and

WHEREAS, the Committee reviewed the proposals received using the selection criteria

detailed in RFP 22-16 and recommends selection of the highest-ranked proposal, Sea & Shoreline LLC ("Sea & Shoreline") for the requested services for an amount not to exceed One Million One Hundred Twenty-two Thousand Four Hundred Fifty-seven Dollars ($1,122,457.00); and

WHEREAS, the Village Council finds that approval and selection of Sea & Shoreline 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 Selection. The Village Council hereby approves the selection of Sea & Shoreline to complete the Project at Canal 116.

Section 3. Authorization of Village Officials. The Village Manager or designee and the Village Attorney are authorized to negotiate an agreement with Sea & Shoreline (the "Agreement"), substantially in the form attached hereto as Exhibit "1", for the completion of the Project utilizing the engineered construction plans provided by the Village.

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 design and installation of the Project.

Section 5. Execution of Agreement. The Village Manager is authorized to execute the Agreement with Sea & Shoreline 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 6. **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, VILLAGE ATTORNEY

Exhibit 1

AGREEMENT

THIS IS AN AGREEMENT, dated the day of , 20__, between:

ISLAMORADA, VILLAGE OF ISLANDS
a Florida municipal corporation, hereinafter "**VILLAGE**,"

and

_____
a _____ Company, authorized to do business in the State of Florida, hereinafter "**CONTRACTOR**."

CONTRACT NO. _____

WITNESSETH:

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, VILLAGE and CONTRACTOR agree as follows:

Article I. 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.

Section 1.01 The VILLAGE is in need of an independent experienced contractor to provide backfill of Canal 116 located in Plantation Key, Village of Islamorada, Florida. (the "Project").

Section 1.02 On December 16, 2022, the VILLAGE issued Request for Proposals No. 22-16 for the Project, including all Exhibits and Addenda (the "RFP").

Section 1.03 On January 23, 2023, the VILLAGE received several proposals including a proposal from CONTRACTOR for completion of the Project as expressed in the RFP.

Section 1.04 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 Project.

Section 1.05 On _____, 2023, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted Resolution No. 2__-__-__, awarding the RFP to CONTRACTOR and authorizing the Village to negotiate and execute this Agreement with CONTRACTOR for the Project.

Section 1.06 VILLAGE and CONTRACTOR desire to enter into this Agreement for the completion of the Project in accordance with the RFP which is incorporated herein and as made part of this Agreement as if fully set forth herein and in ARTICLE 2 entitled "SCOPE OF WORK" and on the schedule set forth in ARTICLE 3 entitled "TIME FOR COMPLETION".

Article II. SCOPE OF WORK

Section 2.01 CONTRACTOR shall furnish all necessary expertise, personnel, tools, materials, equipment and supervision, to perform all of the work for the Project described in the RFP, and the Proposal, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A".

Section 2.02 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 for the Project pursuant to the terms of this Agreement.

Section 2.03 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards.

Section 2.04 None of the work or services under this Agreement for the Project 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 III. TIME FOR COMPLETION

Section 3.01 The CONTRACTOR shall commence work as directed by VILLAGE and in accordance with a Project timeline. The Project Timeline shall be based upon the timeline as stated in Exhibit "A" to this Agreement as may be modified and agreed upon during negotiation of this Agreement and provided as Exhibit "B". CONTRACTOR shall complete all work in a timely manner in accordance with the Project Timeline or be subject to liquidated damages pursuant to Section 3.03.

Section 3.02 Anything to the contrary notwithstanding, minor adjustment to the Project timeline 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.

Section 3.03 VILLAGE and CONTRACTOR recognize that time is of the essence with respect to the completion of the Project and VILLAGE would suffer financial loss if the Project is not completed within the time specified in the timeline for completion set forth in Exhibit "A" as mention above, subject to adjustments of such timeline as approved by the Village as provided in the RFP and Proposal. 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 Project is not completed on time. Accordingly, in lieu of requiring any such proof, VILLAGE and CONTRACTOR agree that, as liquidated damages for delays, or early termination of the Agreement, CONTRACTOR shall pay VILLAGE, in addition to any other damages and/or remedies to which VILLAGE may be entitled, the dollar amount equal to six one hundredths of one percent (0.06%) per day of total Contract Price (as defined below) for each calendar day within the first fifteen (15) days after the final completion date set forth in the timeline where the CONTRACTOR fails to reach final completion in accordance with the RFP and Proposal attached hereto as Exhibit "A" or in the event of early termination of the Agreement, for each calendar day within the first fifteen (15) days from termination to the stated completion date. For each calendar day after the first fifteen days following the final completion date provided in the timeline where the CONTRACTOR fails to reach final completion in accordance with the RFP and Proposal the VILLAGE shall be entitled to the dollar amount equal to one tenth of one percent (0.1%) per day of total Contract Price until the CONTRACTOR achieves final completion with respect to a delay or in the event of earlier termination of the Agreement, for each calendar day after the first fifteen days from termination to the stated final completion date, the Village shall be entitled to the dollar amount equal to one tenth of one percent (0.1%) per day of total Contract Price. 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 or early termination, the CONTRACTOR acknowledges and agrees that the amount of liquidated damages approximate the loss anticipated at the time of execution of this Agreement.

Article IV. CONTRACT PRICE, GUARANTEES AND WARRANTEES

Section 4.01 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 contract price hereto is referred to as Contract Price and shall not exceed _____ **Dollars ($____.00).**

Section 4.02 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.

Section 4.03 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.

Section 4.04 The CONTRACTOR shall specify warranty duration and guidelines, inclusions and exclusions for all products.

Section 4.05 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.

Section 4.06 CONTRACTOR is prohibited from placing a lien on the Village's property. This prohibition applies to; inter alia, all sub-contractors and suppliers and labors.

Article V. CONTRACTOR'S LIABILITY INSURANCE/BOND

Section 5.01 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.

Section 5.02 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.

Section 5.03 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.

Section 5.04 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 contract unless all required insurance remains in full force and effect.

Section 5.05 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; and

(d) Pollution Liability - $1,000,000 per Occurrence, $2,000,000 Aggregate. Contractor shall purchase and maintain pollution liability insurance against claims for damages arising out of the assessment, removal, remediation, transport and/or handling of hazardous materials, including but not limited to mold, asbestos, and lead. The policy shall include a minimum limit of not less than $1,000,000.00 per claim and in the aggregate. Said pollution liability policy shall include and list as additional insureds the Village, include coverage for its respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and, the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

Section 5.06 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.

Section 5.07 The VILLAGE reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

Section 5.08 Bonds. If required by the VILLAGE, prior to performing any portion of the Scope of Work the CONTRACTOR shall deliver to VILLAGE the Bonds required to be provided by CONTRACTOR hereunder (the bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the CONTRACTOR shall obtain and thereafter at all times during the performance of the Scope of Work maintain a separate performance bond and labor and material payment bond for the Scope of Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by VILLAGE and executed by a surety of recognized standing with a rating of B plus or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be CONTRACTOR's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the CONTRACTOR shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to VILLAGE.

Article VI. PROTECTION OF PROPERTY

Section 6.01 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 VII. CONTRACTOR'S INDEMNIFICATION

Section 7.01 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.

Section 7.02 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.

Section 7.03 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.

Section 7.04 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 VIII. INDEPENDENT CONTRACTOR

Section 8.01 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 IX. CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

Section 9.01 The VILLAGE may request changes that would increase, decrease or otherwise modify the Scope of Work to be provided under this Agreement as described in Article II of this Agreement. Such changes or additions to the Project 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 to the Project. Each amendment shall at a minimum include the following information on the Project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT
ESTIMATED PROJECT COMPLETION DATE

Section 9.02 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 X. TERM AND TERMINATION

Section 10.01 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.

Section 10.02 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.

Article XI. CONTRACT DOCUMENTS

Section 11.01 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"; the RFP as incorporated into this Agreement and all other addendums and 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 XII. MISCELLANEOUS

Section 12.01 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.

Section 12.02 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.

Section 12.03 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.

Section 12.04 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 12.05 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of VILLAGE.

Section 12.06 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.

Section 12.07 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.

Section 12.08 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.

Section 12.09 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:	Name/Title Company name Street Address City, State, Zip Code E-mail

Section 12.10 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.

Section 12.11 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.

Section 12.12 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

Section 12.13 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.

Section 12.14 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

Section 12.15 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.

Section 12.16 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.

Section 12.17 Waiver. Failure of the VILLAGE to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein 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 XIII. CONTRACT PROVISIONS AND REQUIRED FORMS

Section 13.01 Federal Funding. The Project as provided under this Agreement is expected to be funded in full or in part by a state or federal grant. Neither the United States, the State of Florida nor any of its departments, agencies or employees is or will be a party to this Agreement.

Section 13.02 Superseding Provisions. Notwithstanding any other provisions provided herein, the contract provisions listed below and set forth on the following pages were made part of the RFP for the Project and are made a part of this Agreement and shall supersede any other provisions inconsistent herein.

(a) SUSPENSION AND DEBARMENT – ***Signed and submitted with proposal***
(b) BYRD ANTI-LOBBYING AMENDMENT – ***Signed and submitted with proposal***

[Signature Page To Follow]

[SIGNATURE PAGE TO AGREEMENT]

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

_____
John J. Quick, Interim Village Attorney

CONTRACTOR

WITNESS:

_____ By:_____

Print Name:_____ 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 _____, 20___ (year) 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:

Exhibit A

Islamorada, Village of Islands
Attn: Village Clerk
86800 Overseas Highway
Islamorada, Florida 33036

Dear Islamorada Village Clerk,

Sea & Shoreline, LLC is pleased to submit a quote for the Canal 116 Backfill Restoration Project RFP 22- 16.

Sea & Shoreline is an experienced FL-based marine contractor that has completed over 150 environmental restoration projects. Our services include dredging, dewatering, turbidity monitoring, excavation, seagrass restorations, oyster reefs, artificial reefs, shoreline stabilizations, lake bank restorations, living shorelines, wave attenuation devices, and more.

We have been awarded projects in varying sizes up to $42 million throughout the state of Florida, including those at Kings Bay/Crystal River, Homosassa River, Caloosahatchee River, Indian River Lagoon, City of Holmes Beach, City of Fort Walton Beach, St. Andrew Bay, Blue Springs, Florida Power & Light, and more. Our team of experienced and credentialed marine biologists, dredgers, divers, geotextile experts, and other marine construction professionals hold degrees and certifications in their respective fields and are highly qualified to perform the Canal Backfill Restoration for the Village of Islamorada.

This proposal remains in effect for ninety (90) days. For more information, please visit seaandshoreline.com. Thank you for your consideration.

Sincerely,

Chris Colli

Christopher Colli
Director of Procurement
christopher@seaandshoreline.com
813-810-2364

2. Company Overview: Provide an overview of the company detailing the total number and expertise of professional staff that would be assigned to the project, describing staff credentials, and identifying office locations and staff assigned to those offices throughout the Florida Keys or the nearest locations to the Florida Keys.

Sea & Shoreline's offices are located at the following addresses:

4331 Cockroach Bay Road
Ruskin, Florida 33570

P.O. Box 783549
Winter Garden, Florida 34778

All team members will temporarily relocate for the duration of the project.

Proposed Project Staff:

The following team consisting of 5 Sea & Shoreline employees will be assigned to work on the Canal 116 Backfill Restoration Project:

Andy Risi, PhD– VP of Project Management/Geologist – Andy oversees the scheduling and execution of all projects. He is also a geologist and can handle any necessary geological components of the project.

Kevin Perry– Field Project Manager – Kevin oversees the execution of construction-based projects. He will ensure all deliverables are attained, completing all tasks diligently, efficiently, and safely.

Rowdy Driggers – Heavy Equipment Operator – Rowdy will manage and operate heavy equipment, including cranes, barges, excavators, and track-hoe needed for the project.

Nathan Saunders - Project Coordinator / Crew - Nathan is responsible for producing CAD drawings and designs as applicable for individual projects.

Barchan Rodgers - GIS Analyst / Crew - Barchan is responsible for all surveying/mapping and any other GIS needs as applicable for individual projects.

3. Project Management Experience/Project Examples:

a) Detail the qualifications and experience of the contractor and the services offered.

Sea & Shoreline, LLC is a Florida-based marine construction and aquatic restoration firm with two decades of experience restoring fresh and saltwater habitats to healthy and self-sustaining ecosystems. Our services include sediment removal through mechanical and hydraulic dredging, seagrass/submerged aquatic vegetation restorations, oyster reef restorations, propeller scar restorations, living shorelines, vegetated retaining walls, wetland planting, and mitigation banking.

Sea & Shoreline has been awarded over 150 projects throughout the state of Florida including projects at Kings Bay/Crystal River, Caloosahatchee River, Indian River Lagoon, Merritt Island, Lake Trafford, St. Andrew Bay, McKay Bay, and many more. Our team of experienced and credentialed marine biologists, aquaculture growers, divers, and marine construction professionals hold degrees and certifications in their respective fields.

Sea & Shoreline can handle all aspects of marine construction from surveying, permitting, creation of a dredged materials management area, sediment removal through hydraulic and/or mechanical dredging, dewatering through the use of Geotubes, installation and monitoring of turbidity screens, hauling to an upland site, and restoration of the dewatering site. We use a Differential Global Positioning System (DGPS) to help ensure dredging accuracy.

We have built long-term partnerships with state and federal agencies and organizations as well as other environmental firms that aid in funding, permitting, contracting, and site preparation. We currently have established relationships with FWC, FDEP, ACOE, USCG, and more.

Sea & Shoreline keeps detailed records of all project work and provides its clients with timely reports at scheduled intervals. An engineer typically verifies and signs off on our project work before any invoice is generated.

Sea & Shoreline is accustomed to working in areas with endangered species and ensures compliance is met for all environmental conditions. We are also accustomed to working in canals in residential areas and take care to inform homeowners of procedures in process and to protect boat lifts and seawalls.

b) Provide examples of completed similar projects completed.

Save Crystal River

Location: Crystal River, Florida
Project Description: Mechanical Dredging Canal 285 -Algae Detrital Material Removal
Date Work was Completed: 3/15/2020
Square Feet: 130,690
Contract Amount: $905,903.00
Contact: JoAnne Coop, Phone: (352) 220-3365, Email: jcoop@savecrystalriver.com

Citrus County

Location: Crystal River, Florida
Project Description: Mechanical Dredging- Algae Detrital Material Removal
Date Work was Completed 3/15/2020
Square Feet: 650,000.00
Contract Amount: $322,500.00
Contact: JoAnne Coop, Phone:(352) 220-3365, Email: jcoop@savecrystalriver.com

West Coast Inland Navigation District

Location: Bradenton, Florida (Manatee County)
Project Description: Dredging of the Palma Sola Boat Ramp - Mechanical Dredging - Sediment and Sand
Date Work was Completed: July 16, 2020
Cubic Yards: 175
Contract Amount: $37,170.00
Contact: Jeff Devine, Phone: (941) 485-9402, Email: jeff@wcind.net

Marquesas

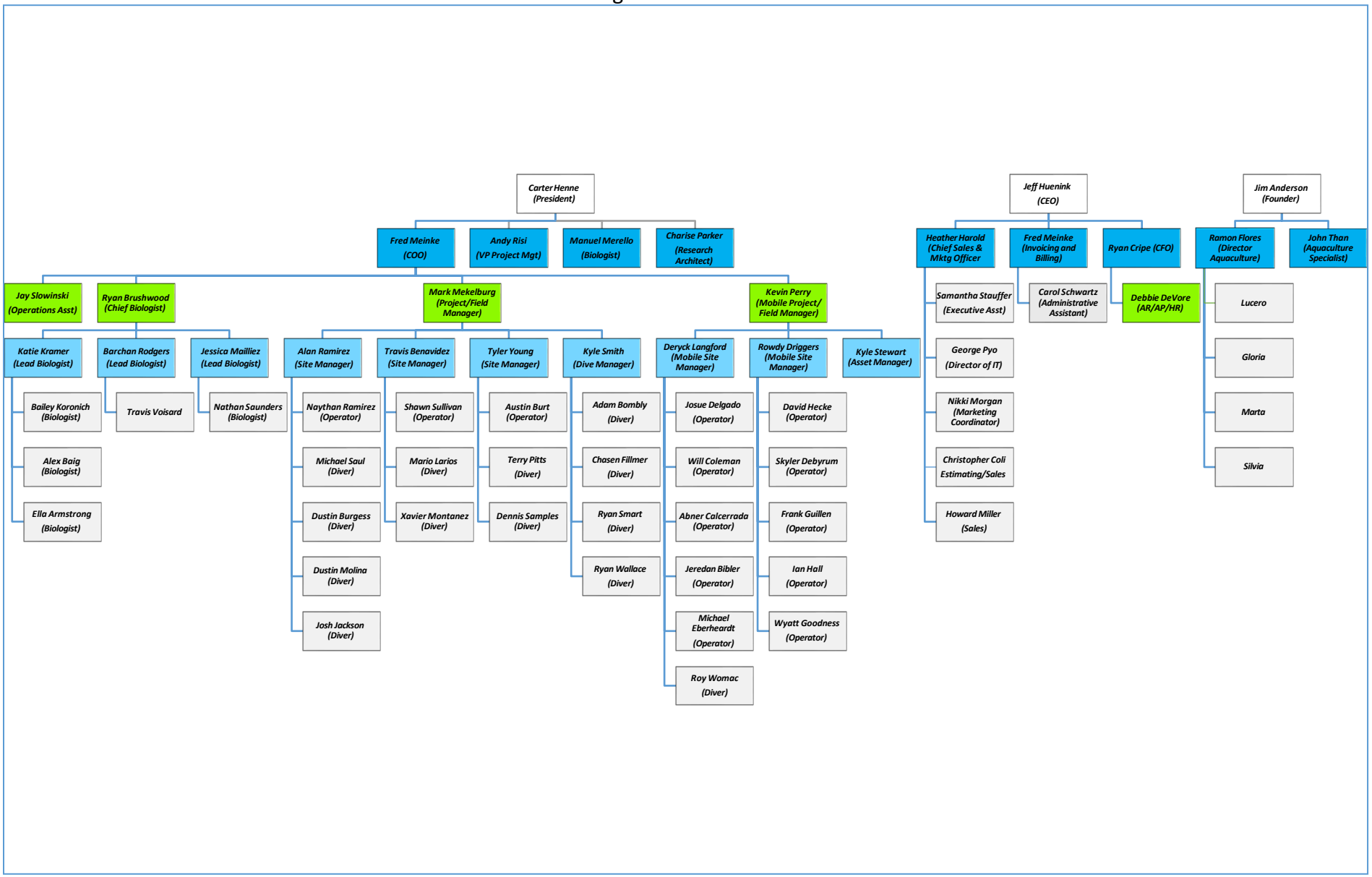
Location: Pinellas County
Project Description: Sandfill and Seagrass Mitigation
Date Work was Completed: 6/2022
Cubic Yards: 1060
Contract Amount: $522,500
Contact: Nick Napolitano, Phone: (941) 587-2631, Email: nick.napolitano@ophotels.com

Sebastian Inlet

Location: Sebastian Inlet (Brevard County)
Project Description: Shoreline Stabilization- the excavation and rehabilitation of approximately 655 linear feet of continuous shoreline
Date Work was Completed: November 2022
Contract Amount: $1,137,093
Contact: James Gray, Phone: (321) 724-5157, Email: jgray@sitd.us

C) Please see Organizational Chart on the following page

Organizational Chart



3. ***Project Approach:*** present your approach towards carrying out the scope of services required.

Mobilization:

- Turbidity curtains and erosion control per the plans and specifications shall be installed before equipment arrival.
- Install fence.
- Equipment delivery to site: The excavator and other equipment will be delivered to the staging area. The crew will be available to receive and set up equipment. Connex, toilet, and supplies will be provided to the staging area.
- Splash: Shortly after the equipment is delivered to the site, a crane truck transporting the barges will arrive at the staging area location, where they will be lowered "Splashed" into canal 28. Pins will connect the Barges, spud wells will be installed, and spuds will be inserted to stabilize the barge. Finally, the crane truck will lift the excavator from the staging area and lower it onto the barge. The barge will be large enough to hold backfill material and equipment.
- The push boat will be attached to the barge to push the barge.

Dredge

- The backfill material will be delivered to the staging location daily. We have secured a hauler who can run three trucks per day. Each truck will make approximately 5 trips.
- The Quarry is approximately 25 miles away.
- The loader at the staging area will drop approximately 50 Tons of backfill material on the barge. We anticipate averaging 5 trips per day back and forth from the staging area to the backfill location in the canal.
- The site superintendent will deliver a safety briefing daily, complete a weather report, review and update hauling logs, and maintain a clean site.
- The survey team will survey weekly and provide a progress report to the county representative.
- Pay apps will be requested bi-weekly or monthly.

Demobilization

- Remove heavy equipment and barges
- Remove fence and erosion control
- Level and grade site
- Install grass or seed to stabilize loose soil
- Final punch and sign-off of project

4. ***Contractor References:*** Provide at least three (3) clients, preferably municipalities, for whom the contractor has completed similar projects within the last two (2) years. The references should include the name, address, telephone number, and email address of a contact person for each reference cited. References will be verified.

Save Crystal River

Name: JoAnne Coop
Address: P.O. Box 2258, Crystal River, Florida 34423
Telephone: (352) 257-6359
Email: jcoop@savecrystalriver.com

Marquesas

Name: Nick Napolitano
Address: 1001 East Atlantic Avenue, Delray Beach, FL 33483
Telephone: (941) 587-2631
Email: nick.napolitano@ophotels.com

Sebastian Inlet

Name: James Gray
Address: 114 6th Avenue, Indialantic, FL 32903
Telephone: (321) 724-5157
Email: jgray@sitd.us

5. Cost Proposal: Complete and submit the bid tab provided as Exhibit "A".

See attached on the following page

Exhibit "A"
(Revised)

UNIT PRICE PROPOSAL SHEET

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	LINE TOTAL PRICE
1	Mobilization and Demobilization	1	LS	$160,000.00	$160,000.00
2	Maintenance of Traffic (Furnish and Install)	1	LS	$30,000.00	$30,000.00
3	Temporary Staging Area Erosion and Sediment Control (Furnish and Install)	1	LS	$30,000.00	$30,000.00
4	Floating Turbidity Barrier (Furnish and Install)	1	LS	$18,000.00	$18,000.00
5	Fill Material (Furnish and Install)	5,771	CY	$32.00	$184,672.00
6	Sand Fill (Furnish and Install)	4,654	CY	$40.00	$186,160.00
7	Trucking of Fill Material	10,425	CY	$45.00	$469,125.00
8	Construction Surveys	1	LS	$20,000.00	$20,000.00
9	Rehabilitation of Temporary Staging Area to Original Condition	1	LS	$20,000.00	$20,000.00
10	Owner Allowance (Mitigation)	1	LS	$4,500	$4,500

Bid Total: $1,122,457.00

Contractor Company Name: Sea & Shoreline LLC

Contractor Signature:

6. ***Timeline:*** Provide a timeline to include the contractor's best estimate of the number of calendar days to complete the Canal 116 Backfill Restoration Project.

Mob- 10 days (MOT, temp staging, erosion control, turbidity)

Fill Canal- 30 days

Survey- 2 days

Site Restoration- 5 days

Demobilization- 3 days

Totaling 50 days

7. ***Ability to obtain Bonds:*** Provide written acknowledgement of the proposer's ability to obtain Performance and Payment Bonds, each in an amount at least equal to the Contract Price.

8. ***Insurance to be provide after award of contract:*** The contractor shall be responsible for all necessary insurance coverage as indicated below. Certificates of Insurance must be provided to Village within fifteen (15) days after award of contract, with Village Council listed as additional insured as indicated. If the proper insurance forms are not received within the fifteen (15) day period, the contract may be awarded to the next selected contractor. Policies shall be written by companies licensed to do business in the State of Florida and having an agent for service of process in the State of Florida.

9. ***State and Local Authorization to Transact Business****:* Submit proof of authorization from the Secretary of the State of Florida to transact and conduct business in the State of Florida. The contractor must be fully licensed and certified in the State of Florida at the time of submittal for the type of services to be rendered.

10. ***Contract Terms.*** Complete and sign the following: DEBARMENT AND SUSPENSION and BYRD ANTI-LOBBYING AMENDMENT. The required forms are found in section XIV of this document.

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

Christopher Colli, Director of Procurement

Name and Title of Authorized Certifying Official

1/23/2023

Date

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

Christopher Colli, Director of Procurement

Name and Title of Authorized Certifying Official

1/23/2023

Date

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

RISI, JOHN ANDREW

SEA & SHORELINE LLC
4331 COCKROACH BAY ROAD
RUSKIN FL 33570

LICENSE NUMBER: CGC1519354

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

FLORIDA SURETY BONDS, INC.

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

Toll Free (888) 786-BOND
www.FloridaSuretyBonds.com
Kim@FloridaSuretyBonds.com

January 17, 2023

RE: Sea & Shoreline, LLC

To Whom It May Concern,

We are the surety agents for Sea & Shoreline, LLC. Bonds are currently written through Merchants Bonding Company (Mutual)/Merchants National Bonding, Inc., which is Best Rated "A, VIII" and has a Treasury Listing of $21,063,000.

We anticipate no difficulties in providing surety bonds for Sea & Shoreline, LLC in the $5,000,000 single and $15,000,000 aggregate range. We would be more than willing to provide the necessary performance and payment bonds for our contractor; however, it must be understood that our ability to provide any surety credit is based upon normal and standard underwriting criteria at the time of their request.

This letter is not an assumption of liability, nor is it a bid, performance and/or payment bond. It is issued only as a bonding reference requested by our client. Neither our agency, nor the surety, are liable for any damages relating to this letter or project.

Please do not hesitate to contact this office if you have any questions at all.

Sincerely,

Kim E. Niv

Kim E. Niv
Vice President

Canal 116				
WBS	Name	Start	Duration	% Done
1	Canal 116 Backfill Restoration 2022	2023-06-05 00:00	58 days	0
1.1	Mobilization	2023-06-05 00:00	15 days	0
1.2	Fill Canal	2023-06-23 23:49	30 days	0
1.3	Site Restoration	2023-08-04 23:25	10 days	0
1.4	Demobilzation	2023-08-18 23:17	3 days	0

July 3, 2023

We are writing this brief letter as a follow-up to our letter sent to you prior to the March 30, 2023 meeting in which the restoration of Canal 116 was discussed. We were extremely supportive of the restoration project then and continue to feel the same. Despite the various hours of discussion at that public council meeting, we were disappointed with the outcome then and are very glad that this topic is up for discussion and vote once again.

The quality of the canal and the surrounding environment will be much improved with this restoration. The restoration will have short and long term positive effects for the entire community, not just the homeowners on the canal. The improvements experienced with other canals that have undergone similar restorations have been quite positive. Additionally, we have been granted state funds to proceed with this project which would be a shame and short sighted to ignore, not to mention economically reckless**.** The deterioration of the canal will only continue, and if not addressed, the economic burden to remediate the situation will be very different for the community in the future.

We have been homeowners of 151 Ocean Drive for over 13 years. Initially, we were able to watch our children swim in the canal and enjoy watching marine life from the dock. Given the conditions of the canal, we are no longer able to enjoy doing this. It was with great enthusiasm that we learned that priority was given to this canal. We know that many other neighbors feel the same, although we recognize the temporary burden it can create for some as they find alternate storage for their boats.

We intend to participate in the upcoming meeting virtually as we cannot be there in person, however you are free to read/share this letter publicly. We have also given permission to our neighbor, Michelle Sciarrone, to read it on our behalf, if the opportunity arises.

Regards,

Alberto & Yolanda Perez

201-314-5337

Council Communication

To: Mayor and Village Council
From: John Quick, Interim Village Attorney
Date: July 27, 2023
SUBJECT: **Resolution establishing Village Council procedures TAB 4**

Background:
The Village Council recently requested that the Village Attorney draft potential Council meeting procedures for its review and consideration. A copy of proposed Council procedures is included herein for the Council's consideration.

Analysis:

Budget Impact:
N/A

Staff Impact:
N/A

Recommendation:

Attachments:
1. 46U9071-Resolution establishing Village Council procedures
2. 46U759003-Village Council procedures (7-13-23)

RESOLUTION _____

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ESTABLISHING PROCEDURES FOR THE VILLAGE COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council has the inherent power to determine procedures for its meetings; and

WHEREAS, the Village Council believes that it is in the best interest and welfare of the residents of the Village to establish such procedures, as well as other procedures governing the Village Council unrelated to its meetings, by Resolution.

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

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Establishment of Procedures. The Village Council hereby approves the Procedures for the Village Council as set forth in Exhibit "A," attached hereto.

Section 3. Authorization of Village Officials. The Village Manager and/or his/her designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of this Resolution.

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 27th day of July, 2023.

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

ISLAMORADA, VILLAGE OF ISLANDS,
VILLAGE COUNCIL MEETING PROCEDURES

The Village Council of Islamorada, Village of Islands, Florida, adopts the following procedures pertaining to the conduct of Village Council meetings:

GENERAL COUNCIL PROCEDURES

I. COUNCIL MEETING

A. Regular Meetings.

The Village Council shall hold regular meetings every third Thursday, commencing at 5:30 P.M. Meetings are to be held in the Council Chambers at Founder's Park. However, the Village Council has complete discretion and flexibility to schedule holiday and seasonal break periods, to hold regular meetings at other dates, times or locations, or to cancel or reschedule any meetings.

Pursuant to Section 5(8)(c) of the Village Charter, a majority of the Council shall constitute a quorum.[1] In addition, pursuant to Section 5(7)(b)5. of the Village Charter, a Councilmember shall forfeit his or her office upon determination by the Council, acting as a body, at a duly noticed public meeting that he or she is absent from three consecutive regular Council meetings without justifiable reason.

B. Special Meetings.

Special meetings may be held at the call of the Mayor, or in his or her absence, at the call of the Vice-Mayor. Special meetings may also be called upon the request of a majority of the Councilmembers. Unless of an emergency nature, notice of such a meeting shall be provide to the public not less than 72 hours prior to the meeting. The Village Manager, or designee, shall make every effort to poll the members of the Council to determine a convenient time for the special meeting. Notice to the public shall be posted at a public place at Village Hall and, if possible, on the Village's website. Notices shall state the date and time of the special meeting and the purpose of the meeting. No further business shall be conducted at the special meeting except that stated in the

[1] / For example, when there are five (5) sitting Councilmembers, three (3) Councilmembers would be required to constitute a quorum.

notice. All meetings shall be open to the public except as expressly allowed by state law.

C. Emergency Meetings.

In those instances where there is a Village meeting subject to Section 286.011, Florida Statutes, scheduled due to an emergency, and it is not possible to post the notice within the time frames set forth in the Village Code and/or herein, the Village shall be required to post the notice on the Village's website at the earliest practicable time. In the written notice calling the emergency meeting, the Village Manager shall include a detailed statement explaining the emergency nature of the meeting.

II. PROCEDURAL RULES

Meetings of the Village Council shall be informal and shall be conducted pursuant to the rules and procedures contained herein. Robert's Rules of Order may be consulted to resolve procedural conflicts, if necessary. The Village Attorney shall serve as the Parliamentarian and shall advise and assist the Mayor on matters of parliamentary law.

A. Presiding Officer.

The Mayor shall serve as the presiding officer at all Council meetings. The Vice Mayor shall act as the presiding officer in the absence of the Mayor. In the absence of both the Mayor and Vice Mayor, the remaining Councilmembers shall by majority vote select a presiding officer to carry out the functions of the Mayor and to run the meeting. The Mayor shall decide on all questions of order. The Mayor may request an interpretation of parliamentary procedure from the Village Attorney. The Mayor shall announce agenda items by the agenda item number. No further explanation or comment shall be made at that time. The Village Attorney shall then read the title of the legislation. Thereafter, the Mayor may call upon the Village Manager, or designee, to provide any needed explanation of the item being considered. If appropriate, the item shall then be opened for public comment or hearing, limited to three minutes per person. When speaking on a particular agenda item, the speaker shall limit his/her comments to the subject of the agenda item under consideration. All comments or questions by the public shall be directed to the Mayor. The Mayor may limit irrelevant or repetitive comments to ensure the orderly conduct and efficiency of the meeting.

Following the close of the public comment or hearing on the item, the Council shall discuss and consider the agenda item.

B. Decorum at Council Meetings.

The Mayor shall preserve order and decorum at Council meetings. Should a member of the audience become unruly or behave in an inappropriate manner prejudicial to the proper conduct of the meeting, the Mayor shall have the right and the authority to require such person to leave the Council Chambers, accompanied, if determined necessary, by the Sergeant at Arms. A Monroe County Sheriff's Department law enforcement officer assigned to the Village shall serve as the Sergeant-at-Arms and carry out all orders and instructions given by the Mayor for the purpose of maintaining order and decorum at Village Council meetings. The Sergeant-at-Arms has the authority to remove any person or persons that he or she believes has violated any of these procedures, or upon request of the Mayor. In addition, in the event the audience or a part of the audience becomes unruly, the Mayor may either recess or adjourn the meeting.

C. Seating Arrangements on the Dais.

The Mayor shall sit in the middle of the dais. The Vice Mayor shall sit to the immediate left of the Mayor. The remainder of the Council shall sit in the two seats to the immediate right of the Mayor and the seat to the immediate left of the Vice Mayor. The Village Manager shall sit three (3) seats to the left of the Mayor, followed by the Village Attorney, Village Planning Director, and Village Clerk.

The order of seating for the Council shall be chosen as follows. Prior to the meeting after the Vice Mayor is selected, the senior most remaining Councilmember shall select the seat to be occupied for that year of his or her choice. The same procedure shall be followed by the second and then third most senior remaining Councilmembers. If there is a tie in terms of seniority, the Councilmember receiving the highest numbers of votes in the most recent general election shall select first. If there remains a tie, then seniority shall be decided by the drawing of lots.

D. Order of Business.

The Order of Business at regular Council meetings shall be as follows:

1. Call to Order/Roll Call

2. Pledge of Allegiance
3. Agenda: Requests for Deletion/Addition
4. Reports, Presentations, and Announcements
5. Public Comment
6. Citizens' Advisory Committee Reports
7. Mayor/Council Communications
8. Village Attorney/Village Manager Communications
9. Consent Agenda
10. Resolutions
11. Ordinances—First Reading
12. Public Hearings—Ordinances—Second Reading
13. Motions
14. Adjournment

E. Reading of Minutes.

The minutes of prior Council Meetings shall not be read aloud but the Council shall consider corrections of minutes of the immediate prior meeting(s) upon request by any member of the Village Council. Unless a reading of the minutes is requested by a Councilmember, minutes may be approved by motion as part of the Consent Agenda.

F. Consent Agenda.

There shall be a Consent Agenda during each regular Council meeting. The Consent Agenda shall contain Resolutions, approval of minutes, motions and other pertinent matters which, in the opinion of the Mayor and Staff may be handled and implemented without necessity for discussion. Unless a member of the Council specifically requests that an item be removed from the Consent Agenda for discussion, all items shall be approved and adopted by a single motion and roll call vote.

Before the Council votes on the Consent Agenda, any member of the public may comment on any item listed on the Consent Agenda. Discussion is limited to a total of three minutes per person.

G. Ordinances.

Ordinances for first reading will be placed on the agenda to determine if a majority of the Village Council decides that the matter should proceed to a second

reading. As such, there shall be no discussion of an Ordinance on First Reading by the public unless a majority of the Council decides to vote to waive the rule.

H. Renewal.

Once action is taken on a proposed Ordinance or Resolution, neither the same matter nor its repeal or decision nor a substantially similar matter may be brought before the Council again during the six (6) month period following said action unless a majority of the Council agree to waive the rule.

I. Time for Reports, Presentations, and Announcements.

Reports, presentations, and announcements will be limited to no more than ten (10) minutes. No Public Comment will be permitted on reports, presentations, and announcements.

J. Rules of Debate.

1. If any member, in speaking or otherwise, transgresses the rules of the Council, the Presiding Officer shall, or any member can, call him to order, in which case the member so called to order shall immediately cease discussion unless permitted by the Presiding Officer to explain; and the Council, if appealed to, shall decide the question without debate. If the decision is in favor of the member so called to order, he or she shall be at liberty to proceed; if otherwise, he or she shall not proceed without leave of the Council to proceed in order.

2. A member about to speak shall respectfully address the Presiding Officer, and shall not commence to speak until recognized by the Presiding Officer. When two (2) or more members request to speak at the same time, the Presiding Officer shall determine which one is recognized.

3. Every member while speaking shall confine himself or herself to the subject under debate, shall conduct themselves in a statesperson like manner, and shall not refer to any other member of the commission except in a respectful manner.

4. Unless a member who has the floor yields for that purpose, no member shall interrupt another while he or she is speaking, except to propound a parliamentary inquiry or make a point of order.

5. The Presiding Officer shall not be deprived of any of the rights and privileges of a Councilmember by reason of acting as the Presiding Officer.

6. A motion to reconsider[2] any action taken by the Council may be made only at the meeting such action was taken, and may only be made by a member of the Council who was on the prevailing side of the action sought to be reconsidered. Reconsideration of the action may occur no earlier than the next Council meeting.

K. Order of Vote.

Roll call shall be as follows: (1) moving Councilmember; (2) Councilmember who seconded the motion; and (3) alphabetical order amongst the remaining Councilmembers, with the exception that the Mayor is entitled to vote last where he/she is nether the moving Councilmember nor the one who provided the second.

L. Postponing Agenda Items.

Absent emergency, the Mayor shall not bring an item for Council consideration unless it is on the agenda. In the event that pertinent information relating to an agenda item is missing or unaccounted for prior to the meeting, the Council may remove the item from the agenda at the meeting upon a majority vote.

There shall be no "tabling" of items. If a matter is to be postponed, it may be "continued" upon majority vote of the Council.

The Mayor or any Councilmember may request to have any item deferred for one meeting if the Mayor or the Councilmember making the request for deferral will not be physically present at the Council meeting, subject to the approval of the remaining Councilmembers.

M. Remote Attendance.

Remote attendance shall be governed in accordance with Resolution No. 21-08-80, as may be amended from time to time.

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[2] / It bears noting that reconsideration (section II.J.6.) and renewal (section II.H.) are different concepts. Reconsideration occurs when a motion is originally adopted and a Councilmember from the prevailing side wishes to bring it back to potentially reconsider the Council's adoption of the motion. Renewal, on the other hand, is when a motion fails to receive enough votes to be adopted and a Councilmember wishes to bring the same item back as a new motion.

N. Actions by the Council.

Actions by the Council may occur only by Ordinance, Resolution or Motion. No action may be taken by the Council on an item that has not been placed on the agenda in accordance with these procedures.

III. PUBLIC HEARINGS

A. Generally.

Ordinances for second reading or items requiring a public hearing shall be placed on this portion of the agenda.

Individuals wishing to speak on matters that appear on the agenda as "Public Hearings" will be recognized by the Mayor. Individuals wishing to speak on matters that appear on the agenda as "Public Hearings" shall fill out a speaker's card and shall be recognized by the Mayor when called upon by the Clerk. The public shall be permitted to speak after the Mayor opens an item for Public Hearing. Discussion is limited to three (3) minutes per person. After the Public Hearing is closed by the Mayor, only members of the Village Council or Staff shall be permitted to discuss the item.

B. Quasi-Judicial Items.

Florida courts have determined that there are certain types of matters that are to be treated differently than other issues considered by the Village Council. Most decisions of the Council are legislative in nature, which means that the Council is acting as a policy making body. In contrast, in quasi-judicial matters, the Council is applying existing rules and policies to a factual situation and is therefore acting like a judge or a jury in a courtroom. In such cases, the courts have decided that due process and fundamental fairness requires that more formal procedures be followed. The Village Attorney shall determine which matters are to be treated as quasi-judicial, and such items shall be noted as such on the agenda.

Quasi-judicial items shall be considered in accordance with the Village Code.

Individuals from the public shall be allotted three (3) minutes each (or such amount of time as determined by the presiding officer), to discuss the quasi-judicial item that is being considered. The Village or the applicant may cross-examine any

individual speaking on the item. Individuals wishing to speak on quasi-judicial items shall be collectively sworn in.

C. Waiver of Quasi-Judicial Hearing.

If the applicant or agent of the applicant agrees with the staff's recommendation and wishes to waive his or her right to a quasi-judicial hearing, and if no Councilmember or anyone from the audience wishes to speak for or against the quasi-judicial agenda item, the Council may vote on the item based upon the materials in the agenda back-up, without any discussion or debate on the agenda item.

IV. PUBLIC PARTICIPATION

A. Generally.

Public Participation shall be held in accordance with the agenda. Those wishing to speak on items that are not on the agenda but pertinent to the Village shall sign in on a form provided by the Village Clerk prior to the meeting. Those wishing to speak on a specific agenda item shall sign in on a form provided by the Village Clerk prior to the meeting and indicate which item they wish to speak on and whether they support or oppose the item, or are otherwise neutral. The Village Clerk will call those persons wishing to speak in the order that they signed in. Public Comment shall be limited to three (3) minutes per participant. If a participant desires to present materials to the Council during Public Comment, the items shall be given to the Village Clerk before the meeting for distribution, including one full copy for the Village Clerk for the public record.

Each individual is requested to state his or her name and shall state the name of the entity represented (if applicable) and the item on the agenda to be addressed (if applicable). Each person addressing the Council shall approach the lectern and speak in an audible tone of voice for the record. Unless further time is granted by the Presiding Officer, each person shall speak only one time, per item, for up to three (3) minutes. No person shall be allowed to donate his or her speaking time to another person. All remarks shall be addressed to the Council as a body and not to any member thereof. A person speaking on an item on the agenda shall limit their comments to matters relevant to the item. All people addressing the Council are strongly encouraged to refrain from making political statements and shall not make personal attacks on any Councilmembers or any other individuals or entities. No person, other than the Council

and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the Council, without the permission of the Presiding Officer. No question shall be asked of a Councilmember except through the Presiding Officer.

After the Public Comment is closed by the Mayor, only members of the Village Council or Staff shall be permitted to discuss the item.

B. Documents.

If an individual wishes to present documents or evidence to the Council, he or she is requested to provide ten copies to the Village Clerk at least two weeks before the Council meeting for inclusion in the Council's agenda back-up. He or she shall not approach the dais to deliver documents directly to the Mayor or Councilmembers nor leave any materials on the dais. Paper copies (no larger than 11 inches x 17 inches) of any boards or charts, shall be provided to the Village Clerk prior to their use at the hearing. PowerPoint/computer presentations must be provided to the Village IT Department and Village Clerk as far in advance as possible. If these items are not provided until the start of the meeting the IT staff managing the broadcast will determine whether they have time to program them into the broadcast.

C. Representative Disclosure.

Any person who addresses the Council on behalf of an individual, corporation or special interest group for compensation must disclose that representation at the beginning of their comments, as described above in Section IV.A.

D. Decorum.

No person shall engage in behavior that disrupts the proceedings of the Council. Council meetings are family-friendly and therefore profane, indecent or obscene language, content or conduct is not permitted. In addition, because the meetings are broadcast and rebroadcast through cable television and on the internet, any language that would not be permitted to be broadcast under FCC guidelines during day-time hours is not permitted during Council meetings. Sufficient warnings of inappropriate conduct may be given by the Presiding Officer at any time and, in the event that any individual shall continue to disrupt the proceeding, the Presiding Officer may then ask that the person be removed. Signs or placards may be brought to a Council meeting,

but may not block any other attendee's view of the proceedings or interfere with any video, audio, stenographic or other recordings of the proceedings.

E. Dissemination of Information/Use of Multimedia for Public Comment.

A member of the public may submit multimedia content for use during his/her comments. For cyber security reasons, multimedia must be submitted via email attachment(s) to the Village Clerk's Office at least five (5) working days prior to the meeting. The Village can only accept common file types such as PDF documents, image files, Microsoft PowerPoint Presentations, and video files in MP4 format. No inappropriate content will be approved for display. Speakers with pre-approved content to display will be ordered first during public comment and subject to the allotted time restrictions.

V. ADJOURNMENT

All meetings of the Village Council, whether special or regular, shall be adjourned no later than 10:00 P.M. However, the Village Council may continue the meeting beyond 10:00 P.M. in accordance with the Village Charter and Code. In any event, the motion to continue the meeting must provide for a specific time frame of no more than thirty (30) minutes that the Village Council will honor for purpose of continuing the meeting.

VI. WAIVER OF PROCEDURES

A. Automatic Waiver during Emergencies.

The procedures in Sections I through IV (except section III.B.) shall be automatically waived during a Declared State of Local Emergency, a Declared State of Emergency or other Village emergency situation to the extent necessitated by the emergency.

The Village Council may waive any of its procedures by majority vote. In addition, failure to follow these procedures is not grounds for invalidation of an action by the Council.

VII. PREPARATION OF AGENDA ITEMS

A. Placement of Items on Agenda.

The Village Manager, Village staff (through the Manager), Village Attorney or any member of the Council may place items on the agenda. Resolutions, ordinances, motions, reports, and Mayor/Council communications shall be identified on the agenda as to the sponsoring Councilmember or Mayor or as a recommendation from the Village staff. Councilmembers wishing to place an item on the agenda shall submit their request for addition through an email to the Village Clerk. Agenda items must be relevant to Village business, and must be clear as to the intent to the item and the actions required of Village staff. Items that do not have sufficient back up materials and/or which are not clear or require additional information may be withheld from the agenda by the Manager until the appropriate information is received.

B. Agenda Closing Dates.

Except as determined by the Manager on a case-by-case basis, all information relating to items to be placed on the agenda shall be submitted to the Village Clerk by 12:00 noon no less than eight (8) days prior to the scheduled Village Council meeting during which the item will be heard, and not less than three (3) days prior to a Special Meeting. All appropriate background material shall accompany the item in the form of a Council communication/memorandum. The Mayor, as chair of the meeting, Village Manager, Village Clerk, and Village Attorney shall review all agenda items submitted by Councilmembers. Agenda items may be removed from the agenda by the Mayor, Village Manager or Village Clerk if it is determined that any agenda item is not in accordance with these procedures. The Village Attorney may remove any agenda item if it is determined that the item is not legally sufficient.

The Village Clerk will provide each member of the Council a preliminary agenda packet six (6) days prior to the scheduled Village Council meeting. A complete package of all agenda materials, including all back up materials, shall be provided to the Village Council no later than the Thursday evening prior to the date of the meeting. In the event that pertinent information relating to an agenda item is missing or not included in the agenda package, the Council may remove the items from the agenda at the meeting.

No additional items shall be added to the agenda after the agenda packet has been delivered to the Council unless by unanimous consent or a majority vote of the Village Council upon a determination that the item is necessary.

Exception for Emergency Meetings. In those instances where there is a Village meeting subject to Section 286.011, Florida Statutes, scheduled due to an emergency, and it is not possible to provide the Council with an agenda packet in accordance with time frames of this section, the Clerk shall provide the agenda packet at the earliest practicable time.

C. Preparation of Legislation.

A member of the Council who would like to request preparation of legislation by the Village Attorney or Staff shall place such requests for consideration under the "Mayor/Council Communications" section of the agenda. The request shall not be acted upon until the request is approved by a motion of the majority of the Council. However, the Mayor or a Councilmember may place any matter on the agenda for Council consideration, provided the item is approved by the Village Attorney as to legal sufficiency and otherwise satisfies applicable procedural requirements. The Village Attorney shall review these items without Village Council approval if, in the Village Attorney's opinion, it can be reviewed in a minimal amount of time. All Ordinances and Resolutions shall indicate the Councilmember or Village Staff member who requested the legislation. All Ordinances and Resolutions shall contain the name of each Councilmember and whether such member voted for, against or failed to vote for the item. All Ordinances and Resolutions, once approved, shall be executed by the Mayor. Unless otherwise required by law, digital signatures may be utilized.

D. Proclamations.

1. Generally.

The Mayor, any Councilmember, and Manager may request that the Mayor issue a proclamation. All requests for proclamations shall be made to the Mayor's office one week in advance, if possible. If the Mayor chooses not to issue a particular proclamation, the requesting Councilmember may bring that proclamation to the Council for consideration. All proclamations shall be issued by the Mayor's office. Every proclamation shall include the name of the Councilmember requesting the proclamation.

2. Request from the Public.

Requests by members of the public for recognition by the Village may be made to the Village Manager or any member of the Village Council.

Requests from the public must include the following information, and all information must be received in writing prior to the agenda publishing deadline for the meeting desired:

- Name of honoree(s) (A maximum of 5 persons for recognition can be accommodated at any one Village Council meeting);
- Description of accomplishment or recognition desired;
- Phone number of contact person and/or honoree;
- Details including dates, history, organizations involved, etc.; and
- Additional information may be required depending on the request.

3. Proclamation Criteria.

Proclamations must fit one of the following criteria:

- Must pertain to an organization existing, or an event occurring, within the Village or benefitting the Village.
- Must pertain to a government or governmental issue or governmental event at the local, state or federal levels.
- Must pertain to an individual who has resided or worked in the Village and/or made lasting contributions to the Village community at large.

E. Sequence of Agenda Items.

At the request of the any Councilmember and upon approval by majority vote, items on the agenda may be moved out of sequence in order to expedite the matters before the Council or for ease of reference and consideration.

Any item may be moved to a time certain upon a motion and majority vote. If an item has been scheduled for a time certain, all business shall stop at the time certain established by the Council and shall not resume until completion of the time certain item(s).

F. Council Work Requests. [3]

All requests for legal information shall be made to the Village Attorney only. When a Councilmember makes a request to the Village Attorney for information that in the opinion of the Village Attorney will involve a substantial or extensive expenditure of time and labor, the Councilmember shall place the item on the agenda under "Mayor/Council Communications." The request shall not be acted upon until the request is approved by a majority vote of the Council.

[3] / This section does not include public records requests, which should be made directly to the Village Clerk's office.

Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: July 27, 2023
SUBJECT: **Resolution Approving Work Authorization No. 13 with WSP for Founders Park Boat Ramp Design and Permitting Project TAB 5**

Background:
Backcountry fishing guides within Islamorada, Village of Islands (the "Village"), have recently been in communication with Village Council members about the need for additional boat launching facilities within the Village. Discussions have ensued about establishing an additional boat ramp within the Founders Park/Plantation Yacht Harbor Marina area to meet this need. A chronological sequence of aerial images, as depicted in Figure 1, shows the likely existence of a historic boat launch approximately 50 feet east of what is referred to as the T dock within Founders Park. This is the location of the proposed new boat ramp. The Village Council has tasked staff with moving forward with preparing the necessary information to submit permit applications for the establishment of a new boat ramp in this location.

Analysis:
Effective August 14, 2020, the Village and WSP USA Environment & Infrastructure, Inc. ("WSP"), entered into a Non-Exclusive Continuing Services Agreement ("CSA") for professional architectural and engineering support services. WSP is a multidisciplinary firm with local staff that has served the Village for the past ten (10) years.

Exhibit "A" to the attached Resolution (Attachment A) is proposed Work Authorization No. 13 between the Village and WSP for Engineering, Environmental Permitting and Support Services for the Founders Park Boat Ramp II Project at a cost not to exceed $63,946.90. Work Authorization No. 13 would become effective upon full execution and run through December 31, 2026. Under this agreement, outlined in the Scope of Services within Exhibit "1", WSP will provide data collection/processing, design and permitting for the boat ramp which are required before construction of this project. The time frame for completion of this project, as indicated within the project schedule in Exhibit 1, is estimated by WSP to be nine months.

Budget Impact:
Expenditures related to this project would be accounted for in the General Fund within the Village Council, Professional Services account. Attachment B is a summary of work authorizations issued to WSP under the CSA to date. Funds not spent in the current fiscal year would be budgeted for in FY 2023-2024, as needed.

Staff Impact:

The Village's Environmental Resources Manager would manage the agreement with WSP and along with Public Works staff would assist WSP with any environmental or engineering questions or issues that arise. The Village's Finance department would track the expenditures.

Recommendation:
Staff recommends that the Village Council approve and adopt the attached Resolution, thereby authorizing Work Authorization No. 13 with WSP for services and approving the related expenditure of $63,946.90 from the General Fund.

Attachments:
1. Figure 1 - Aerial photos
2. Att A_Resolution_WSP_FP boat ramp_072723 RVCM
3. Exhibit A_WA#13 WSP_FP boat ramp_Agreement
4. Exhibit 1_Proposal - 600800.10 - Islamorada Village of Islands - 2023-07-07
5. Att B_WSP_Work Authorization Tracking_as of 070323

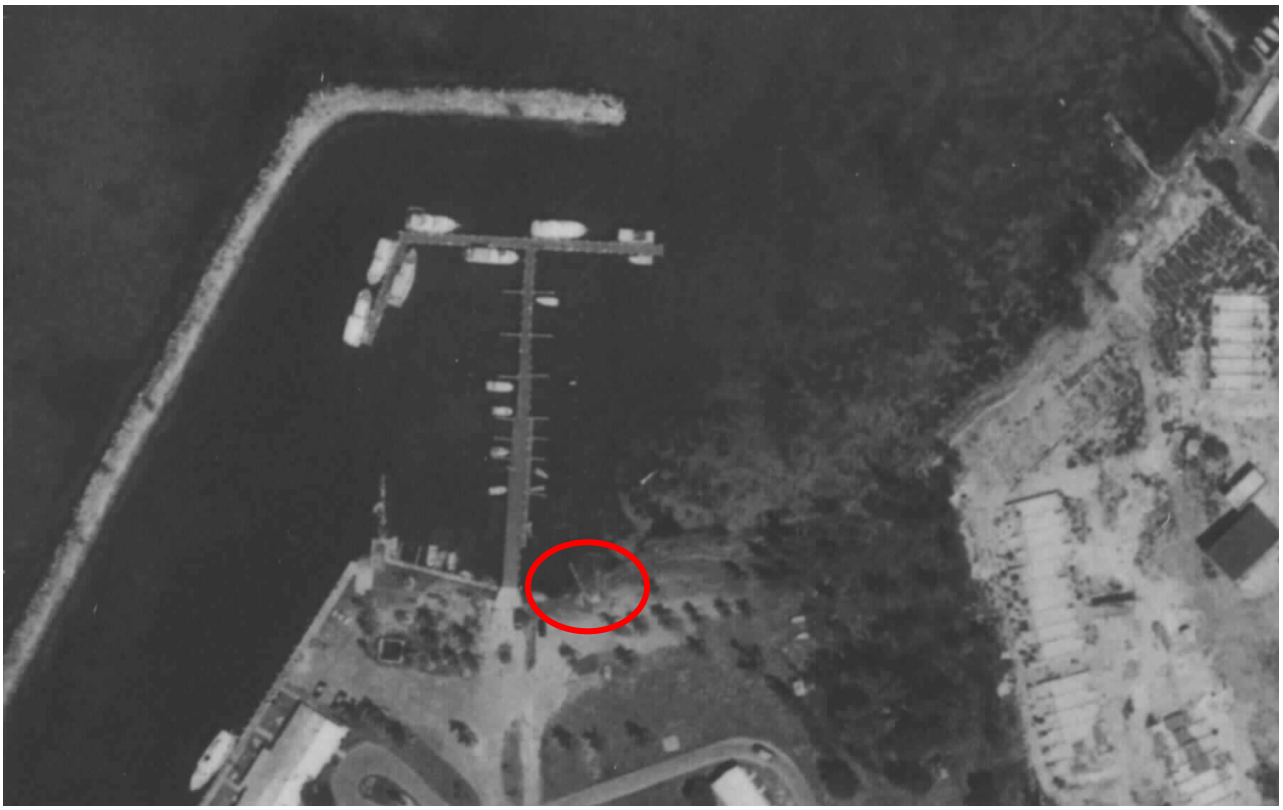
Figure 1 - Aerial Photos

1962:

1968:

1972:

1975:



1981:

1985:

Attachment A

RESOLUTION N0. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 13 WITH WSP USA ENVIRONMENT & INFRASTRUCTURE, INC. FOR PROFESSIONAL SERVICES FOR THE FOUNDERS PARK BOAT RAMP II PROJECT; 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 PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council"), has determined there is a need to provide additional boat launching facilities for backcountry fishing guides working within the Village; and

WHEREAS, the Village Council working in cooperation with the fishing guides have determined that a likely site for a new boat launch facility is located within Founders Park at the location of historic boat ramp; and

WHEREAS, the Village is in need of an independent contractor to provide the necessary engineering services to complete the data collection and processing, design, and permitting needed to establish a new boat ramp at this location; and

WHEREAS, the Village has a current Continuing Services Agreement ("CSA") with WSP USA Environment & Infrastructure, Inc. ("WSP") for professional engineering and architectural support services; and

WHEREAS, WSP has proposed to perform these services as outlined in the Scope of Services within Exhibit "1" in an amount not to exceed Sixty-three Thousand Nine Hundred Forty-six Dollars and ninety Cents ($63,946.90); and

WHEREAS, Village staff have identified the Village Council's Professional Service's account in the General Fund as an appropriate funding source for this project; and

WHEREAS, the Village Council has determined that approval of the Work Authorization with WSP 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 Work Authorization. The Village Council hereby approves Work Authorization No. 13 with WSP for completion of the Founders Park Boat Ramp II Project, as set forth in Exhibit "A" attached hereto.

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

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 Work Authorization.

Section 5. 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 ___

Councilman 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

WSP USA ENVIRONMENT & INFRASTRUCTURE, INC.

For

Work Authorization No. 13

Engineering, Environmental, and Support Services

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

WHEREAS, the VILLAGE and CONSULTANT have entered into a continuing services agreement dated August 14, 2020, pursuant to RFQ #20-03, (the "Continuing Contract") and CONSULTANT has been approved to provide the services contemplated herein; and

WHEREAS, the VILLAGE and CONSULTANT desire to enter into this Work Authorization for the CONSULTANT to provide the data collection, processing, design and permitting required for the construction of a proposed new boat ramp at the Village's Founders Park as more further described in Exhibit "1" attached hereto (the "Project"), in accordance with the terms and conditions of this Work Authorization.

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide environmental and engineering services to the VILLAGE for the Project as described in the "Project Description" attached as Exhibit "1" to complete the Data Collection and Processing, Design, and Permitting for the Founders Park Boat Ramp II Project.

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 in accordance with the provisions of the Continuing Contract, 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 Services the CONSULTANT shall provide to the VILLAGE the following Deliverables:

- *Bathymetric and Topographic Survey, Engineering and Ecological Reports*
- *An electronic copy of the final design plans and technical specifications*
- *A list of all required permits identifying issue dates and issuing authorities and electronic copies*

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 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 Project Agreement is fully executed by all parties and shall continue in full force and effect through, **December 31, 2026,** unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Village Manager may extend the term of this Project Agreement through written notification to the CONSULTANT. Such extension shall not exceed (30) days. No further extensions of this Project 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 Project Agreement as 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 Project Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Lump Sum Compensation. VILLAGE agrees to pay CONSULTANT an amount not to exceed Sixty-three Thousand Nine Hundred Forty-six Dollars and ninety Cents **($63,946.90)** 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 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 monthly basis and in a timely manner. 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 Project 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 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 Project 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 Project Agreement. In the event that CONSULTANT abandons this Project 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 Project 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 Project Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	**FUNCTION**
Greg Corning, P.E.	Sr. Project Manager
Stephen Hanks, P.E.	Senior Engineer
Josh Ptomey, Beau Daigneault	Field Coordination
Dustin Atwater	GIS Professional
Soraya Gomez, Maggie Kanakis	Administration

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. INCORPORATION OF CONTINUING CONTRACT

All terms and conditions of the Continuing Contract not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 9. 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.

SECTION 10. MISCELLANEOUS

10.1 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 Project 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 Project 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 PROJECT 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.

10.2 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 Project 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 Project Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Project 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.

10.3 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 Project 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.

10.4 Scrutinized Companies. 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 Project 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 Project Agreement.

IN WITNESS WHEREOF, the parties have executed this Project 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:_____
Ted Yates, Village Manager

The ____ day of _____, 20___.

AUTHENTICATION:

_____
Marne McGrath, Village Clerk

(SEAL)

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

_____
John J. Quick, Interim Village Attorney

CONSULTANT

WSP USA ENVIRONMENT & INFRASTRUCTURE, INC.

By:_____

Print Name:_____

Title:_____

The ____ day of _____, 20___.

AUTHENTICATE:

_____
Secretary

_____
Print Name

(CORPORATE SEAL)

WITNESSES:

_____

Print Name:_____

_____

Print Name:_____

Exhibit "1"

5015 S. Florida Avenue, Ste 301
Lakeland, Florida 33813

wsp.com

July 7, 2023

Mr. Peter Frezza
Environmental Resources Manager
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036

Via email: peter.frezza@islamorada.fl.us

Re: Proposal for Professional Engineering Services
Founders Park Boat Ramp #2 Plantation Key Project
WSP Project: No. 600800x10

Dear Mr. Frezza:

WSP USA Environment & Infrastructure, Inc. (WSP) is pleased to provide this proposal for professional services related to the Founders Park Boat Ramp #2 Project. This proposal is based upon discussions with Village staff in establishing a second boat ramp at Founders Park/Plantation Yacht Harbor Marina.

Background and Need Section

This comes from discussions that have been ongoing between the Village Council and members of the Florida Keys Fishing Guides Association. The new ramp would be for use by local backcountry fishing guides. Historic aerial imagery indicates that a boat launching facility existed in the location of this proposed new ramp.

The following services are following the Continuing Services Agreement dated September 2018 and amended in March 2019 for Professional Engineering Services, Canal Restoration Projects, and Environmental Permitting and Support Services.

Scope of Services

The design intent for this proposal is to provide a new reinforced concrete ramp with a timber framed dock supported on timber piles in the footprint identified in the above figure within the Founders Park. The ramp and dock will utilize the following design standards:

- Islamorada Code of Ordinances Section 30-1546
- Florida Building Code 7th Edition
- FWC
- FDEP

Task 1 : Data Collection/Processing

WSP will conduct a bathymetric and topographic survey for the proposed boat ramp and surrounding area within the project boundary. The bathymetric surveys will be carried out utilizing a survey- grade GPS unit operating in Real Time Kinematic (RTK) mode mounted atop an adjustable height rod. This apparatus will be used in a boat to traverse the area as best as possible to establish a grid of the bottom elevations sufficient to develop a digital elevation model. The topographic data will be acquired using traditional survey methodologies for the road, existing utilities, private property, and any other significant structure within the project boundary. Jurisdictional wetland lines and associated water elevations will be determined as required for permitting. Topographic and bathymetric maps will be prepared for the design and permitting of the project. The survey and subsequent work will be relative to the North American Datum of 1983/2007 Adjustment (NAD83/07) and the North American Vertical Datum of 1988 (NAVD88) based on the nearby National Geodetic Survey (NOS) and/or Florida Department of Transportation (FDOT) horizontal and vertical geodetic control monuments. Surveying and mapping services associated with this assignment will conform with the applicable requirements of the Department's Bureau of Survey and Mapping, and applicable sections of Florida Administrative Rule Chapter 5J-17, Standards of Practice, pursuant to Chapter 472, Florida Statutes.

WSP shall conduct a determination of the boundaries of jurisdictional waters of the U.S., including wetlands, on the subject site as required for permitting. Wetlands will be defined using the Routine on - Site Determination method as described in the 1987 United States Army Corps of Engineers (USACE) Corps of Engineers Wetlands Delineation Manual or the Delineation of the Landward Extent of Wetlands and Surface Waters [Florida Department of Environmental Protection (FDEP), Chapter 62.340, F.A.C]. Both protocols use a series of tests to address three characteristics of wetlands, including the presence/absence of hydrophytic vegetation, wetland hydrology, and hydric soils. Before the site visit, WSP will research and assemble available soil surveys, site topographic maps, and National Wetland Inventory maps to preliminarily identify potential waters of the U.S., wetlands, and streams. WSP will then conduct the field visit to characterize the delineated wetlands. Delineation includes on-site determination, marking in the field with a handheld GPS unit (sub-meter accuracy), and flagging of the aerial extent of each wetland (if any). If any wetlands are identified, then a Uniform Mitigation Assessment Method (UMAM) form will be completed. In conjunction with the wetland delineation, a threatened and endangered species survey is required in an Environmental Resource Permit (ERP) for the proposed action. WSP scientists permitted by the Florida Keys National Marine Sanctuary (FKNMS) will conduct an in-water survey of the benthos to identify the presence-sensitive aquatic resources (i.e., seagrasses, corals, or sponges) within the immediate area of the project.

Deliverable(s): Bathymetric and Topographic Survey, Engineering and Ecological Reports.

Task 2 : Design

WSP will prepare a conceptual schematic design which will include a plan view and cross-section location of the proposed ramp and associated features with the least practical environmentally impactful alignment.

Upon approval from the Village of the conceptual design, WSP will prepare preliminary design plans and technical specifications for the project. The preliminary design plans will consist of an existing site plan, a proposed site plan, proposed grading plans, erosion and sediment control plans, and construction details.

WSP will coordinate and hold pre-application permitting meetings with the South Florida Water Management District (SFWMD), USACE, Village, and FKNMS using the preliminary design plans. WSP will prepare meeting minutes and provide them to the Village.

WSP will update the plans and specifications in response to regulatory agency comments. WSP will prepare final design plans, technical specifications, and engineer's construction cost estimate for the project. The final design plans will include an existing site plan, proposed site plan, proposed grading plans, erosion, and sediment control plans, cut/fill analysis, and construction details.

Deliverable(s): An electronic copy of the final design plans and technical specifications.

Task 3 : Permitting

WSP will incorporate comments received during the pre-application meetings to complete and submit local, state, and federal permit applications as required, using the final design plans. Permit applications will be submitted to the following agencies:

- SFWMD;
- USACE;
- FKNMS; and
- Village.

WSP will respond to Requests for Additional Information for each permit application. If impacts to wetlands or benthic resources are identified, WSP will coordinate appropriate mitigation either onsite or through the purchase of mitigation credits.

Deliverable(s): A list of all required permits identifying issue dates and issuing authorities and electronic copies.

Schedule

We will begin work on this project after receiving the written contract authorization. We have prepared a Preliminary Schedule outlining the major tasks of the proposed work.

The anticipated time frame for project execution is nine months with each task to be completed within the number of months indicated below from the written Notice-to-Proceed (NTP):

ACTIVITY	MONTHS
Data Collection	Two (2) Months
Design	Four (4) Months
Permitting	Six (6) Months

Proposed Fee

Fees for the services described above will be charged on a Lump Sum basis. The proposed fee includes the labor and expenses which can reasonably be anticipated to complete the scope of services as proposed and includes travel costs and expendable supplies. The total proposed fee is **$63,946.90.**

Task 1:	**Data Collection/Processing**	**$22,876.90**
Task 2:	**Design**	**$29,890.00**
Task 3:	**Permitting**	**$ 11,180.00**
Total:		**$63,946.90**

This proposal is good for 60 days or the contract end date whichever is sooner. The terms and conditions of the Non-Exclusive Continuing Services Agreement between Islamorada, Village of Islands, and WSP Environment & Infrastructure Solutions, Inc. (WSP), dated September 14, 2018, are incorporated by reference.

Closing

We appreciate this opportunity to offer our professional services to you and the Village on this project. We look forward to working with you and are committed to providing the services you require for the successful completion of this important project within the time frame required. If you have any questions or comments regarding this proposal, please let us know.

Sincerely,

WSP USA Environment & Infrastructure, Inc.

Greg Corning
Assistant Vice President, Civil Engineer
FL Civil Design Team Lead
1 (314) 920-8359
Greg.Corning@wsp.com

Crissy Mehle
Vice President, FL Water Environmental Local Business Leader
1 (470) 991-3771
Christine.Mehle@wsp.com

WSP USA Environment & Infrastructure, Inc.

(f/k/a Wood Environment & Infrastructure, Inc. f/k/a AMEC)

Work Authorizations Under CSA Eff. 8/14/2020 to 8/13/2025
RFQ No. 20-03 Selection - Res. No. 20-06-50
as of 7/3/2023

WA#1 - Dredging Services @ PYH Boat Basin

Resolution		21-06-51
Term		6/16/2021 to 9/1/2022
PO #		21-0141
NTE	$	22,171.00
Paid Invs	$	22,171.00
Remaining	$	-

WA#2 - Lower Mat. Canals Restoration Culvert Project - Data Collection Phase (Task 2)

Resolution		21-11-115
Term		11/29/2021 to 3/31/2023
PO #		22-0061
NTE	$	58,928.00
Paid Invs	$	58,928.00
Remaining	$	-

WA#3 - Canal 116 Backfilling Restoration Project - Design, Engineering, Permitting

Resolution		22-01-05
Term		2/1/2022 to 12/31/2023
PO #		22-0094
NTE	$	64,085.10
Paid Invs	$	64,085.10
Remaining	$	-

WSP USA Environment & Infrastructure, Inc.

(f/k/a Wood Environment & Infrastructure, Inc. f/k/a AMEC)

Work Authorizations Under CSA Eff. 8/14/2020 to 8/13/2025
RFQ No. 20-03 Selection - Res. No. 20-06-50
as of 7/3/2023

WA#4 - Canal Dissolved Oxygen Monitoring

Resolution		22-03-19
Term		3/11/2022 to 10/31/2024
PO #		22-0118
NTE	$	264,958.00
Paid Invs	$	110,205.47
Remaining	$	154,752.53

WA#5 - Derelict Vessel Removal

Resolution		22-03-20
Term		4/5/2022 to 12/31/2024
PO #		22-0126
NTE	$	33,900.00
Paid Invs	$	13,354.50
Remaining	$	20,545.50

WA#6 - Lower Mat. Canals Restoration Culvert Project - Design Phase (Task 3)

Resolution		22-06-46
Term		6/9/2022 - 12/1/2023
PO #		22-0144
NTE	$	48,954.00
Paid Invs	$	48,954.00
Remaining	$	-

WSP USA Environment & Infrastructure, Inc.

(f/k/a Wood Environment & Infrastructure, Inc. f/k/a AMEC)

Work Authorizations Under CSA Eff. 8/14/2020 to 8/13/2025
RFQ No. 20-03 Selection - Res. No. 20-06-50
as of 7/3/2023

WA#7 - Roadway Assessment	
Resolution	22-06-51
Term	6/27/2022 to 12/31/2023
PO #	22-0170
NTE	$ 58,521.00
Paid Invs	$ 58,521.00
Remaining	$ -

WA#8 - Vulnerability Assessment	
Resolution	22-08-78
Term	8/9/2022 to 12/31/2023
PO #	23-0013
NTE	$ 178,100.00
Paid Invs	$ 71,240.00
Remaining	$ 106,860.00

WA#9 - Canal 114 Water Quality Monitoring, Construction Admin & Inspection	
Resolution	23-06-53
Term	9/21/2022 to 12/31/2023
PO #	23-0011
NTE	$ 68,032.98
Paid Invs	$ 55,413.82
Remaining	$ 12,619.16

WSP USA Environment & Infrastructure, Inc.
(f/k/a Wood Environment & Infrastructure, Inc. f/k/a AMEC)

Work Authorizations Under CSA Eff. 8/14/2020 to 8/13/2025
RFQ No. 20-03 Selection - Res. No. 20-06-50
as of 7/3/2023

WA#10 - Tea Table Channel Bouys Permitting		
Resolution	N/A	
Term	9/23/2022 to 10/31/2023	
PO #	23-0080	
NTE	$	4,930.00
Paid Invs	$	4,930.00
Remaining	$	-

WA#11 - Lower Mat Culvert Project - Permitting (Task #4)		
Resolution	23-02-05	
Term	2/14/2023 to 12/31/2025	
PO #	23-0012	
NTE	$	10,284.00
Paid Invs	$	7,198.80
Remaining	$	3,085.20

WA#12 -Canal 147 Engineering Services		
Resolution	23-03-34	
Term	3/31/2023 to 12/31/2024	
PO #	23-0113	
NTE	$	69,863.10
Paid Invs	$	13,442.45
Remaining	$	56,420.65

TOTAL AUTHORIZATION UNDER CSA TO DATE (7/3/2023)	***$***	***882,727.18***

Council Communication

To: Mayor and Village Council
From: Vince Tarves, Systems Engineer
Date: July 27, 2023
SUBJECT: **Resolution Approving Purchases from SHI International Corp. for FY 2022-2023 - Continued from 7/6 - TAB 6**

Background:
At its meeting on June 18, 2020, the Village Council adopted Resolution No. 20-06-49 approving the purchase of three (3) Nutanix Enterprise Cloud Servers and two (2) Cisco Nexus Switches from SHI International Corp. ("SHI") for $90,872.08 to create an on-premises cloud cluster containing one (1) block with three (3) nodes to host the Village's servers and upgrade the Village's aging computer server infrastructure. This infrastructure allows the Village's servers to continue normal operations in the event of a hardware failure. A hardware failure occurred in August of 2022 where a host failed, and all Village servers kept running while the IT & Communications Department was alerted to the problem and worked with Nutanix to get the replacement in-house the next business day. Nutanix did exactly what it was supposed to do. Once the IT & Communications Department replaced the faulty hardware, operations returned to normal without any interruptions to Village business.

At its meeting on May 12, 2022, the Village Council adopted Resolution No. 22-05-33 approving a three (3)-year agreement with SHI for Nutanix Xi-Leap Disaster Recovery and Business Continuity to protect the new Nutanix cluster hosting the Village's mission-critical services. The service cost $79,191.31, and is being expensed over three fiscal years. In FY 2022-2023, almost $23,000.00 has been expensed to the Professional Services account of the IT & Communications Department in the General Fund for this previously approved service.

Analysis:
The above-described Nutanix Cluster is currently running at the upper end of the capacity threshold able to handle a hardware failure in order to keep all virtual servers running and to add any additional virtual servers that may be required. The IT & Communications Department is currently working on a few projects that will require more resources and additional virtual servers to help other departments be more efficient. The threshold limitation of the current system is also limiting the IT & Communications Department's ability to test failover to our disaster recovery service in the event of a natural disaster, security breach or other event that takes Village Hall off-line, like a fire in the electrical room. Testing this service is critical to keeping the Village operational on a continuous basis.

The IT & Communications Department received a quote from SHI for $27,993.61 to add another a single node server block. The attached Resolution would authorize Village staff to issue a purchase order to SHI International Corp. (SHI) to purchase the equipment listed in the

quote in Exhibit “B” to the Resolution, which is attached. In 2020, the Village received three quotes for the server upgrade project, and the Council approved selection of SHI, which provided the lowest cost quote. It is important to utilize the same vendor for the Nutanix equipment for continuity. Therefore, staff is requesting a waiver of competitive bidding at this time and approval of the cost quote from SHI.

The attached Resolution would approve the quote from SHI for the Nutanix expansion and would also ratify payments for license subscriptions to SHI previously budgeted for and other operating supplies through June 25, 2023 in the amount of $26,331.04 (Exhibit “A” to the Resolution). The Resolution would also provide for an additional amount of $15,000.00 for other minor purchases as needed for the network infrastructure through the end of the fiscal year. Effectively, the total approval in purchases from SHI authorized in this Resolution for FY 2022-2023 would be $69,324.65.

Staff was delayed in bringing the comprehensive SHI item to the Village Council for approval due to efforts to negotiate the single node server block quote and lower it from an initial amount of over $35,000.00. In the meantime, other purchases from SHI were needed to maintain licenses for existing equipment and software applications.

Budget Impact:
The Village’s FY 2022-2023 adopted Capital Project Fund budget includes $50,000.00 for capital purchases for the IT & Communications Department. As of June 23, 2023, the IT & Communications Department has used $8,669.50 for capital purchases leaving $41,330.50 for the Nutanix expansion request in the amount of $27,993.61, (Exhibit “B” to the Resolution).

In FY 2022-2023, the Village has made $26,331.04 in individual payments to SHI for continuation of license subscriptions and purchase of operating supplies needed to maintain its computer infrastructure (Exhibit “A” to the Resolution). These payments are expensed to various operating accounts primarily in the General Fund. The license subscription renewals were contemplated when preparing the FY 2022-2023 budget.

Staff Impact:
IT & Communications Department staff would work with Nutanix to install the block. IT staff would continue to be responsible for monitoring the servers and addressing issues as they arise.

Recommendation:
It is recommended that the Village Council adopt the attached Resolution, thereby approving the purchase of the Nutanix Single Node Block and other purchases in FY 2022-2023 from SHI International Corp.

Attachments:
1. Reso_SHI_070623 RVCM (FINAL)
2. Ex A_FY22-23 SHI Pmts through 062523
3. Ex B_SHI Quote-23633651

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RATIFYING PURCHASES FROM SHI INTERNATIONAL CORP. FOR FY 2022-2023 THROUGH JUNE 25, 2023; AUTHORIZING ADDITIONAL PURCHASES THROUGH THE END OF FY 2022-2023; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; APPROVING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, as part of development and maintenance of its computer network and server infrastructure, Islamorada, Village of Islands (the "Village"), purchases Nutanix servers and other equipment and services from SHI International Corp. ("SHI") on an as-needed and emergency basis; and

WHEREAS, the Village has paid SHI $26,331.04 in FY 2022-2023 through June 25, 2023, set forth in Exhibit "A" attached hereto (Exhibit "A"); and

WHEREAS, the Village estimates it will need to make an additional $15,000.00 in purchases from SHI through the remainder of FY 2022-2023, which ends on September 30, 2023; and

WHEREAS, the Village needs to expand the capacity of its computer server infrastructure and received a cost quote from SHI in the amount of $27,993.61, set forth in Exhibit "B" attached hereto (Exhibit "B"); and

WHEREAS, pursuant to Section 2-327 of the Village's Code of Ordinances relating to the Village's purchasing guidelines, purchases of or contracts for materials, supplies, equipment, improvements, or services where the total amount expended to a single vendor in any single year is $25,000.00 or more shall be awarded by the Village Council; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council") finds that ratification of purchases of $26,331.04 from SHI described in Exhibit "A," approval of

additional purchases from SHI in the amount of $15,000.00 through fiscal year ending September 30, 2023, approval of a quote of $27,993.61, set forth in Exhibit "B" to expand the Village's Nutanix server infrastructure, and waiver of competitive bidding for the purchases are in the best interest of the Village.

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 Expenses. The Village Council hereby approves and ratifies the following: 1) purchases in FY 2022-2023 through June 25, 2023, in the amount of Twenty-six Thousand Three Hundred Thirty-one and 04/100 Dollars ($26,331.04) from SHI (Exhibit "A"); 2) purchases of equipment needed for expansion of the Nutanix system in the amount of Twenty-seven Thousand Nine Hundred Ninety-three and 61/100 Dollars ($27,993.61) from SHI (Exhibit "B"); and 3) an additional Fifteen Thousand and no/100 Dollars ($15,000.00) in parts and services from SHI through September 30, 2023.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of purchases as set forth herein.

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 purchases as set forth herein.

Section 5. **Waiver of Competitive Bidding**. In accordance with Section 2-328(1) and (3) of the Village Code, the Village Council waives the competitive bidding provisions of the Village Code for these purchases.

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

Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION
VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

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

PASSED AND ADOPTED ON THIS ___ DAY OF _____, 2023.

_____
JOSEPH B. PINDER, 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

Islamorada, Village of Islands

Vendor History Report

By Vendor Name

Posting Date Range 10/01/2022 - 06/25/2023

Payment Date Range 10/01/2022 - 06/25/2023

Payable Number / Item Description	Description / Units	Price / Post Date / Amount	1099 / Account Number	Payment Number / Account Name	Payment Date / Dist Amount	Amount	Shipping	Tax	Discount	Net	Payment
Vendor Set: 01 - Vendor Set 01											
0859 - SHI INTERNATIONAL CORP.						**26,331.04**	**0.00**	**0.00**	**0.00**	**26,331.04**	**26,331.04**
B15959729	Veeam Backup Licenses	10/13/2022	82527	10/13/2022		4,128.60	0.00	0.00	0.00	4,128.60	4,128.60
Veeam Backup Licenses	0.00	0.00 4,128.60	001-0700-519-54	Dues & Subscriptions	4,128.60						
B16003327	Smart UPS for servers and NAS	11/3/2022	82681	11/4/2022		4,380.96	0.00	0.00	0.00	4,380.96	4,380.96
Smart UPS for servers a	0.00	0.00 4,380.96	001-0700-519-52	Operating Supplies	4,380.96						
B16371150	Fortinet Firewall Renewal 1/11/23-2/11/2	1/26/2023	83303	1/26/2023		10,560.00	0.00	0.00	0.00	10,560.00	10,560.00
Fortinet Firewall Renew	0.00	0.00 10,560.00	001-0700-519-54	Dues & Subscriptions	10,560.00						
B16595375	WiFi Access Point for Great Lawn	3/30/2023	83777	3/30/2023		1,878.48	0.00	0.00	0.00	1,878.48	1,878.48
WiFi Access Point for Gr	0.00	0.00 1,878.48	001-1300-572-41	Communications	1,878.48						
B16715640	Fortinet Analysis Maintenance 3/22/23 - 4,	4/27/2023	83977	4/27/2023		2,053.00	0.00	0.00	0.00	2,053.00	2,053.00
Fortinet Analysis Mainte	0.00	0.00 2,053.00	001-0700-519-54	Dues & Subscriptions	2,053.00						
B16798820	Adobe Acrobat Renewal	5/18/2023	84123	5/18/2023		3,330.00	0.00	0.00	0.00	3,330.00	3,330.00
Adobe Acrobat Renewal	0.00	0.00 3,330.00	001-0700-519-54	Dues & Subscriptions	3,330.00						
				Vendors: (1)	**Total 01 - Vendor Set 01:**	**26,331.04**	**0.00**	**0.00**	**0.00**	**26,331.04**	**26,331.04**
				Vendors: (1)	**Report Total:**	**26,331.04**	**0.00**	**0.00**	**0.00**	**26,331.04**	**26,331.04**

Pricing Proposal
Quotation #: 23633651
Created On: 6/26/2023
Valid Until: 7/26/2023

FL-Islamorada Village of Islands

Vince Tarves
86800 Overseas Highway
FL 3
Attn: AP
Islamorada, FL 33036
United States
Phone:
Fax:
Email: vince.tarves@islamorada.fl.us

Inside Account Executive

Thomas Morrow
290 Davidson Ave Somerset, NJ 08873
Phone: 732-564-8522
Fax: 732-564-8224
Email: Thomas_Morrow@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Subscription, Acropolis AOS Pro Software License Production Software Support Service Nutanix - Part#: SW-AOS-PRO-PRD	1	$15,202.21	$15,202.21
2	Subscription, Acropolis AOS Pro Software License Production Software Support Service for 1 CPU core Nutanix - Part#: L-CORES-PRO-PRD	16	$0.00	$0.00
3	Subscription, Acropolis AOS Pro Software License Production Software Support Service for 1 TiB of flash Nutanix - Part#: L-FLASHTIB-PRO-PRD	4	$0.00	$0.00
4	Term in months Nutanix - Part#: TERM-MONTHS	30	$0.00	$0.00
5	24-7 Production Level HW Support for Nutanix HCI appliance Nutanix - Part#: S-HW-PRD	1	$822.33	$822.33
6	Support Term in Months Nutanix - Part#: SUPPORT-TERM	30	$0.00	$0.00
7	NX-1165N-G8, 1 Node; 2x Intel XeonSilver 4309Y processor (2.8 GHz/ 8- core/ 105W, Ice Lake) per node Nutanix - Part#: NX-1165N-G8-4309Y-CM	1	$6,994.62	$6,994.62
8	32GB Memory Module (3200MHz DDR4 RDIMM) Nutanix - Part#: C-MEM-32GB-3200-CM	12	$163.51	$1,962.12
9	8 TB 3.5" HDD Nutanix - Part#: C-HDD-8TB-AA-CM	2	$225.63	$451.26
10	3.84 TB SSD	1	$695.22	$695.22

	Nutanix - Part#: C-SSD-3.84TB-A-CM			
11	LOM Module: Broadcom 10GbE, 2- port, Base-T NIC (BCM 57416) Nutanix - Part#: C-LOM-10G2D1BT-CM	1	$247.97	$247.97
12	25GbE 2-port, SFP28 Network Adapter (Intel XXV710-DA2) Nutanix - Part#: C-NIC-25G2B1-CM	1	$421.64	$421.64
13	2200 W Power supply unit Nutanix - Part#: C-PSU-2200-TR2-CM	2	$585.42	$1,170.84
14	C13/C14, 10A, 4ft Power cord Nutanix - Part#: C-PWR-4FC13C14A-CM	2	$12.70	$25.40
			Shipping	$0.00
			Total	$27,993.61

Additional Comments

Nutanix has a no returns policy.

The following EULA applies to all Nutanix items on this quote:

- Your use of the software is subject to the Nutanix customer agreement at https://www.nutanix.com/legal/eula

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

1. By issuing a purchase order or acknowledging this quote, when applicable, Customer certifies that employees at each of their locations adhere to all applicable export and re-export control laws and regulations covering the distributed products purchased and/or received by the Customer.
2. By issuing a purchase order or acknowledging this quote, and when applicable, Customer understands that the commodities, software and/or technology (“Items”) it purchases or receives under this quote may be subject to export, re-export, or other restrictions. Customer agrees to comply with all applicable laws and regulations relating to the export and re-export of such Items obtained by Customer.

The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.

Council Communication

To: Mayor and Village Council
From: Maria Bassett, Finance Director
Date: July 27, 2023
SUBJECT: **Resolution to Adopt Second FY 2022-2023 Budget Amendment - Continued from 7/6 - TAB 7**

Background:
On September 19, 2022, the Village Council approved the FY 2022-2023 budget through adoption of Resolution No. 22-09-103. The adopting Resolution states that the budget establishes an initial limitation on expenditures by department or category total and that the total sum allocated to each department, category or line item for operating expenses may be increased or decreased by the Village Manager in accordance with the provisions of the Resolution and the Village Charter. Further, the Village Manager shall prepare for approval a resolution amending the budget to reflect such department, category or line item reallocation for presentation to the Village Council if overages occur.

At its meeting on March 2, 2023, the Village Council adopted Resolution No. 23-03-19 approving a first FY 2022-2023 budget amendment. The attached Resolution serves to memorialize Village Council approval for a second amendment to the FY 2022-2023 budget to reflect changes in the budget by line item based on activity in the fiscal year through May 31, 2023.

Analysis:
The column headed “FY 22-23 Budget Amendment – Requested” of Exhibit A to the attached Resolution provides the line item changes to the budget requested to cover budget overages that have been incurred through May 31, 2023 No budget amendment is reflected in the Debt Service Fund, but a schedule has been included for informational purposes.

During the budget preparation process, estimates of reserves are included for each fund. These estimates should be adjusted to actual amounts when those amounts are known. For the FY 2022-2023 budget, the actual reserve amounts (fund balance in governmental funds or cash available in enterprise funds) will not be known until the FY 2021-2022 audit is completed. The budget amendment includes figures based on the preliminary September 30, 2022, trial balance currently being audited. When final numbers are known, they will be reflected in a future budget amendment. The budgeted fund balance and reserve figures reflected, provide an estimate of available amounts at year end as the Village starts the FY 2023-2024 budget process.

General Fund
The net change to the General Fund budget is an addition to the fund balance in the amount of $579,100.00. Budgets for revenues where actual receipts as of May 31, 2023, exceed

budget have been adjusted accordingly. This includes Stewardship Grant proceeds in the amount of $338,000.00 received for costs incurred for the Derelict Vessel Removal Program. Through May 31, 2023, the Communication Services Taxes actually received have already met the budgeted amount for the fiscal year. Monthly distributions from the State have almost doubled. The State has not yet provided an explanation for the increase but it may be related to an increase in the state tax rate on cell phone bills and other related services. Budget transfers from one account to another within a department are reflected to cover most expenditure account line item overages in the General Fund. Detail of Professional Services account activity in each department is provided in red font to offer a preliminary idea of costs incurred by vendor as we move into the new budget process.

Solid Waste Fund
The budget amendment to the Solid Waste Fund is needed to reflect interest revenue allocated to the fund through May 31, 2023, based upon percentage of total cash in each fund.

Affordable Housing Fund
The budget amendment to the Affordable Housing Fund is needed to reflect affordable housing in-lieu-of fees (impact fees) received above original budgeted amounts through May 31, 2023. In FY 22-23 through May 31, 2023, the Village has processed five (5) First Time Homebuyers Down Payment Assistance loans. The Grants & Aid to Private Citizens account budget is being adjusted accordingly.

Building Fund
The budget amendment to the Building Fund is needed to reflect interest revenue allocated to the fund through May 31, 2023, based upon percentage of total cash in each fund.

Capital Project Fund
The net change to the Capital Project Fund budget is a use of fund balance in the amount of $111,500.00. This is primarily due to costs incurred this fiscal year for the Morada Way Lighting Project. The project was approved and budgeted for in prior fiscal years but funds were not expended until this year. Therefore, a use of fund balance is needed to cover current year expenditures for the project Other capital projects, especially those funded with FEMA Hazard Mitigation Grants are progressing very slowly as permitting and plans review processes by granting agencies are delayed. Unused budgeted funds in this fiscal year for ongoing projects will be returned to fund balance, and projects will be re-budgeted for in FY 23-24 as needed.

Marina Enterprise Fund
The budget amendment to the Marina Enterprise Fund is needed to reflect interest revenue allocated to the fund through May 31, 2023, based upon percentage of total cash in each fund.

Wastewater Enterprise Fund
For FY 22-23, the federal government approved $2 million to the Village for the Florida Keys Water Quality Improvement Program grant administered by the U S Army Corps of Engineers. Per the terms of the current grant agreement, the funds may only be spent on wastewater projects. The FKWQIP grant reimburses the Village 65% of total eligible expenses. The budget amendment for the Grant account reflects a budget increase of $1,464,500.00, which is 65% of the total amended budget for the Capital Outlay – Infrastructure account in the amount of $2,251,500.00 as amended to cover costs estimated

through fiscal year end.

While the Capital Outlay – Infrastructure expense account budget is being increased for work done on the system and expenses incurred to address issues with vacuum pit lids, backflow preventors, and additional infrastructure needs, the budget for the NPK Pump Station Project has been decreased effectively serving as a budget transfer. The NPK Pump Station Project has been delayed pending approval by the Key Largo Wastewater Treatment District of plans to retrofit the North Plantation Key facilities. The budget still provides for a transfer of $1 million from the Capital Project Fund as needed by fiscal year end.

Stormwater Enterprise Fund

The budget amendment to the Stormwater Enterprise Fund is needed to reflect interest revenue allocated to the fund through May 31, 2023, based upon percentage of total cash in each fund.

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Budget Impact:

The budget impact by fund is presented in the “Requested Amendment” column of each funds’ budget amendment schedule.

Staff Impact:

No direct staff impact would occur as a result of this budget amendment.

Recommendation:

Staff requests and recommends that the Village Council adopt the Resolution and the amended FY 2022-2023 budget as presented.

Attachments:
1. Reso_FY22-23 Bgt Amend 053123_070623 RVCM
2. Ex A to Reso_FY22-23 Bgt Amend_070623 RVCM

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING THE VILLAGE'S ADOPTED BUDGET FOR FISCAL YEAR 2022-2023; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, in accordance with Section 200.065, Florida Statutes and Section 6 of the Village Charter, the Village Council of Islamorada, Village of Islands (the "Village") adopted a Budget for Fiscal Year 2022-2023 by adoption of Resolution No. 22-09-103 on September 19, 2022; and

WHEREAS, pursuant to Section 6 of Resolution No. 22-09-103, the Village Manager is authorized to propose a resolution to amend the budget to reallocate department, category or line item budget allocations; and

WHEREAS, on March 2, 2023, the Village Council adopted Resolution No. 23-03-19 approving a first FY 2022-2023 budget amendment; and

WHEREAS, the Village Council finds it necessary to further amend the FY 2022-2023 budget to reflect such amendments as requested by the Village Manager,

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. Budget Amendment. In accordance with Section (6)(3) of the Village Charter and Section 6 of Resolution No. 22-09-103, the Village Council hereby approves the amendment to the Budget adopted as Exhibit 'A' of Resolution No. 22-09-103 for Fiscal Year 2022-2023 and amended pursuant to Resolution No. 23-03-19 on March 2, 2023, and as further amended as set forth in Exhibit "A" hereto.

Section 3. **Effective Date**. This Resolution shall become effective immediately upon its adoption and shall be reflected in the FY 2022-2023 budget as of May 31, 2023.

PASSED AND ADOPTED this _____ day of _____ 2023.

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 _____
Councilwoman Elizabeth Jolin _____
Councilman Mark Gregg _____
Councilman Henry Rosenthal _____

_____
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

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 001 - General Fund		BUDGET						
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget	FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
						as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
Fund Balance - Beginning, 10/1/2022								
001-280-000	Fund Bal - Nonspendable	172,300.00	90,300.00		262,600.00	262,599.53		
001-281-001	Fund Bal - Restricted - MCSO Training	71,400.00	(1,000.00)		70,400.00	70,393.95		
001-282-002	Fund Bal - Committed - Landscape Mitigation	771,100.00	(12,500.00)		758,600.00	758,674.57		
001-283-000	Fund Bal - Assigned - Hurricane Response	-	-	7,174,600.00	7,174,600.00	7,174,560.18		
001-284-000	Fund Bal - Unassigned	11,157,300.00	(744,000.00)	(7,174,600.00)	3,238,700.00	3,238,189.65		
		12,172,100.00	***(667,200.00)***	***-***	***11,504,900.00***	***11,504,417.88***		
Revenues								
Taxes								
001-311-000	Ad Valorem Taxes	14,641,300.00	-	-	14,641,300.00	14,329,349.12	(311,950.88)	97.87%
001-315-000	Communication Services Tax	230,000.00	-	30,000.00	260,000.00	255,246.89	(4,753.11)	98.17%
		14,871,300.00	-	30,000.00	14,901,300.00	14,584,596.01	(316,703.99)	97.87%
Licenses & Permits								
001-323-700	Franchise Fee - Solid Waste	799,700.00	-	-	799,700.00	432,818.80	(366,881.20)	54.12%
001-329-000	Other Permits, Fees & Special Assmts	2,500.00	-	-	2,500.00	300.00	(2,200.00)	12.00%
001-329-001	Vacation Rental Permit Fee	360,000.00	-	-	360,000.00	353,973.75	(6,026.25)	98.33%
001-329-005	BPAS Application Fee	5,000.00	-	-	5,000.00	1,308.00	(3,692.00)	26.16%
001-329-007	In Lieu of Landscape Mitigation Fee	100,000.00	-	-	100,000.00	75,176.78	(24,823.22)	75.18%
001-329-009	Foreclosure Registration Fee	4,000.00	-	-	4,000.00	300.00	(3,700.00)	7.50%
		1,271,200.00	-	-	1,271,200.00	863,877.33	(407,322.67)	67.96%
Intergovernmental								
001-331-001	FEMA Reimb - Irma	-	-	75,000.00	75,000.00	74,935.18	(64.82)	99.91%
001-331-002	FEMA SAFER Grant (Fire Rescue)	450,000.00	-	-	450,000.00	105,353.57	(344,646.43)	23.41%
001-334-001	FDEM Reimb - Irma	-	-	4,200.00	4,200.00	4,163.07	(36.93)	99.12%
001-334-003	FDEP Resilient Florida Grant (#22PLN68)	178,100.00	-	-	178,100.00	-	(178,100.00)	0.00%
001-334-200	FDEP Stewardship Act Grant Proceeds	-	-	338,000.00	338,000.00	337,715.00	(285.00)	99.92%
001-335-122	Monroe County Business Tax Distribution	25,000.00	-	-	25,000.00	8,045.47	(16,954.53)	32.18%
001-335-140	Mobile Home License Tax	1,500.00	-	-	1,500.00	658.87	(841.13)	43.92%

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 001 - General Fund		BUDGET						
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget	FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
						as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
001-335-150	Alcoholic Beverage License Tax	24,000.00	-	-	24,000.00	17,861.07	(6,138.93)	74.42%
001-335-180	Local Government Half-Cent Sales Tax Program	1,520,000.00	-	-	1,520,000.00	1,026,913.04	(493,086.96)	67.56%
001-335-190	Coronavirus State Fiscal Recovery Fund Proceeds	-	4,200.00	400.00	4,600.00	4,585.37	(14.63)	99.68%
001-335-210	Firefighter Supplemental Compensation	10,000.00	-	-	10,000.00	4,863.28	(5,136.72)	48.63%
001-335-701	FDEP Surcharge Tax - Windley Key	7,000.00	-	-	7,000.00	6,662.53	(337.47)	95.18%
001-336-000	State Payments In Lieu Of Taxes	2,500.00	-	200.00	2,700.00	2,670.31	(29.69)	98.90%
001-337-701	TDC Beach Maintenance Agreement	62,000.00	-	-	62,000.00	46,080.12	(15,919.88)	74.32%
		2,280,100.00	4,200.00	417,800.00	2,702,100.00	1,640,506.88	(1,061,593.12)	60.71%
Fines & Forfeitures								
001-354-000	Code Compliance Lien Payments	175,000.00	-	-	175,000.00	73,300.00	(101,700.00)	41.89%
001-359-001	MCSO Citation Payments	50,000.00	-	-	50,000.00	19,365.69	(30,634.31)	38.73%
001-359-002	MCSO Citations - Training Surcharge	5,000.00	-	-	5,000.00	1,966.27	(3,033.73)	39.33%
		230,000.00	-	-	230,000.00	94,631.96	(135,368.04)	41.14%
Charges for Services								
001-329-003	Fire Inspection Fee	10,000.00	-	-	10,000.00	4,775.00	(5,225.00)	47.75%
001-329-004	Developmental Permit Application Fee	100,000.00	-	-	100,000.00	50,362.00	(49,638.00)	50.36%
001-329-008	Cost Recovery Revenue	30,000.00	-	-	30,000.00	-	(30,000.00)	0.00%
001-342-200	Special Event Fire Protection Fee	15,000.00	-	-	15,000.00	5,710.00	(9,290.00)	38.07%
001-342-401	Emergency Management Service Fee	200,000.00	-	-	200,000.00	157,002.73	(42,997.27)	78.50%
001-347-201	Park Entrance Fee	300,000.00	-	-	300,000.00	223,472.06	(76,527.94)	74.49%
001-347-501	Pool Entrance Fee	30,000.00	-	-	30,000.00	24,663.80	(5,336.20)	82.21%
001-347-502	Pool/Park Membership - Resident	15,000.00	-	-	15,000.00	11,732.84	(3,267.16)	78.22%
001-347-503	Pool/Park Membership - Non-Resident	15,000.00	-	-	15,000.00	12,765.14	(2,234.86)	85.10%
001-347-901	Recreation Camp Fee	40,000.00	-	-	40,000.00	22,500.00	(17,500.00)	56.25%
001-362-001	Park Facilities Rental Fee	15,000.00	-	6,000.00	21,000.00	20,906.22	(93.78)	99.55%
001-362-002	Pool Team Rental Fee	30,000.00	-	-	30,000.00	22,492.24	(7,507.76)	74.97%
001-362-003	Swim Instruction	50,000.00	-	-	50,000.00	38,506.00	(11,494.00)	77.01%
001-362-004	Dive Instruction	10,000.00	-	-	10,000.00	7,305.00	(2,695.00)	73.05%
001-362-005	Tennis Instruction	180,000.00	-	-	180,000.00	146,195.00	(33,805.00)	81.22%
001-362-006	Water Aerobics Instruction	15,000.00	-	1,500.00	16,500.00	16,429.00	(71.00)	99.57%
001-362-007	Synchronized Swim Instruction	10,000.00	-	-	10,000.00	5,560.00	(4,440.00)	55.60%

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 001 - General Fund		BUDGET						
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget	FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
						as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
001-362-008	Freediving Instruction	5,000.00	-	-	5,000.00	4,647.00	(353.00)	92.94%
001-362-009	Fitness Instruction	25,000.00	-	-	25,000.00	23,290.00	(1,710.00)	93.16%
		1,095,000.00	-	7,500.00	1,102,500.00	798,314.03	(304,185.97)	72.41%
Interest & Miscellaneous								
001-361-000	Interest Revenue	30,000.00	-	90,300.00	120,300.00	120,222.23	(77.77)	99.94%
001-366-000	Donations from Private Sources	-	1,300.00	-	1,300.00	1,209.94	(90.06)	93.07%
001-369-000	Miscellaneous Revenue	50,000.00	-	-	50,000.00	28,402.07	(21,597.93)	56.80%
001-369-001	Retail Sales	2,000.00	-	3,500.00	5,500.00	5,007.45	(492.55)	91.04%
001-369-002	General Asphalt Maint Agreement	-	10,700.00	11,000.00	21,700.00	21,333.36	(366.64)	98.31%
001-369-003	Impact Admin Fees	-	3,600.00	3,200.00	6,800.00	6,748.88	(51.12)	99.25%
001-369-901	WEX Fuel Credit	2,000.00	-	-	2,000.00	1,989.06	(10.94)	99.45%
001-388-200	Insurance Proceeds	-		2,000.00	2,000.00	1,821.73	(178.27)	91.09%
		84,000.00	15,600.00	110,000.00	209,600.00	186,734.72	(22,865.28)	89.09%
Transfers In								
001-381-000	Transfers In	84,000.00	-	-	84,000.00	56,000.00	(28,000.00)	66.67%
	Total Revenues	***19,915,600.00***	***19,800.00***	***565,300.00***	***20,500,700.00***	***18,224,660.93***	***(2,276,039.07)***	***88.90%***
Expenditures								
Village Council								
001-0100-511-11	Village Council Salaries	120,000.00	-	(60,000.00)	60,000.00	39,912.29	20,087.71	66.52%
001-0100-511-21	Payroll Taxes	9,200.00	-	-	9,200.00	3,060.00	6,140.00	33.26%
001-0100-511-31	Professional Services	179,000.00	-	11,700.00	190,700.00	128,010.29	62,689.71	67.13%
	Thorn Run Partners (Federal Lobbyists)	*66,000.00*	*-*	*-*	*66,000.00*	*44,000.00*		
	Gray Robinson (State Lobbyists)	*108,000.00*	*-*	*-*	*108,000.00*	*72,135.00*		
	Kuehne Davis Law (Webb Sunshine Law Matter)	*-*	*-*	*11,700.00*	*11,700.00*	*11,675.29*		
	Other / Misc	*5,000.00*	*-*	*-*	*5,000.00*	*200.00*		
001-0100-511-40	Travel & Per Diem	15,000.00	-	-	15,000.00	8,257.45	6,742.55	55.05%
001-0100-511-41	Communications	5,000.00	-	-	5,000.00	3,652.82	1,347.18	73.06%

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 001 - General Fund		BUDGET				FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget	as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
001-0100-511-48	PR / Advertising	214,500.00	125,000.00	-	339,500.00	171,423.52	168,076.48	50.49%
	Holiday Decorations (Holiday Lightscapes)	*105,000.00*	*-*	*-*	*105,000.00*	*105,134.00*		
	Attention Media / Social Media	*72,000.00*	*-*	*-*	*72,000.00*	*48,521.00*		
	Islamorada Social web services	*2,500.00*	*-*	*-*	*2,500.00*	*722.88*		
	Agenda Display Ads	*10,000.00*	*-*	*-*	*10,000.00*	*6,994.25*		
	Rotary Fireworks	*15,000.00*	*-*	*-*	*15,000.00*	*-*		
	Charitable Contributions Program	*-*	*125,000.00*	*-*	*125,000.00*	*-*		
	Other / Misc	*10,000.00*	*-*	*-*	*10,000.00*	*10,051.39*		
001-0100-511-51	Office Supplies & Expenses	5,000.00	-	-	5,000.00	1,617.34	3,382.66	32.35%
001-0100-511-54	Dues & Subscriptions	2,400.00	-	-	2,400.00	1,085.27	1,314.73	45.22%
001-0100-511-55	Training	5,000.00	-	-	5,000.00	3,200.30	1,799.70	64.01%
		555,100.00	***125,000.00***	***(48,300.00)***	***631,800.00***	***360,219.28***	***271,580.72***	***57.01%***
Village Attorney								
001-0200-514-12	Regular Salaries & Wages	48,000.00	-	-	48,000.00	43,341.80	4,658.20	90.30%
001-0200-514-21	Payroll Taxes	3,700.00	-	-	3,700.00	526.15	3,173.85	14.22%
001-0200-514-22	Retirement Contributions	19,000.00	-	-	19,000.00	17,288.57	1,711.43	90.99%
001-0200-514-23	Employee Insurance Premiums	900.00	-	-	900.00	47.40	852.60	5.27%
			-					
001-0200-514-31	Professional Services	572,500.00	-	-	572,500.00	396,637.96	175,862.04	69.28%
	Johnson, Anselmo (Litigation)	*25,000.00*	*-*	*-*	*25,000.00*	*-*		
	Weiss, Serota (Litigation; Legal)	*520,000.00*	*-*	*-*	*520,000.00*	*396,637.96*		
	Court Reporting	*2,500.00*	*-*	*-*	*2,500.00*	*-*		
	Other / Misc	*25,000.00*	*-*	*-*	*25,000.00*	*-*		
001-0200-514-40	Travel & Per Diem	-	-	1,400.00	1,400.00	1,383.92	16.08	98.85%
001-0200-514-41	Communications	4,000.00	-	-	4,000.00	1,438.63	2,561.37	35.97%
001-0200-514-51	Office Supplies & Expenses	1,000.00	-	500.00	1,500.00	1,454.19	45.81	96.95%
001-0200-514-54	Dues & Subscriptions	2,500.00	-	(1,900.00)	600.00	179.88	420.12	29.98%
		651,600.00	***-***	***-***	***651,600.00***	***462,298.50***	***189,301.50***	***70.95%***

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 001 - General Fund		BUDGET				FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget	as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
Village Manager								
001-0300-512-12	Regular Salaries & Wages	491,300.00	-	-	491,300.00	315,157.91	176,142.09	64.15%
001-0300-512-14	Overtime	-	1,000.00	-	1,000.00	678.60	321.40	67.86%
001-0300-512-21	Payroll Taxes	31,400.00	-	-	31,400.00	24,147.20	7,252.80	76.90%
001-0300-512-22	Retirement Contributions	93,900.00	-	-	93,900.00	51,602.02	42,297.98	54.95%
001-0300-512-23	Employee Insurance Premiums	61,600.00	-	-	61,600.00	45,865.20	15,734.80	74.46%
001-0300-512-31	Professional Services	565,600.00	(1,000.00)	-	564,600.00	186,121.14	378,478.86	32.97%
	WSP (Canal Consulting & Monitoring)	*300,000.00*	*-*	*-*	*300,000.00*	*146,412.82*		
	Derelict Vessel Removal Pgm (Poseidon)	*-*	*-*	*-*	*-*	*20,000.00*		
	Vulnerability Assessment (grant-funded)	*178,100.00*	*-*	*-*	*178,100.00*	*-*		
	MHN (Employee Assistance Pgm)	*2,500.00*	*-*	*-*	*2,500.00*	*1,671.84*		
	Strategic Planning	*75,000.00*	*-*	*-*	*75,000.00*	*-*		
	Other / Misc	*10,000.00*	*(1,000.00)*	*-*	*9,000.00*	*18,036.48*		
001-0300-512-40	Travel & Per Diem	6,000.00	-	2,000.00	8,000.00	7,899.71	100.29	98.75%
001-0300-512-41	Communications	6,000.00	-	-	6,000.00	3,682.85	2,317.15	61.38%
001-0300-512-42	Freight & Postage	500.00	-	-	500.00	95.76	404.24	19.15%
001-0300-512-46	Repair & Maintenance	5,000.00	-	-	5,000.00	55.99	4,944.01	1.12%
001-0300-512-48	PR / Advertising	5,000.00	-	-	5,000.00	2,992.17	2,007.83	59.84%
001-0300-512-49	Other Expenses	10,000.00	-	(2,000.00)	8,000.00	4,163.73	3,836.27	52.05%
001-0300-512-51	Office Supplies & Expenses	5,000.00	-	-	5,000.00	3,957.90	1,042.10	79.16%
001-0300-512-52	Operating Supplies	500.00	-	-	500.00	421.79	78.21	84.36%
001-0300-512-54	Dues & Subsciptions	6,500.00	25,000.00	-	31,500.00	28,461.25	3,038.75	90.35%
001-0300-512-55	Training	5,000.00	-	-	5,000.00	2,190.59	2,809.41	43.81%
		1,293,300.00	***25,000.00***	***-***	***1,318,300.00***	***677,493.81***	***640,806.19***	***51.39%***
Village Clerk								
001-0400-512-12	Regular Salaries & Wages	155,600.00	-	-	155,600.00	100,273.42	55,326.58	64.44%
001-0400-512-14	Overtime	5,000.00	-	4,500.00	9,500.00	9,295.32	204.68	97.85%
001-0400-512-21	Payroll Taxes	12,300.00	-	-	12,300.00	8,248.55	4,051.45	67.06%
001-0400-512-22	Retirement Contributions	19,600.00	-	-	19,600.00	11,402.48	8,197.52	58.18%
001-0400-512-23	Employee Insurance Premiums	19,300.00	-	-	19,300.00	10,080.54	9,219.46	52.23%

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 001 - General Fund		BUDGET				FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget	as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
001-0400-512-31	Professional Services	13,500.00	-	4,500.00	18,000.00	13,662.42	4,337.58	75.90%
	Municode (Code of Ord Svcs)	*5,000.00*	*-*	*-*	*5,000.00*	*2,130.47*		
	Shred Monkeys (document shredding)	*1,000.00*	*-*	*-*	*1,000.00*	*1,364.85*		
	ADA Document Remediation Svcs	*2,500.00*	*-*	*-*	*2,500.00*	*-*		
	Monsido Web Accessibility Compliance	*4,000.00*	*-*	*2,000.00*	*6,000.00*	*5,842.08*		
	Other / Misc	*1,000.00*	*-*	*2,500.00*	*3,500.00*	*4,325.02*		
001-0400-512-40	Travel & Per Diem	2,000.00	-	-	2,000.00	1,424.83	575.17	71.24%
001-0400-512-41	Communications	5,000.00	-	-	5,000.00	1,710.34	3,289.66	34.21%
001-0400-512-42	Freight & Postage	1,000.00	-	-	1,000.00	104.99	895.01	10.50%
001-0400-512-48	PR / Advertising	-	1,000.00	-	1,000.00	417.20	582.80	41.72%
001-0400-512-51	Office Supplies & Expenses	5,000.00	-	-	5,000.00	2,392.12	2,607.88	47.84%
001-0400-512-52	Operating Supplies	-	500.00	-	500.00	174.80	325.20	34.96%
001-0400-512-54	Dues & Subscriptions	9,500.00	(1,500.00)	-	8,000.00	3,875.53	4,124.47	48.44%
001-0400-512-55	Training	2,000.00	-	-	2,000.00	1,642.00	358.00	82.10%
		249,800.00	***-***	***9,000.00***	***258,800.00***	***164,704.54***	***94,095.46***	***63.64%***
Finance								
001-0500-513-12	Regular Salaries & Wages	387,800.00	-	-	387,800.00	241,690.14	146,109.86	62.32%
001-0500-513-14	Overtime	5,000.00	-	-	5,000.00	2,969.55	2,030.45	59.39%
001-0500-513-21	Payroll Taxes	30,100.00	-	-	30,100.00	18,823.28	11,276.72	62.54%
001-0500-513-22	Retirement Contributions	47,900.00	-	-	47,900.00	25,698.34	22,201.66	53.65%
001-0500-513-23	Employee Insurance Premiums	40,300.00	-	-	40,300.00	38,307.35	1,992.65	95.06%
001-0500-513-24	Workers' Compensation	110,000.00	-	-	110,000.00	76,699.23	33,300.77	69.73%
001-0500-513-31	Professional Services	46,000.00	-	-	46,000.00	30,464.97	15,535.03	66.23%
	Foster & Foster (OPEB Valuation)	*5,000.00*	*-*	*-*	*5,000.00*	*2,575.00*	2,425.00	51.50%
	Ben Few (Risk Mgmt Svcs)	*36,000.00*	*-*	*-*	*36,000.00*	*24,000.00*		
	Other / Misc	*5,000.00*	*-*	*-*	*5,000.00*	*3,889.97*		
001-0500-513-32	Accounting & Auditing Services	65,000.00	-	-	65,000.00	20,000.00	45,000.00	30.77%
001-0500-513-40	Travel & Per Diem	5,000.00	-	-	5,000.00	2,091.57	2,908.43	41.83%

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 001 - General Fund		BUDGET				FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget	as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
001-0500-513-41	Communications	5,000.00	-	-	5,000.00	1,710.34	3,289.66	34.21%
001-0500-513-42	Freight & Postage	1,500.00	-	-	1,500.00	778.80	721.20	51.92%
001-0500-513-43	Utilities	45,000.00	-	-	45,000.00	30,549.95	14,450.05	67.89%
001-0500-513-44	Rentals & Leases	4,500.00	-	-	4,500.00	2,125.00	2,375.00	47.22%
001-0500-513-45	Insurance	325,000.00	-	-	325,000.00	297,521.88	27,478.12	91.55%
001-0500-513-48	PR / Advertising	2,500.00	-	-	2,500.00	-	2,500.00	0.00%
001-0500-513-49	Other Expenses	10,000.00	-	-	10,000.00	5,030.22	4,969.78	50.30%
001-0500-513-51	Office Supplies & Expenses	15,000.00	-	-	15,000.00	2,998.46	12,001.54	19.99%
001-0500-513-54	Dues & Subscriptions	40,700.00	-	-	40,700.00	33,241.72	7,458.28	81.67%
001-0500-513-55	Training	4,000.00	-	-	4,000.00	1,249.00	2,751.00	31.23%
		1,190,300.00	***-***	***-***	***1,190,300.00***	***831,949.80***	***358,350.20***	***69.89%***
Planning								
001-0600-515-12	Regular Salaries & Wages	636,800.00	-	(500.00)	636,300.00	355,176.89	281,123.11	55.82%
001-0600-515-14	Overtime	5,000.00	-	500.00	5,500.00	5,345.26	154.74	97.19%
001-0600-515-21	Payroll Taxes	49,100.00	-	-	49,100.00	25,898.07	23,201.93	52.75%
001-0600-515-22	Retirement Contributions	76,000.00	-	-	76,000.00	34,934.61	41,065.39	45.97%
001-0600-515-23	Employee Insurance Premiums	67,800.00	-	-	67,800.00	31,332.25	36,467.75	46.21%
001-0600-515-31	Professional Services	82,400.00	-	40,000.00	122,400.00	68,480.42	53,919.58	55.95%
	RES Florida (Eng/Stormwater Rvws)	*15,000.00*	*-*	*-*	*15,000.00*	*13,423.75*		
	McFarland Johnson (Site Plan Rvw)	*15,000.00*	*-*	*-*	*15,000.00*	*1,836.86*		
	Liquid Web (CV Portal Host)	*2,400.00*	*-*	*-*	*2,400.00*	*1,324.64*		
	The Corradino Group (Planning Support Svcs)	*20,000.00*	*-*	*-*	*20,000.00*	*-*		
	Rebecca Jetton (Planning Support Svcs)	*10,000.00*	*-*	*-*	*10,000.00*	*6,601.25*		
	Highland Mapping (GIS)	*10,000.00*	*-*	*-*	*10,000.00*	*-*		
	CPH Consulting (Site Plan Rvws)	*-*	*-*	*-*	*-*	*3,752.77*		
	Cyriacks (Land Use & Habitat Mapping)	*-*	*-*	*40,000.00*	*40,000.00*	*39,963.64*		
	Other / Misc (Recoding Fees)	*10,000.00*	*-*	*-*	*10,000.00*	*1,577.51*		
001-0600-515-40	Travel & Per Diem	5,000.00	-	-	5,000.00	1,452.51	3,547.49	29.05%
001-0600-515-41	Communications	6,000.00	-	-	6,000.00	2,661.81	3,338.19	44.36%
001-0600-515-42	Freight & Postage	5,000.00	-	1,000.00	6,000.00	5,238.53	761.47	87.31%

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 001 - General Fund		BUDGET						
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget	FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
						as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
001-0600-515-46	Repair & Maintenance	6,500.00	-	-	6,500.00	1,006.79	5,493.21	15.49%
001-0600-515-48	PR / Advertising	8,000.00	-	-	8,000.00	5,123.80	2,876.20	64.05%
001-0600-515-51	Office Supplies & Expenses	10,000.00	-	-	10,000.00	5,670.72	4,329.28	56.71%
001-0600-515-52	Operating Supplies	4,000.00	-	-	4,000.00	2,545.23	1,454.77	63.63%
001-0600-515-54	Dues & Subscriptions	40,000.00	-	-	40,000.00	34,385.40	5,614.60	85.96%
001-0600-515-55	Training	6,000.00	-	(1,000.00)	5,000.00	-	5,000.00	0.00%
		1,007,600.00	***-***	***40,000.00***	***1,047,600.00***	***579,252.29***	***468,347.71***	***55.29%***
IT & Communications								
001-0700-519-12	Regular Salaries & Wages	276,500.00	-	-	276,500.00	163,127.35	113,372.65	59.00%
001-0700-519-13	Overtime	-	-	-	-	37.50		
001-0700-519-21	Payroll Taxes	21,200.00	-	-	21,200.00	12,316.30	8,883.70	58.10%
001-0700-519-22	Retirement Contributions	33,700.00	-	-	33,700.00	16,812.86	16,887.14	49.89%
001-0700-519-23	Employee Insurance Premiums	42,900.00	-	-	42,900.00	13,836.02	29,063.98	32.25%
001-0700-519-31	Professional Services	71,500.00	-	23,000.00	94,500.00	71,463.25	23,036.75	75.62%
	UDT (Managed Svcs)	*35,000.00*	*-*	*-*	*35,000.00*	*23,724.00*		
	UDT (Azure Storage)	*5,500.00*	*-*	*-*	*5,500.00*	*-*		
	Revise (Website)	*3,000.00*	*-*	*-*	*3,000.00*	*2,700.00*		
	Liquid Web (Web Site Host)	*3,000.00*	*-*	*-*	*3,000.00*	*1,158.99*		
	Global Relay (Email Archive)	*20,000.00*	*-*	*-*	*20,000.00*	*17,123.76*		
	SHI - Xi Leap Cloud Svcs	*-*	*-*	*23,000.00*	*23,000.00*	*22,977.00*		
	Other / Misc	*5,000.00*	*-*	*-*	*5,000.00*	*3,779.50*		
001-0700-519-40	Travel & Per Diem	2,000.00	1,400.00	3,000.00	6,400.00	6,167.18	232.82	96.36%
001-0700-519-41	Communications	50,000.00	(10,600.00)	-	39,400.00	26,917.87	12,482.13	68.32%
001-0700-519-44	Rentals & Leases	15,000.00	-	-	15,000.00	10,002.37	4,997.63	66.68%
001-0700-519-46	Repair & Maintenance	10,000.00	2,000.00	-	12,000.00	11,654.90	345.10	97.12%
001-0700-519-51	Office Supplies	-	5,000.00	-	5,000.00	1,096.73	3,903.27	21.93%
001-0700-519-52	Operating Supplies	15,000.00	-	1,000.00	16,000.00	15,910.08	89.92	99.44%
001-0700-519-54	Dues & Subscriptions	52,000.00	2,200.00	6,500.00	60,700.00	60,437.93	262.07	99.57%
001-0700-519-55	Training	3,000.00	-	2,000.00	5,000.00	4,726.83	273.17	94.54%
		592,800.00	***-***	***35,500.00***	***628,300.00***	***414,507.17***	***213,830.33***	***65.97%***

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 001 - General Fund		BUDGET				FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget	as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
Local Law Enforcement (MCSO)								
001-0800-521-12	Regular Salaries & Wages	54,100.00	-	-	54,100.00	31,866.59	22,233.41	58.90%
001-0800-521-14	Overtime	500.00	-	-	500.00	233.81	266.19	46.76%
001-0800-521-21	Payroll Taxes	4,200.00	-	-	4,200.00	2,091.02	2,108.98	49.79%
001-0800-521-22	Retirement Contributions	6,700.00	-	-	6,700.00	3,374.48	3,325.52	50.37%
001-0800-521-23	Employee Insurance Premiums	9,600.00	-	5,000.00	14,600.00	13,914.91	685.09	95.31%
001-0800-521-31	Professional Services *(MCSO Contract)*	2,650,200.00	-	-	2,650,200.00	1,430,395.26	1,219,804.74	53.97%
001-0800-521-40	Travel & Per Diem	500.00	-	1,500.00	2,000.00	1,550.78	449.22	77.54%
001-0800-521-41	Communications	8,000.00	-	-	8,000.00	4,081.66	3,918.34	51.02%
001-0800-521-42	Freight & Postage	-	500.00	-	500.00	89.69	410.31	17.94%
001-0800-521-46	Repair & Maintenance	20,000.00	(500.00)	(8,500.00)	11,000.00	1,196.80	9,803.20	10.88%
001-0800-521-51	Office Supplies & Expenses	2,500.00	-		2,500.00	1,345.18	1,154.82	53.81%
001-0800-521-52	Operating Supplies	100,000.00	-	-	100,000.00	51,122.39	48,877.61	51.12%
001-0800-521-54	Dues & Subcriptions	500.00	-	500.00	1,000.00	618.52	381.48	61.85%
001-0800-521-55	Training	500.00	-	1,500.00	2,000.00	1,590.00	410.00	79.50%
		2,857,300.00	***-***	***-***	***2,857,300.00***	***1,543,471.09***	***1,313,828.91***	***54.02%***
Fire Rescue								
001-0900-522-12	Regular Salaries & Wages	2,869,300.00	-	-	2,869,300.00	2,025,360.18	843,939.82	70.59%
001-0900-522-13	Other Salaries & Wages	100,000.00	-	-	100,000.00	37,736.21	62,263.79	37.74%
001-0900-522-14	Overtime	500,000.00	-	-	500,000.00	298,390.20	201,609.80	59.68%
001-0900-522-21	Payroll Taxes	265,400.00	-	-	265,400.00	180,496.18	84,903.82	68.01%
001-0900-522-22	Retirement Contributions	924,500.00	-	-	924,500.00	573,493.25	351,006.75	62.03%
001-0900-522-23	Employee Insurance Premiums	423,300.00	-	-	423,300.00	243,417.19	179,882.81	57.50%
001-0900-522-31	Professional Services	95,000.00	-	-	95,000.00	66,113.49	28,886.51	69.59%
	Professional ER Svcs (Medical Dir)	*60,000.00*	*-*	*-*	*60,000.00*	*45,147.42*		
	Penguin Mgmt	*2,500.00*	*-*	*-*	*2,500.00*	*-*		
	Prof Practice Spt (EMS Billing)	*5,000.00*	*-*	*-*	*5,000.00*	*237.07*		
	Collection Information Bureau	*1,000.00*	*-*	*-*	*1,000.00*	*-*		
	LifeScan Wellness	*20,000.00*	*-*	*-*	*20,000.00*	*19,802.00*		
	J M Fair (Promotion Testing)	*4,000.00*	*-*	*-*	*4,000.00*	*-*		
	Other / Misc	*2,500.00*	*-*	*-*	*2,500.00*	*927.00*		

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 001 - General Fund		BUDGET				FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget	as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
001-0900-522-40	Travel & Per Diem	12,000.00	-	-	12,000.00	10,590.52	1,409.48	88.25%
001-0900-522-41	Communications	60,000.00	-	-	60,000.00	32,499.93	27,500.07	54.17%
001-0900-522-42	Freight & Postage	1,500.00	-	-	1,500.00	283.75	1,216.25	18.92%
001-0900-522-43	Utilities	40,000.00	-	-	40,000.00	23,017.67	16,982.33	57.54%
001-0900-522-45	Insurance	30,000.00	-	-	30,000.00	7,180.00	22,820.00	23.93%
001-0900-522-46	Repair & Maintenance	150,000.00	(15,000.00)	-	135,000.00	87,491.13	47,508.87	64.81%
001-0900-522-48	PR / Advertising	2,500.00	-	-	2,500.00	-	2,500.00	0.00%
001-0900-522-49	Other Expenses	2,500.00	-	-	2,500.00	928.76	1,571.24	37.15%
001-0900-522-51	Office Supplies & Expenses	8,000.00	-	-	8,000.00	2,262.22	5,737.78	28.28%
001-0900-522-52	Operating Supplies	300,000.00	-	(3,700.00)	296,300.00	137,156.60	159,143.40	46.29%
001-0900-522-54	Dues & Subscriptions	41,000.00	-	3,700.00	44,700.00	44,627.52	72.48	99.84%
001-0900-522-55	Training	15,000.00	15,000.00	-	30,000.00	20,890.00	9,110.00	69.63%
		5,840,000.00	***-***	***-***	***5,840,000.00***	***3,791,934.80***	***2,048,065.20***	***64.93%***
Code Compliance								
001-1100-524-12	Regular Salaries & Wages	122,800.00	-	-	122,800.00	78,011.23	44,788.77	63.53%
001-1100-524-14	Overtime	7,500.00	-	-	7,500.00	2,422.76	5,077.24	32.30%
001-1100-524-21	Payroll Taxes	10,000.00	-	-	10,000.00	5,886.55	4,113.45	58.87%
001-1100-524-22	Retirement Contributions	15,900.00	-	-	15,900.00	8,407.29	7,492.71	52.88%
001-1100-524-23	Employee Insurance Premiums	21,500.00	-	-	21,500.00	10,969.86	10,530.14	51.02%
001-1100-524-31	Professional Services	17,500.00	-	-	17,500.00	6,287.00	11,213.00	35.93%
	Billing, Cochran, Lyles, et. al. (Code Magistrate)	*16,500.00*	*-*	*-*	*16,500.00*	*5,655.00*		
	Monroe Cty Clerk of Courts (recordings)	*1,000.00*	*-*	*-*	*1,000.00*	*632.00*		
001-1100-524-40	Travel & Per Diem	4,000.00	-	-	4,000.00	220.68	3,779.32	5.52%
001-1100-524-41	Communications	7,000.00	-	-	7,000.00	2,576.70	4,423.30	36.81%
001-1100-524-42	Freight & Postage	5,000.00	-	-	5,000.00	2,010.82	2,989.18	40.22%
001-1100-524-46	Repair & Maintenance	2,500.00	-	2,500.00	5,000.00	4,545.11	454.89	90.90%
001-1100-524-51	Office Supplies	2,500.00	-	-	2,500.00	1,992.76	507.24	79.71%
001-1100-524-52	Operating Supplies	5,000.00	-	-	5,000.00	3,680.94	1,319.06	73.62%
001-1100-524-54	Dues & Subscriptions	33,000.00	-	(2,500.00)	30,500.00	25,120.36	5,379.64	82.36%
001-1100-524-55	Training	4,000.00	-	-	4,000.00	1,215.00	2,785.00	30.38%
		258,200.00	***-***	***-***	***258,200.00***	***153,347.06***	***104,852.94***	***59.39%***

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 001 - General Fund		BUDGET							
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget	FY 22-23 ACTUALS (Unaudited)		FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
						as of 5/31/2023		Favorable / (Unfavorable)	Benchmark = 66.7%
Public Works - Roadway Maintenance									
001-1200-541-12	Regular Salaries & Wages	727,900.00	-	-	727,900.00	421,843.13	*	306,056.87	57.95%
001-1200-541-14	Overtime	20,000.00	-	-	20,000.00	8,875.05	*	11,124.95	44.38%
001-1200-541-21	Payroll Taxes	57,400.00	-	-	57,400.00	32,697.59	*	24,702.41	56.96%
001-1200-541-22	Retirement Contributions	87,900.00	-	-	87,900.00	48,667.12	*	39,232.88	55.37%
001-1200-541-23	Life & Health Insurance	150,500.00	-	-	150,500.00	57,243.58	*	93,256.42	38.04%
001-1200-541-40	Travel & Per Diem	3,500.00	-	-	3,500.00	162.94	*	3,337.06	4.66%
001-1200-541-41	Communications	22,000.00	-	-	22,000.00	11,666.24	*	10,333.76	53.03%
001-1200-541-43	Utilities	103,000.00	-	-	103,000.00	49,559.44	*	53,440.56	48.12%
001-1200-541-44	Rentals & Leases	10,000.00	-	-	10,000.00	5,102.60	*	4,897.40	51.03%
001-1200-541-46	Repair & Maintenance	340,000.00	-	(50,000.00)	290,000.00	77,280.32		212,719.68	26.65%
	Lower Mat Culvert Project	*50,000.00*	*-*	*(50,000.00)*	*-*	*Exp to 300-1200-538-64*			
	Fla Keys Aeration Canal Project R&M	*15,000.00*	*-*	*-*	*15,000.00*	*3,864.50*			
	Invasive Plant Removal (Stantec)	*21,000.00*	*-*	*-*	*21,000.00*	*3,750.00*			
	Village Hall - seal joints & repaint	*200,000.00*	*-*	*-*	*200,000.00*	*-*			
	Island Pride Cleaning Service	*-*	*-*	*-*	*-*	*8,750.00*			
	Other Regular R&M	*54,000.00*	*-*	*-*	*54,000.00*	*60,915.82*	*		
001-1200-541-51	Office Supplies	3,000.00	-	-	3,000.00	1,164.79	*	1,835.21	38.83%
001-1200-541-52	Operating Supplies	175,000.00	-	(100.00)	174,900.00	106,897.84	*	68,002.16	61.12%
001-1200-541-54	Dues & Subscriptions	1,600.00	-	100.00	1,700.00	1,603.50	*	96.50	94.32%
001-1200-541-55	Training	2,500.00	-	-	2,500.00	285.00	*	2,215.00	11.40%
001-1200-541-99	Allocation to Transportation Fund	(921,900.00)	-	-	(921,900.00)	(524,345.02)	*	(397,554.98)	56.88%
		782,400.00	***-***	***(50,000.00)***	***732,400.00***	***298,704.12***		***433,695.88***	***40.78%***

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 001 - General Fund		BUDGET				FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget	as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
Public Works - Fills								
001-1201-541-12	Regular Salaries & Wages	38,300.00	-	-	38,300.00	24,403.70	13,896.30	63.72%
001-1201-541-14	Overtime	100,000.00	-	-	100,000.00	71,132.86	28,867.14	71.13%
001-1201-541-21	Payroll Taxes	19,500.00	-	-	19,500.00	7,240.59	12,259.41	37.13%
001-1201-541-22	Retirement Contributions	24,700.00	-	-	24,700.00	2,563.38	22,136.62	10.38%
001-1201-541-23	Employee Insurance Premiums	9,500.00	-	-	9,500.00	2,046.91	7,453.09	21.55%
001-1200-541-44	Rentals & Leases	7,500.00	-	-	7,500.00	2,710.00	4,790.00	36.13%
001-1200-541-52	Operating Supplies	5,000.00	-	-	5,000.00	-	5,000.00	0.00%
		204,500.00		***-***	***204,500.00***	***110,097.44***	***94,402.56***	***53.84%***
Parks & Recreation								
001-1300-572-12	Regular Salaries & Wages	750,900.00	-	-	750,900.00	498,718.49	252,181.51	66.42%
001-1300-572-13	Other Salaries & Wages	209,400.00	-	-	209,400.00	63,726.56	145,673.44	30.43%
001-1300-572-14	Overtime	40,000.00	-	-	40,000.00	27,241.81	12,758.19	68.10%
001-1300-572-21	Payroll Taxes	76,600.00	-	-	76,600.00	45,551.45	31,048.55	59.47%
001-1300-572-22	Retirement Contributions	99,000.00	-	-	99,000.00	40,036.12	58,963.88	40.44%
001-1300-572-23	Employee Insurance Premiums	147,800.00	-	-	147,800.00	106,463.26	41,336.74	72.03%
001-1300-572-31	Professional Services	337,500.00	-	-	337,500.00	221,480.40	116,019.60	65.62%
	Swimming	*40,000.00*	*-*	*-*	*40,000.00*	*32,421.15*		
	Sychronized Swimming	*7,500.00*	*-*	*-*	*7,500.00*	*4,104.00*		
	Tennis	*165,000.00*	*-*	*-*	*165,000.00*	*125,496.00*		
	Fitness	*27,000.00*	*-*	*-*	*27,000.00*	*20,817.00*		
	Diving	*10,000.00*	*-*	*-*	*10,000.00*	*6,707.25*		
	Freediving	*5,000.00*	*-*	*-*	*5,000.00*	*4,182.30*		
	Water Aerobics	*18,000.00*	*-*	*-*	*18,000.00*	*14,294.70*		
	Pool Rehab Consultant	*50,000.00*	*-*	*-*	*50,000.00*	*-*		
	Other / Misc	*15,000.00*	*-*	*-*	*15,000.00*	*13,458.00*		
001-1300-572-40	Travel & Per Diem	1,000.00	500.00	-	1,500.00	1,246.53	253.47	83.10%
001-1300-572-41	Communications	25,000.00	-	1,500.00	26,500.00	26,337.56	162.44	99.39%
001-1300-572-42	Freight & Postage	-	500.00	-	500.00	58.83	441.17	11.77%
001-1300-572-43	Utilities	300,000.00	-	-	300,000.00	211,473.94	88,526.06	70.49%

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 001 - General Fund		BUDGET				FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget	as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
001-1300-572-44	Rentals & Leases	-	500.00	500.00	1,000.00	521.65	478.35	52.17%
001-1300-572-46	Repair & Maintenance	100,000.00	-	-	100,000.00	47,128.66	52,871.34	47.13%
001-1300-572-48	PR / Advertising	3,000.00	-	2,000.00	5,000.00	4,742.40	257.60	94.85%
001-1300-572-49	Other Expenses	-	500.00		500.00	173.20	326.80	34.64%
001-1300-572-51	Office Supplies & Expenses	5,000.00	-		5,000.00	3,631.65	1,368.35	72.63%
001-1300-572-52	Operating Supplies	190,000.00	(2,000.00)	(4,000.00)	184,000.00	111,853.13	72,146.87	60.79%
001-1300-572-54	Dues & Subscriptions	3,000.00	-	-	3,000.00	2,071.12	928.88	69.04%
001-1300-572-55	Training	3,000.00	-	-	3,000.00	1,886.00	1,114.00	62.87%
001-1300-574-49	Special Events	40,000.00	-	-	40,000.00	24,222.74	15,777.26	60.56%
		2,331,200.00	***-***	***-***	***2,331,200.00***	***1,438,565.50***	***892,634.50***	***61.71%***
Transfers Out								
001-9000-581-01	Transfer to Transportation Fund (103)	1,015,300.00		-	1,015,300.00	634,875.21	380,424.79	62.53%
001-9000-581-06	Transfer to Debt Service Fund (200)	304,300.00		-	304,300.00	292,021.62	12,278.38	95.97%
001-9000-581-08	Transfer to Capital Projects Fund (300)	180,700.00	-	-	180,700.00	46,396.00	134,304.00	25.68%
	General Purchases	*130,700.00*		*-*	*130,700.00*	*-*		
	Landscape Mitigation	*50,000.00*		*-*	*50,000.00*	*46,396.00*		
		1,500,300.00	***-***	***-***	***1,500,300.00***	***973,292.83***	***527,007.17***	***64.87%***
	Total Expenditures	***19,314,400.00***	***150,000.00***	***(13,800.00)***	***19,450,600.00***	***11,799,838.23***	***7,650,799.27***	***60.67%***
	REVENUES OVER/(UNDER) EXPENDITURES	***601,200.00***	***(130,200.00)***	***579,100.00***	***1,050,100.00***	***6,424,822.70***		
	Addition to / (Use of) Fund Balance					*0.00*		
Fund Balance - Ending, 9/30/2023 (Projected)								
001-280-000	Fund Bal - Nonspendable	172,300.00	90,300.00	-	262,600.00	167,339.91		
001-281-001	Fund Bal - Restricted - MCSO Training	75,400.00	(1,000.00)	(3,000.00)	71,400.00	69,219.44		
001-282-002	Fund Bal - Committed - Landscape Mitigation	821,100.00	(12,500.00)	-	808,600.00	787,455.35		
001-283-000	Fund Bal - Assigned - Hurricane Response	-	-	7,174,600.00	7,174,600.00	4,719,935.29		
001-284-000	Fund Bal - Unassigned	11,704,500.00	(874,200.00)	(6,592,500.00)	4,237,800.00	12,185,290.58		
		12,773,300.00	***(797,400.00)***	***579,100.00***	***12,555,000.00***	***17,929,240.57***		

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 101 - Impact Fee Fund		BUDGET						
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget	FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
						as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
Fund Balance - Beginning, 10/1/2022								
101-282-000	Fund Bal - Committed - Transportation Imp Fees	626,100.00	1,200.00	-	627,300.00	627,345.15		
101-282-001	Fund Bal - Committed - Fire Rescue Imp Fees	453,200.00	19,600.00	-	472,800.00	472,840.06		
101-282-002	Fund Bal - Committed - Parks & Rec Imp Fees	1,202,600.00	68,500.00	-	1,271,100.00	1,271,011.34		
		2,281,900.00	***89,300.00***	***-***	***2,371,200.00***	***2,371,196.55***		
Revenues								
101-324-110	Impact Fees - Fire Rescue - Residential	40,000.00	-	-	40,000.00	22,737.83	(17,262.17)	56.84%
101-324-120	Impact Fees - Fire Rescue - Commercial	-	8,300.00	-	8,300.00	8,218.16	(81.84)	99.01%
101-324-310	Impact Fees - Transportation - Residential	50,000.00	-	-	50,000.00	30,644.72	(19,355.28)	61.29%
101-324-320	Impact Fees - Transportation - Commercial	-	11,000.00	-	11,000.00	10,786.34	(213.66)	98.06%
101-324-610	Impact Fees - Parks & Recreation - Residential	200,000.00	-	-	200,000.00	108,926.86	(91,073.14)	54.46%
101-324-620	Impact Fees - Parks & Recreation - Commercial	-	39,800.00	-	39,800.00	39,806.71	6.71	100.02%
101-361-000	Interest Revenue	15,000.00	-	-	15,000.00	19,224.42	4,224.42	128.16%
	Total Revenues	***305,000.00***	***59,100.00***	***-***	***364,100.00***	***240,345.04***	***(123,754.96)***	***66.01%***
Expenditures								
101-9000-581-91	Transfer to Cap Proj Fund	745,000.00	-	-	745,000.00	245,155.42	499,844.58	32.91%
	Fire (Storage Building)	*220,000.00*	*-*	*-*	*220,000.00*	*7,750.00*		
	Fire (Hydrants)	*-*	*-*	*-*	*-*	*14,764.81*		
	Parks & Rec (GTH Improvements)	*325,000.00*	*-*	*-*	*325,000.00*	*36,789.34*		
	Parks & Rec (KTCP Boardwalk)	*125,000.00*	*-*	*-*	*125,000.00*	*110,111.27*		
	Parks & Rec (Plantation Tropical Preserve)	*75,000.00*	*-*	*-*	*75,000.00*	*75,740.00*		
	Total Expenditures	***745,000.00***	***-***	***-***	***745,000.00***	***245,155.42***	***499,844.58***	***32.91%***
	REVENUES OVER/(UNDER) EXPENDITURES	***(440,000.00)***	***59,100.00***	***-***	***(380,900.00)***	***(4,810.38)***		
	Addition to / (Use of) Fund Balance					-		
Fund Balance - Ending, 9/30/2023 (Projected)								
101-282-000	Fund Bal - Committed - Transportation Imp Fees	676,100.00	12,200.00	-	688,300.00	668,776.21		
101-282-001	Fund Bal - Committed - Fire Rescue Imp Fees	273,200.00	27,900.00	-	301,100.00	496,046.05		
101-282-002	Fund Bal - Committed - Parks & Rec Imp Fees	892,600.00	108,300.00	-	1,000,900.00	1,216,328.72		
		1,841,900.00	***148,400.00***	***-***	***1,990,300.00***	***2,381,150.98***		
		1,841,900.00	*148,400.00*	*-*	*1,990,300.00*	*2,366,386.17*		

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 102 - Solid Waste Fund		BUDGET						
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget	FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
						as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
Fund Balance - Beginning, 10/1/2022								
102-282-000	Fund Bal - Committed	40,000.00	(16,000.00)	-	24,000.00	24,077.48		
		40,000.00	***(16,000.00)***	***-***	***24,000.00***	***24,077.48***		
Revenues								
102-325-101	Assessment Revenue	2,062,800.00	-	-	2,062,800.00	2,020,837.66	(41,962.34)	97.97%
102-361-000	Interest Revenue	1,500.00	-	5,000.00	6,500.00	4,960.78	(1,539.22)	76.32%
	Total Revenues	***2,064,300.00***	***-***	***5,000.00***	***2,069,300.00***	***2,025,798.44***	***(43,501.56)***	***97.90%***
Expenditures								
102-1200-534-12	Regular Salaries & Wages	13,500.00	-	-	13,500.00	8,512.32	4,987.68	63.05%
102-1200-534-21	Payroll Taxes	1,100.00	-	-	1,100.00	701.18	398.82	63.74%
102-1200-534-22	Retirement Contributions	1,700.00	-	-	1,700.00	937.31	762.69	55.14%
102-1200-534-23	Employee Insurance Premiums	1,000.00	-	-	1,000.00	721.00	279.00	72.10%
102-1200-534-24	Workers' Comp Insurance	500.00	-	-	500.00	173.04	326.96	34.61%
102-1200-534-31	Professional Services	10,000.00	-	-	10,000.00	-	10,000.00	0.00%
102-1200-534-43	Solid Waste (Utility) Services	2,034,700.00	-	-	2,034,700.00	1,183,210.00	851,490.00	58.15%
	Residential Services	*1,982,600.00*	*-*	*-*	*1,982,600.00*	*1,151,312.40*		
	Quarterly Hazardous Waste Events	*32,100.00*	*-*	*-*	*32,100.00*	*18,268.72*		
	Special Pick-ups	*20,000.00*	*-*	*-*	*20,000.00*	*13,628.88*		
1021200-534-45	Insurance	500.00	-	-	500.00	166.20	333.80	33.24%
102-1200-534-48	Legal Advertisements	500.00	-	-	500.00	-	500.00	0.00%
	Total Expenditures	***2,063,500.00***	***-***	***-***	***2,063,500.00***	***1,194,421.05***	***869,078.95***	***57.88%***
	REVENUES OVER/(UNDER) EXPENDITURES	***800.00***	***-***	***5,000.00***	***5,800.00***	***831,377.39***		
	Addition to / (Use of) Fund Balance					-		
Fund Balance - Ending, 9/30/2023 (Projected)								
102-282-000	Fund Bal - Committed	40,800.00	(16,000.00)	5,000.00	29,800.00	855,454.87		
		40,800.00	***(16,000.00)***	***5,000.00***	***29,800.00***	***855,454.87***		

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 103 - Transportation Fund		BUDGET				FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget	as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
Fund Balance - Beginning, 10/1/2022								
103-281-001	Fund Bal - Restricted	-	89,600.00	-	89,600.00	89,550.75		
		-	***89,600.00***	***-***	***89,600.00***	***89,550.75***		
Revenues								
103-312-410	1st Local Option Fuel Tax	294,500.00	-	-	294,500.00	153,601.11	(140,898.89)	52.16%
103-312-420	2nd Local Option Fuel Tax	234,700.00	-	-	234,700.00	122,639.22	(112,060.78)	52.25%
103-334-420	FDOT Maintenance Contract	65,000.00	-	-	65,000.00	16,411.00	(48,589.00)	25.25%
103-335-120	State Revenue Sharing - Municipal Fuel	475,600.00	-	-	475,600.00	261,485.99	(214,114.01)	54.98%
103-338-000	MoCo ILA-Supplemental Gax Tax	22,200.00	-	-	22,200.00	11,118.00	(11,082.00)	50.08%
103-361-000	Interest Revenue	-	-	-	-	112.51	112.51	
103-381-001	Transfer from General Fund (Half Cent Sales Tax)	1,015,300.00	-	-	1,015,300.00	634,875.21	(380,424.79)	62.53%
	Total Revenues	***2,107,300.00***	***-***	***-***	***2,107,300.00***	***1,200,243.04***	***(526,744.68)***	***56.96%***
Expenditures								
103-1200-541-01	Freebee Ridesharing Services	351,600.00	-	-	351,600.00	228,336.00	123,264.00	64.94%
103-1200-541-02	Road Micro-sealing	250,000.00	-	-	250,000.00	-	250,000.00	0.00%
103-1200-541-03	Pavement Conditions Assessment	60,000.00	-	-	60,000.00	12,726.30	47,273.70	21.21%
103-1200-541-99	Public Works Roadways Allocation	921,900.00	-	-	921,900.00	524,345.02	397,554.98	56.88%
		1,583,500.00	-	-	1,583,500.00	765,407.32	818,092.68	48.34%
103-1200-581-01	Transfer to Govtl DS Fund	523,800.00	-	-	523,800.00	524,273.96	(473.96)	100.09%
	Total Expenditures	***2,107,300.00***	***-***	***-***	***2,107,300.00***	***1,289,681.28***	***817,618.72***	***61.20%***
	REVENUES OVER/(UNDER) EXPENDITURES	***-***	***-***	***-***	***-***	***(89,438.24)***		
	Addition to / (Use of) Fund Balance					*(0.00)*		
Fund Balance - Ending, 9/30/2023 (Projected)								
103-281-001	Fund Bal - Restricted	-	89,600.00	-	89,600.00	112.51		
		-	***89,600.00***	***-***	***89,600.00***	***112.51***		

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 104 - Affordable Housing Fund		BUDGET						
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget	FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
						as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
Fund Balance - Beginning, 10/1/2022								
104-282-000	Fund Bal - Committed	1,018,600.00	76,500.00	-	1,095,100.00	1,095,056.79		
		1,018,600.00	***76,500.00***	***-***	***1,095,100.00***	***1,095,056.79***		
Revenues								
104-324-410	Impact Fees - Affordable Housing - Residential	100,000.00	-	-	100,000.00	65,563.04	(34,436.96)	65.56%
104-324-420	Impact Fees - Affordable Housing - Commercial	-	-	5,000.00	5,000.00	4,465.84	(534.16)	89.32%
104-361-000	Interest Revenue	2,000.00	-	9,600.00	11,600.00	11,553.53	(46.47)	99.60%
104-383-001	Aff Hsng Lease Proceeds	5,000.00	-	-	5,000.00	-	(5,000.00)	0.00%
	Total Revenues	***107,000.00***	***-***	***14,600.00***	***121,600.00***	***81,582.41***	***(40,017.59)***	***67.09%***
Expenditures								
104-0000-554-31	Professional Services	30,000.00	-	-	30,000.00	8,500.00	21,500.00	28.33%
104-0000-554-83	Grants & Aid to Private Citizens	30,000.00	-	20,000.00	50,000.00	50,000.00	-	100.00%
		60,000.00	-	20,000.00	80,000.00	58,500.00	21,500.00	73.13%
104-0600-581-00	Transfer Out	5,000.00	-	-	5,000.00	-	5,000.00	0.00%
	Total Expenditures	***65,000.00***	***-***	***20,000.00***	***85,000.00***	***58,500.00***	***26,500.00***	***68.82%***
	REVENUES OVER/(UNDER) EXPENDITURES	***42,000.00***	***-***	***(5,400.00)***	***36,600.00***	***23,082.41***		
	Addition to / (Use of) Fund Balance					*(0.00)*		
Fund Balance - Ending, 9/30/2022 (Projected)								
104-282-000	Fund Bal - Committed	1,060,600.00	76,500.00	(5,400.00)	1,131,700.00	1,118,139.20		
		1,060,600.00	***76,500.00***	***(5,400.00)***	***1,131,700.00***	***1,118,139.20***		
		1,060,600.00	*76,500.00*	*(5,400.00)*	*1,131,700.00*	*1,118,139.20*		

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund 107 - Building Fund		BUDGET				FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget	as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
Fund Balance - Beginning, 10/1/2022								
107-281-000	Fund Bal - Restricted - Other Bldg Activities	261,400.00	298,000.00	-	559,400.00	559,192.21		
107-282-000	Fund Bal - Committed - Fla Bldg Code Enf	232,000.00	1,600.00	-	233,600.00	233,562.11		
		493,400.00	**299,600.00**	**-**	**793,000.00**	**792,754.32**		
Revenues								
107-316-000	Contractor Registration Fees	20,000.00	-	-	20,000.00	14,511.00	(5,489.00)	72.56%
107-322-000	Building Permit Fees	1,600,000.00	-	-	1,600,000.00	1,105,097.86	(494,902.14)	69.07%
107-361-000	Interest Revenue	1,000.00	-	6,400.00	7,400.00	7,369.47	(30.53)	99.59%
	Total Revenues	**1,621,000.00**	**-**	**6,400.00**	**1,627,400.00**	**1,126,978.33**	**(500,421.67)**	***69.25%***
Expenditures								
107-1000-524-12	Regular Salaries & Wages	687,400.00	-	-	687,400.00	439,949.25	247,450.75	64.00%
107-1000-524-14	Overtime	25,000.00	-	-	25,000.00	15,370.67	9,629.33	61.48%
107-1000-524-21	Payroll Taxes	54,500.00	-	-	54,500.00	34,336.76	20,163.24	63.00%
107-1000-524-22	Retirement Plan Contributions	87,000.00	-	-	87,000.00	50,459.88	36,540.12	58.00%
107-1000-524-23	Employee Insurance Benefits	87,200.00	-	-	87,200.00	35,468.23	51,731.77	40.67%
107-1000-524-24	Workers' Compensation	15,000.00	-	-	15,000.00	8,860.09	6,139.91	59.07%
107-1000-524-31	Professional Services	487,500.00	-	-	487,500.00	264,972.04	222,527.96	54.35%
	Harris Computers	*2,500.00*	*-*	*-*	*2,500.00*	*-*		
	M T Causley / All Aspects (Insptns & Plans Rvw)	*450,000.00*	*-*	*-*	*450,000.00*	*252,345.00*		
	DBPR (Fees to State)	*30,000.00*	*-*	*-*	*30,000.00*	*12,239.00*		
	Misc / Other	*5,000.00*	*-*	*-*	*5,000.00*	*388.04*		
107-1000-524-40	Travel & Per Diem	5,000.00	-	-	5,000.00	1,950.82	3,049.18	39.02%
107-1000-524-41	Communications	6,500.00	-	-	6,500.00	3,557.02	2,942.98	54.72%
107-1000-524-42	Freight & Postage	1,000.00	-	-	1,000.00	10.68	989.32	1.07%
107-1000-524-45	Insurance	15,000.00	-	-	15,000.00	9,103.02	5,896.98	60.69%
107-1000-524-46	Repair & Maintenance	5,000.00	-	-	5,000.00	2,836.72	2,163.28	56.73%
107-1000-524-48	PR / Advertising	500.00	-	-	500.00	-	500.00	
107-1000-524-51	Office Supplies & Other Expenses	8,000.00	-	-	8,000.00	2,991.72	5,008.28	37.40%
107-1000-524-52	Operating Supplies	10,000.00	-	-	10,000.00	2,808.26	7,191.74	28.08%

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund 107 - Building Fund		BUDGET						
		FY 22-23 Adopted Budget	*FY 22-23 Approved Amendments*	*FY 22-23 Budget Amendment - Requested*	*Proposed FY 22-23 Amended Budget*	*FY 22-23 ACTUALS (Unaudited)*	*FINAL BUDGET v ACTUALS VARIANCE*	Actual as % of Budget
						as of 5/31/2023	*Favorable / (Unfavorable)*	Benchmark = 66.7%
107-1000-524-54	Dues & Subscriptions	40,200.00	-	1,000.00	41,200.00	41,138.17	61.83	99.85%
107-1000-524-55	Training	5,000.00	-	(1,000.00)	4,000.00	1,148.50	2,851.50	28.71%
107-9000-581-01	Transfer to General Fund	84,000.00	-	-	84,000.00	56,000.00	28,000.00	66.67%
	Total Expenditures	**1,623,800.00**	**-**	**-**	**1,623,800.00**	**970,961.83**	**652,838.17**	***59.80%***
	REVENUES OVER/(UNDER) EXPENDITURES	***(2,800.00)***	**-**	***6,400.00***	***3,600.00***	***156,016.50***		
	Addition to / (Use of) Fund Balance					-		
Fund Balance - Ending, 9/30/2023 (Projected)								
107-281-000	Fund Bal - Restricted - Other Bldg Activities	238,600.00	298,000.00	6,400.00	542,000.00	685,208.71		
107-282-000	Fund Bal - Committed - Fla Bldg Code Enf	252,000.00	1,600.00	-	254,600.00	263,562.11		
		490,600.00	***299,600.00***	***6,400.00***	***796,600.00***	***948,770.82***		
		490,600.00	*299,600.00*	*6,400.00*	*796,600.00*	*948,770.82*		

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 200 - Debt Service Fund		BUDGET				FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget	as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
Revenues								
200-381-002	Transfer from Transportation Fund	523,800.00	-	-	523,800.00	524,273.96	473.96	100.09%
200-381-003	Transfer from General Fund	304,300.00	-	-	304,300.00	292,021.62	(12,278.38)	95.97%
	Total Revenues	***828,100.00***	***-***	***-***	***828,100.00***	***816,295.58***	***(11,804.42)***	***98.57%***
Expenditures								
200-0500-517-71	Principal	691,800.00	-	-	691,800.00	691,503.10	296.90	99.96%
	2013 Paving Loan	*276,800.00*	-	-	*276,800.00*	*415,000.00*		
	2012 Refunding of Series 2007	*415,000.00*	-	-	*415,000.00*	*276,503.10*		
200-0500-517-72	Interest	136,300.00	-	-	136,300.00	124,792.48	11,507.52	91.56%
	2013 Paving Loan	*108,800.00*	-	-	*108,800.00*	*109,273.96*		
	2012 Refunding of Series 2007	*27,500.00*	-	-	*27,500.00*	*15,518.52*		
	Total Expenditures	***828,100.00***	***-***	***-***	***828,100.00***	***816,295.58***	***11,804.42***	***98.57%***
	REVENUES OVER/(UNDER) EXPENDITURES	***-***	***-***	***-***	***-***	***-***		
	Addition to / (Use of) Fund Balance							

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBT A

Fund: 300 - Capital Project Fund		BUDGET						
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget	FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
						as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
Fund Balance - Beginning, 10/1/2022								
300-282-001	Fund Bal - Restricted - Disc Sales Surtax	2,715,300.00	75,500.00	(10,000.00)	2,780,800.00	2,780,760.08		
300-283-000	Fund Bal - Assigned	3,880,500.00	-	-	3,880,500.00	3,880,500.00		
		6,595,800.00	***75,500.00***	***(10,000.00)***	***6,661,300.00***	***6,661,260.08***		
Revenues								
300-312-600	Local Govt Discretionary Sales Surtax	$ 3,447,900.00	$ -	$ -	$ 3,447,900.00	$ 2,053,971.63	(1,393,928.37)	59.57%
	90% for Capital / Infrastructure Purposes	*3,103,110.00*	*-*	*-*	*3,103,110.00*	*1,848,574.47*		
	10% Limit for General Purposes	*344,790.00*	*-*	*-*	*344,790.00*	*205,397.16*		
300-334-701	FDEP - Rec Trails Pgm Grant (KTCP)	200,000.00	-	-	200,000.00	-	(200,000.00)	0.00%
300-337-701	TDC Bricks & Mortar Grant	615,500.00	-	-	615,500.00	19,500.00	(596,000.00)	3.17%
	Bathroom @ KTCP	*100,000.00*	*-*	*-*	*100,000.00*	*-*		
	Dog Park Improvements - Phase 1	*200,000.00*	*-*	*-*	*200,000.00*	*-*		
	Founders Park Beach Restroom Project	*19,500.00*	*-*	*-*	*19,500.00*	*19,500.00*		
	Library Beach Playground	*246,000.00*	*-*	*-*	*246,000.00*	*-*		
	Tennis Court Resurfacing	*50,000.00*	*-*	*-*	*50,000.00*	*-*		
300-361-100	Interest	10,000.00	-	43,000.00	53,000.00	53,227.30	227.30	100.43%
300-369-000	Miscellaneous Revenue	-	198,400.00	-	198,400.00	198,394.00	(6.00)	100.00%
300-381-000	Transfer from General Fund (001)	180,700.00		-	180,700.00	46,396.00	(134,304.00)	25.68%
	General Fund for General Capital Purchases	*130,700.00*	*-*	*-*	*130,700.00*	*-*		
	Landscape Mitigation (from General Fund)	*50,000.00*	*-*	*-*	*50,000.00*	*46,396.00*		
300-381-101	Transfer from Impact Fee Fund	745,000.00	-	-	745,000.00	245,155.42	(499,844.58)	32.91%
	Fire (Storage Building)	*220,000.00*	*-*	*-*	*220,000.00*	*7,750.00*		
	Fire (Hydrants)	*-*	*-*	*-*	*-*	*14,764.81*		
	Parks & Rec (GTH Improvements)	*325,000.00*	*-*	*-*	*325,000.00*	*36,789.34*		
	Parks & Rec (KTCP Boardwalk)	*125,000.00*	*-*	*-*	*125,000.00*	*110,111.27*		
	Parks & Rec (Plantation Tropical Preserve)	*75,000.00*	*-*	*-*	*75,000.00*	*75,740.00*		
300-388-200	Insurance Proceeds	-	-	5,000.00	5,000.00	4,510.86	(489.14)	90.22%
	Total Revenues	***5,199,100.00***	***198,400.00***	***48,000.00***	***5,445,500.00***	***2,621,155.21***	***(2,824,344.79)***	***48.13%***

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 300 - Capital Project Fund		BUDGET						
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget	FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
						as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
Expenditures								
Village Manager								
300-0300-512-66	Canal Project - #115/116 (back-filling)	850,000.00	-	-	850,000.00	6,359.22	843,640.78	0.75%
300-0300-512-67	Canal Project - #114 (injection well)	250,000.00	-	30,000.00	280,000.00	278,210.09	1,789.91	99.36%
300-0300-512-68	Canal Project - #147 (back filling)	70,000.00	-	-	70,000.00	-	70,000.00	0.00%
Planning								
300-0600-515-64	Land Acquisition	-	188,000.00	-	188,000.00	187,894.00	106.00	99.94%
IT & Communications								
300-0700-519-64	Capital Outlay - IT & Communications	50,000.00	-	-	50,000.00	8,669.50	41,330.50	17.34%
Local Law Enforcement (MCSO)								
300-0800-521-31	Prof Svcs - Local Law Enf (Vehicle Amortization)	145,000.00	-	-	145,000.00	96,112.64	48,887.36	66.28%
Fire Rescue								
300-0900-522-61	Saferoom & Floodproofing (HMGP Grant)	500,000.00	-	-	500,000.00	80,627.87	419,372.13	16.13%
300-0900-522-62	Storage Building for Portable Generators	220,000.00	-	-	220,000.00	7,750.00	212,250.00	3.52%
300-0900-522-63	Critical Power (HMGP Grant)	440,000.00	-	-	440,000.00	2,850.00	437,150.00	0.65%
300-0900-522-64	Capital Outlay - Fire Rescue	1,460,000.00	56,000.00	-	1,516,000.00	1,072,646.00	443,354.00	70.76%
	2022 75' Sutphen Ladder Truck	*1,010,000.00*	*-*	*-*	*1,010,000.00*	*1,017,055.00*		
	2023 Rescue	*450,000.00*	*-*	*-*	*450,000.00*	*-*		
	2021 Ford Transit Van (FY 21-22)	*-*	*56,000.00*	*-*	*56,000.00*	*55,591.00*		
300-0900-522-68	New Fire Hydrants	-	15,000.00	-	15,000.00	14,764.81	235.19	98.43%

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 300 - Capital Project Fund		BUDGET				FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget	as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
Public Works								
300-1200-538-64	Lower Mat Culvert Project	-	35,000.00		35,000.00	24,723.60	10,276.40	70.64%
300-1200-541-62	KTCP Boardwalk	325,000.00	-	-	325,000.00	110,111.27	214,888.73	33.88%
300-1200-541-64	Capital Outlay - Public Works	1,115,000.00	-	-	1,115,000.00	269,144.41	845,855.59	24.14%
	2022 Freightliner Dump Truck	*135,000.00*	-	-	*135,000.00*	*125,865.00*		
	2023 Chevy 2500 CC Pickup (2)	*94,000.00*	-	-	*94,000.00*	-		
	7' x 16' Box Trailer	*16,500.00*	-	-	*16,500.00*	*18,273.00*		
	BC1000 XL Chipper (replace 2003)	*60,000.00*	-	-	*60,000.00*	*56,864.85*		
	Bus Shelter Study	*173,000.00*	-	-	*173,000.00*	*20,650.31*		
	Feasibility Study - Chambers & PW Facility	*500,000.00*	-	-	*500,000.00*	-		
	LIDAR Data Project (Monroe Cty)	*90,000.00*	-	-	*90,000.00*	*21,733.25*		
	Mule	*18,500.00*	-	-	*18,500.00*	-		
	Scag 61 Toro Mowers (2)	*28,000.00*	-	-	*28,000.00*	*25,758.00*		
300-1200-541-65	Morada Way Lighting Project (from fund balance PY)	-	-	127,500.00	127,500.00	127,321.00	179.00	99.86%
300-1200-541-66	Landscaping Projects	50,000.00	-	-	50,000.00	46,396.00	3,604.00	92.79%
300-1200-541-67	Green Turtle Hammock Improvements	325,000.00	-	-	325,000.00	36,789.34	288,210.66	11.32%
300-1300-572-68	146 Sunshine (PTP Entrance)	75,000.00	-	1,000.00	76,000.00	75,740.00	260.00	99.66%
300-130-572-69	Library Beach Playground Project	246,000.00	-	-	246,000.00	-	246,000.00	0.00%
Parks & Recreation								
300-1300-572-63	Dog Park Improvements	225,000.00	-	-	225,000.00	124,696.51	100,303.49	55.42%
300-1300-572-64	Capital Outlay - Parks & Recreation	93,000.00	-	-	93,000.00	54,280.55	38,719.45	58.37%
	Founders Park Beach Restroom Project	*19,500.00*	-	-	*19,500.00*	-		
	Great Lawn Irrigation System	-	-	-	-	*5,747.50*		
	Garden Verti-Cutter 16"	*13,000.00*	-	-	*13,000.00*	*14,475.75*		
	John Deer Gator / Club Car	*15,500.00*	-	-	*15,500.00*	-		
	Pool Heat Pumps	*30,000.00*	-	-	*30,000.00*	*21,549.10*		
	SCAG Mower	*15,000.00*	-	-	*15,000.00*	*12,508.20*		
300-1200-541-66	Tennis Complex Improvements	84,500.00	-	-	84,500.00	29,030.00	55,470.00	34.36%
300-1200-541-67	Solar Lighting Replacement Project	350,000.00	-	-	350,000.00	-	350,000.00	0.00%

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 300 - Capital Project Fund		BUDGET						
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget	FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
						as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
Transfers Out								
300-9000-581-93	Transfer to Wastewater Ent (402) Fund	1,000,000.00	-	-	1,000,000.00	-	1,000,000.00	0.00%
	Total Expenditures	***7,873,500.00***	***294,000.00***	***159,500.00***	***8,648,000.00***	***2,654,116.81***	***5,917,908.00***	***30.69%***
	REVENUES OVER/(UNDER) EXPENDITURES	***(2,674,400.00)***	***(95,600.00)***	***(111,500.00)***	***(3,202,500.00)***	***(32,961.60)***		
	Addition to / (Use of) Fund Balance					-		
Fund Balance - Ending, 9/30/2023 (Projected)								
300-282-001	Fund Bal - Restricted - Disc Sales Surtax	1,200,900.00	(20,100.00)	(121,500.00)	738,300.00	2,839,026.35		
300-283-000	Fund Bal - Assigned	2,720,500.00	-	-	2,720,500.00	3,789,272.13		
		3,921,400.00	***(20,100.00)***	***(121,500.00)***	***3,458,800.00***	***6,628,298.48***		

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBT A

Fund: 401 - Marina Enterprise Fund		BUDGET						
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget	FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
						as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
Net Position								
401-274-000	Net Position - Investment in Capital Assets					3,242,330.00		
401-276-000	Net Position - Unrestricted					1,251,969.09		
						4,494,299.09		
CASH & CASH EQUIVALENTS, Beginning 10/1/2022								
	Pooled Cash - Operating Account	1,605,400.00				1,451,191.59		
		1,605,400.00				***1,451,191.59***		
Revenues								
401-337-702	Monroe County Boating Improvement Grant	10,000.00	-	-	10,000.00	-	(10,000.00)	0.00%
401-347-501	Dock Usage Fee	1,000,000.00	-	-	1,000,000.00	559,402.55	(440,597.45)	55.94%
401-347-502	Diesel Fuel Sales	175,000.00	-	-	175,000.00	68,163.83	(106,836.17)	38.95%
401-347-503	Dock Utilities Charge	75,000.00	-	-	75,000.00	47,268.99	(27,731.01)	63.03%
401-347-504	Ramp Usage Fee	50,000.00	-	-	50,000.00	22,155.82	(27,844.18)	44.31%
401-347-505	Unleaded Fuel Sales	400,000.00	-	-	400,000.00	215,644.90	(184,355.10)	53.91%
401-347-506	Miscellaneous Revenue	12,000.00	-	-	12,000.00	4,461.14	(7,538.86)	37.18%
401-361-100	Interest	5,000.00	-	5,700.00	10,700.00	10,734.15	34.15	100.32%
	Total Revenues	***1,727,000.00***	***-***	***5,700.00***	***1,732,700.00***	***927,831.38***	***(804,868.62)***	***53.55%***
Expenses								
Debt Service								
401-1400-517-71	Debt Service Principal	12,500.00	-	-	12,500.00	12,376.21	123.79	99.01%
401-1400-517-72	Debt Service Interest	1,300.00	-	-	1,300.00	681.17	618.83	52.40%
Personnel								
401-1400-575-12	Regular Salaries & Wages	241,500.00	-	-	241,500.00	157,307.81	84,192.19	65.14%
401-1400-575-14	Overtime	10,000.00	-	-	10,000.00	7,068.65	2,931.35	70.69%
401-1400-575-21	Payroll Taxes	19,300.00	-	-	19,300.00	12,380.31	6,919.69	64.15%
401-1400-575-22	Retirement Contributions	29,000.00	-	-	29,000.00	15,641.50	13,358.50	53.94%
401-1400-575-23	Life & Health Insurance	43,000.00	-	-	43,000.00	14,030.86	28,969.14	32.63%
401-1400-575-24	Workers' Compensation	3,500.00	-	-	3,500.00	3,112.48	387.52	88.93%

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 401 - Marina Enterprise Fund		BUDGET						
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget	FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
						as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
Operating								
401-1400-575-31	Professional Services	5,000.00	-	-	5,000.00	375.00	4,625.00	7.50%
401-1400-575-41	Communications	7,000.00	-	4,000.00	11,000.00	10,442.71	557.29	94.93%
401-1400-575-42	Freight & Postage	-	500.00	-	500.00	233.32	266.68	46.66%
401-1400-575-43	Utilities	135,000.00	-	-	135,000.00	99,508.69	35,491.31	73.71%
401-1400-575-44	Rentals & Leases	-	1,000.00	-	1,000.00	691.85	308.15	69.19%
401-1400-575-45	Insurance	85,000.00	-	-	85,000.00	72,223.03	12,776.97	84.97%
401-1400-575-46	Repairs & Maintenance	100,000.00	(1,500.00)	(4,000.00)	94,500.00	29,278.66	65,221.34	30.98%
401-1400-575-48	PR / Advertising	25,000.00	-	-	25,000.00	18,270.00	6,730.00	73.08%
401-1400-575-49	Other Expenses	50,000.00	-	-	50,000.00	38,338.65	11,661.35	76.68%
401-1400-575-51	Office Supplies	10,000.00	-	-	10,000.00	559.90	9,440.10	5.60%
401-1400-575-52	Operating Supplies	400,000.00	-	-	400,000.00	229,654.98	170,345.02	57.41%
401-1400-575-54	Dues & Subscriptions	4,000.00	-	-	4,000.00	2,242.62	1,757.38	56.07%
Capital Outlay								
401-1400-575-63	Capital Outlay - Breakwater Restoration	100,000.00	-	-	100,000.00	9,502.50	90,497.50	9.50%
401-1400-575-64	Capital Outlay - Machinery & Equipment	1,000,000.00	-	-	1,000,000.00	417,960.87	582,039.13	41.80%
	Marina Office - Site Work					*24,809.06*		
	Deckig Replacement Project					*393,151.81*		
		2,281,100.00	***-***	***-***	***2,281,100.00***	***1,151,881.77***	***1,129,218.23***	***50.50%***
	REVENUES OVER/(UNDER) EXPENSES	***(554,100.00)***	***-***	***5,700.00***	***(548,400.00)***	***(224,050.39)***	***(1,934,086.85)***	
	Addition to / (Use of) Net Position					-		
CASH & CASH EQUIVALENTS, Ending 9/30/2023								
	Pooled Cash - Operating Account	1,051,300.00				1,227,141.20		
		1,051,300.00				***1,227,141.20***		
		1,051,300.00				*1,227,141.20*		

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 402 - Wastewater Enterprise Fund		BUDGET				FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget	as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
Net Position								
402-274-000	Net Position - Investment in Capital Assets					71,344,452.15		
402-276-000	Net Position - Unrestricted					31,526,112.98		
						102,870,565.13		
CASH & CASH EQUIVALENTS, Beginning 10/1/2022								
	Pooled Cash - Operating Account	7,636,000.00				6,774,949.98		
		7,636,000.00				***6,774,949.98***		
Revenues								
402-325-101	NPK Assessment Principal/Payoff	200,000.00	-	-	200,000.00	19,082.08	(180,917.92)	9.54%
402-325-104	RSA Assessment Principal/Payoff	1,400,000.00	-	-	1,400,000.00	69,976.04	(1,330,023.96)	5.00%
402-325-106	Wastewater System Development Charges	50,000.00	58,000.00	-	108,000.00	232,657.29	124,657.29	215.42%
402-331-200	HMGP Grant	-	-	-	-	-	-	
402-331-350	ACOE FKWQIP Grant	-	-	1,464,500.00	1,464,500.00	-	(1,464,500.00)	0.00%
402-334-352	DEP LPA0087 Stewardship Act Grant	1,857,000.00	-	(1,500,000.00)	357,000.00	-	(357,000.00)	0.00%
402-343-501	Wastewater Service Charge	6,900,000.00	-	-	6,900,000.00	4,670,197.10	(2,229,802.90)	67.68%
402-343-502	Wastewater Infrastructure Fees	15,000.00	-	-	15,000.00	1,200.00	(13,800.00)	8.00%
402-361-100	Interest	25,000.00	-	-	25,000.00	58,640.69	33,640.69	234.56%
402-361-101	NPK Assessment Interest/Other Revenue	-	-	163,000.00	163,000.00	162,394.00	(606.00)	99.63%
402-361-102	RSA Assessment Interest/Other Revenue	-	-	1,220,000.00	1,220,000.00	1,219,654.41	(345.59)	99.97%
402-369-000	Miscellaneous Revenue	-	-	3,800.00	3,800.00	3,750.00	(50.00)	98.68%
402-381-000	Transfer from Capital Projects Fund	1,000,000.00	-	-	1,000,000.00	-	(1,000,000.00)	0.00%
	Total Revenues	***11,447,000.00***	***58,000.00***	***1,351,300.00***	***12,856,300.00***	***6,437,551.61***	***(6,418,748.39)***	***50.07%***
Expenses								
Debt Service								
402-1500-517-71	Debt Service Principal	4,576,700.00	-	-	4,576,700.00	1,803,487.71	2,773,212.29	39.41%
402-1500-517-72	Debt Service Interest	1,783,400.00	-	-	1,783,400.00	727,926.80	1,055,473.20	40.82%
Personnel								
402-1500-535-12	Regular Salaries & Wages	466,800.00	-	-	466,800.00	281,999.67	184,800.33	60.41%
402-1500-535-14	Overtime	35,000.00	-	-	35,000.00	18,905.36	16,094.64	54.02%
402-1500-535-21	Payroll Taxes	38,400.00	-	-	38,400.00	22,138.32	16,261.68	57.65%
402-1500-535-22	Retirement Contributions	61,100.00	-	-	61,100.00	30,718.44	30,381.56	50.28%

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 402 - Wastewater Enterprise Fund		BUDGET						
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget	FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
						as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
402-1500-535-23	Life & Health Insurance	80,700.00	-	-	80,700.00	60,270.55	20,429.45	74.68%
402-1500-535-24	Workers' Compensation	10,000.00	-	-	10,000.00	6,017.10	3,982.90	60.17%
Operating								
402-1500-535-31	Professional Services	1,837,000.00	-	-	1,837,000.00	1,054,991.51	782,008.49	57.43%
	FKAA - Billing Services	*160,000.00*	*-*	*-*	*160,000.00*	*101,275.94*		
	GSG - Assessment Consultant	*27,000.00*	*-*	*-*	*27,000.00*	*-*		
	KLWTD - Treatment Costs	*1,400,000.00*	*-*	*-*	*1,400,000.00*	*805,808.53*		
	Wade Trim - Engineering	*150,000.00*	*-*	*-*	*150,000.00*	*94,731.40*		
	Water Quality Monitoring (RES)	*75,000.00*	*-*	*-*	*75,000.00*	*50,762.50*		
	Other / Misc	*25,000.00*	*-*	*-*	*25,000.00*	*2,413.14*		
402-1500-535-40	Travel & Per Diem	5,000.00	-	-	5,000.00	556.27	4,443.73	11.13%
402-1500-535-41	Communications	10,000.00	-	-	10,000.00	5,063.99	4,936.01	50.64%
402-1500-535-42	Freight & Postage	500.00	-	-	500.00	-	500.00	0.00%
402-1500-535-43	Utilities	195,000.00	-	-	195,000.00	106,879.19	88,120.81	54.81%
402-1500-535-44	Rentals & Leases	25,000.00	4,000.00	63,000.00	92,000.00	54,897.49	37,102.51	59.67%
402-1500-535-45	Insurance	230,000.00	-	-	230,000.00	188,580.84	41,419.16	81.99%
402-1500-535-46	Repairs & Maintenance	530,000.00	(4,100.00)	371,400.00	897,300.00	209,634.40	687,665.60	23.36%
	Airvac (Vac System repairs & parts)	*25,000.00*	*-*	*43,500.00*	*68,500.00*	*42,394.70*		
	K B Vacuum (pump repairs)	*25,000.00*	*-*	*63,700.00*	*88,700.00*	*41,000.00*		
	Page Excavating	*25,000.00*	*-*	*160,000.00*	*185,000.00*	*28,460.00*		
	DoneRite Pumps	*25,000.00*	*-*	*52,200.00*	*77,200.00*	*27,201.00*		
	Estate Services Unlimited (Tank Cleaning)	*-*	*-*	*22,000.00*	*22,000.00*	*21,800.00*		
	F J Nugent (repair parts)	*-*	*-*	*30,000.00*	*30,000.00*	*16,040.80*		
	Vic's Auto Tech (vehicles repairs)					*5,247.16*		
	Commerce Controls (wet well repair)					*4,172.00*		
	AAA American Restoration (sewer leak repair)					*3,794.04*		
	Pat's Pump & Blower (pump truck repair)	*430,000.00*	*(4,100.00)*	*-*	*425,900.00*	*3,061.87*		
	A1 Powerworx (Generator Maint)					*1,651.64*		
	Windy Day Plumbing					*1,114.87*		
	Various - Other / Misc					*13,696.32*		
402-1500-535-48	PR / Advertising	2,000.00	-	-	2,000.00	-	2,000.00	0.00%
402-1500-535-49	Other Expenses	-	100.00	500.00	600.00	346.54	253.46	57.76%

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 402 - Wastewater Enterprise Fund		BUDGET				FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget	as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
402-1500-535-51	Office Supplies	4,000.00	-	-	4,000.00	0.03	3,999.97	0.00%
402-1500-535-52	Operating Supplies	225,000.00	-	-	225,000.00	190,814.47	34,185.53	84.81%
402-1500-535-54	Dues & Subscriptions	4,000.00	-	-	4,000.00	3,718.76	281.24	92.97%
402-1500-535-55	Training	8,000.00	-	-	8,000.00	-	8,000.00	0.00%
Capital Outlay								
402-1500-535-62	SCADA (Star Controls)	500,000.00	-	-	500,000.00	35,000.00	-	7.00%
402-1500-535-63	Capital Outlay - Infrastructure	200,000.00	757,000.00	1,294,500.00	2,251,500.00	1,828,094.58	423,405.42	81.19%
	Airvac (new connections & breathers)	*25,000.00*	*-*	*90,000.00*	*115,000.00*	*67,969.00*		
	F J Nugent (E1 Grinder Pumps)	*25,000.00*	*-*	*46,500.00*	*71,500.00*	*33,099.00*		
	Page Excavating (new laterals, rings)	*150,000.00*	*757,000.00*	*1,108,000.00*	*2,015,000.00*	*1,684,281.10*		
	PSI Technolgies (submersible pumps)	*-*	*-*	*25,000.00*	*25,000.00*	*18,358.48*		
	Satellite Industries (new hoses)	*-*	*-*	*25,000.00*	*25,000.00*	*21,237.00*		
402-1500-535-64	Capital Outlay - Machinery & Equipment	65,000.00	22,500.00	9,800.00	97,300.00	32,267.00	65,033.00	33.16%
	Cartegraph Work Order/Asset Tracking	*23,000.00*	*-*	*-*	*23,000.00*	*-*		
	Security Camers @ Pump Stations	*42,000.00*	*-*	*-*	*42,000.00*	*-*		
	Overhead Crane Lifting System	*-*	*-*	*9,800.00*	*9,800.00*	*9,767.00*		
	Emergency Soft Starters (4)	*-*	*22,500.00*	*-*	*22,500.00*	*22,500.00*		
402-1500-535-65	NPK Pump Station Projects	2,000,000.00	-	(1,800,000.00)	200,000.00	46,849.68	153,150.32	23.42%
402-1500-535-66	Capital Outlay - Generator Storage Bldg.	250,000.00	-	-	250,000.00	-	250,000.00	0.00%
402-1500-535-66	Portable Gens & Floodproofing (HMGP)	585,000.00	-	-	585,000.00	3,150.00		
		13,727,600.00	***779,500.00***	***(60,800.00)***	***14,446,300.00***	***6,712,308.70***	***6,687,141.30***	***46.46%***
	REVENUES OVER/(UNDER) EXPENSES	***(2,280,600.00)***	***(721,500.00)***	***1,412,100.00***	***(1,590,000.00)***	***(274,757.09)***		
	Addition to / (Use of) Net Position					*0.00*		

CASH & CASH EQUIVALENTS, Ending 9/30/2023

Pooled Cash - Operating Account	5,355,400.00	6,500,192.89
	5,355,400.00	***6,500,192.89***

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 403 - Stormwater Fund		BUDGET						
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget	FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
						as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
Net Position								
403-274-000	Net Position - Investment in Capital Assets					1,894,193.61		
403-276-000	Net Position - Unrestricted					233,358.65		
						2,127,552.26		
CASH & CASH EQUIVALENTS, Beginning 10/1/2022								
	Pooled Cash - Operating Account	232,300.00				239,864.09		
		232,300.00				***239,864.09***		
Revenues								
403-325-200	Stormwater Assessment	199,700.00		-	199,700.00	186,343.24	(13,356.76)	93.31%
403-361-000	Interest Revenue	-		2,700.00	2,700.00	2,674.03	(25.97)	99.04%
	Total Revenues	***199,700.00***		***2,700.00***	***202,400.00***	***189,017.27***	***(13,382.73)***	**93.39%**
Expenses								
Personnel								
403-1600-538-12	Regular Salaries & Wages	13,500.00		-	13,500.00	8,512.48	4,987.52	63.06%
403-1600-538-21	Payroll Taxes	1,100.00		-	1,100.00	701.19	398.81	63.74%
403-1600-538-22	Retirement Contributions	1,700.00		-	1,700.00	937.32	762.68	55.14%
403-1600-538-23	Life & Health Insurance	1,000.00		-	1,000.00	720.84	279.16	72.08%
403-1600-538-24	Workers' Compensation	300.00		-	300.00	173.04	126.96	57.68%
Operating								
403-1600-538-31	Professional Services	200,000.00		-	200,000.00	-	200,000.00	0.00%
403-1600-538-43	Utilities	1,000.00		-	1,000.00	390.06	609.94	39.01%
403-1600-538-45	Insurance	500.00		-	500.00	166.19	333.81	33.24%
403-1600-538-46	Repair & Maintenance	25,000.00		-	25,000.00	-	25,000.00	0.00%
403-1600-538-48	PR / Advertising	1,000.00		-	1,000.00	-	1,000.00	0.00%
403-1600-538-52	Operating Supplies	5,000.00		-	5,000.00	-	5,000.00	0.00%
		250,100.00		***-***	***250,100.00***	***11,601.12***	***238,498.88***	**4.64%**
	REVENUES OVER/(UNDER) EXPENSES	***(50,400.00)***		***2,700.00***	***(47,700.00)***	***177,416.15***		
	Addition to / (Use of) Net Position					*(0.00)*		
CASH & CASH EQUIVALENTS, Ending 9/30/2023								
	Pooled Cash - Operating Account	181,900.00				417,280.24		
		181,900.00				***417,280.24***		

Council Communication

To: Mayor and Village Council
From: Maria Bassett, Finance Director
Date: July 27, 2023
SUBJECT: **Resolution Approving First Amendment to Agreement with Dockmasters Marine Construction, Inc. TAB 8**

Background:
At its meeting on March 2, 2023, the Village Council adopted Resolution No. 23-03-24 approving the final rankings and recommendations of the RFP 23-02 Evaluation Committee for selection of a contractor for the Marina Decking Replacement Project. The Resolution authorized the Village Manager and Village Attorney to negotiate and enter into an agreement with the approved contractor, Dockmasters Marine Construction, Inc., (Attachment 2) for completion of the project for a cost not-to-exceed $699,973.00.

Analysis:
After starting work on or about June 1, 2023, the contractor identified an area on the bulkhead that requires additional stringers not included in the original scope of work. The contractor has provided a quote for the additional cost of the stringers in the amount of $7,990.00 bringing the total project cost to $707,963.00. Staff anticipated that the need for additional stringers might be identified as the project progressed, and this possibility was communicated to the Village Council at the contract award. The revised cost remains well under the second-ranked proposal received in response to RFP 23-02.

The attached Resolution would adopt a First Amendment to the original agreement with Dockmasters Marine Construction, Inc. to add Change Order No. 1 in the amount of $7,990.00.

Budget Impact:
The adopted FY 2022-2023 Marina Enterprise Fund budget includes $1,000,000.00 for the Marina Decking Replacement Project. The funding source is Marina Operating Revenues. As of September 30, 2022, the Marina Enterprise Fund has approximately $1.5 million in cash reserves. As the project progresses, the Contractor may identify other issues requiring additional costs to address. In this event, staff would return to Council for approval of any increased costs. Final costs are estimated to be less than the $1,000,000.00 budget and less than the next-ranked proposer.

Staff Impact:
The Marina Dockmaster continues to work with the Contractor throughout the project. The Village's Building Department, including its inspectors, are overseeing and checking construction activities.

Recommendation:

It is recommended that the Village Council adopt the proposed resolution thereby approving the First Amendment to the Agreement with Dockmasters.

Attachments:
1. 1_Reso_Dockmasters Agrmt Amend 1_072723 RVCM
2. 2_Ex A to Reso_Amend 1 to Dockmasters Agrmt_072723 RVCM
3. 3_Ex A to Reso_composite

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A FIRST AMENDMENT TO THE AGREEMENT BETWEEN DOCKMASTERS MARINE CONSTRUCTION, INC., AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE PROFESSIONAL CONTRACTOR SERVICES ; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE FIRST AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE FIRST AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on January 4, 2023, Islamorada, Village of Islands (the "Village"), published a Request for Proposals for a Construction Contractor for Marina Decking Replacement ("RFP 23-02"); and

WHEREAS, on March 2, 2023, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted Resolution No. 23-03-24, thereby approving the final rankings and recommendations of the RFP 23-02 Selection Committee whereby Dockmasters Marine Construction, Inc. ("Dockmasters") was selected to provide professional contractor services to the Village; and

WHEREAS, the Village subsequently entered into an Agreement (the "Agreement") with Dockmasters for professional contractor services effective March 27, 2023, until project completion; and

WHEREAS, the Village Council finds that approval of a First Amendment to the Agreement with Dockmasters to expand the scope of work is in the best interest of the Village.

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 First Amendment. The Village Council hereby approves a First Amendment to the Agreement between Dockmasters and the Village for provision of Professional Contractor Services for the Marina Decking Replacement Project (the "First Amendment"), 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 and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the First Amendment.

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 First Amendment.

Section 5. Execution of First Amendment. The Village Manager is authorized to execute the First Amendment on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the First Amendment, 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 _____, second 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

FIRST AMENDMENT TO
AGREEMENT BETWEEN
ISLAMORADA, VILLAGE OF ISLANDS
AND
DOCKMASTERS MARINE CONSTRUCTION, INC.

THIS FIRST AMENDMENT to the Agreement (the "First Amendment") is made between **DOCKMASTERS MARINE CONSTRUCTION, INC.,** a Florida corporation ("CONTRACTOR") and **ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA,** a Florida municipal corporation (the "VILLAGE").

WHEREAS, CONTRACTOR and the VILLAGE entered into a certain Agreement (the "Agreement") effective March 27, 2023; and

WHEREAS, the parties desire to enter into this First Amendment to modify the scope of work through Change Order No. 1 and update pricing.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this First Amendment, CONTRACTOR and the VILLAGE agree as follows.

Section 1. Amendment to Article 4 of the Agreement. The Agreement is amended to replace Sections 4.1, with the following language:

ARTICLE 4
CONTRACT PRICE, GUARANTEES AND WARRANTIES

4.1 The VILLAGE hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement for work completed in accordance with the Proposal and Invoice attached hereto as composite Exhibit "A", and as directed by VILLAGE. Prices for work completed by the CONTRACTOR shall be as reflected in composite Exhibit "A". A total contract price hereto is referred to as "Contract Price" and shall not exceed **Seven Hundred Seven Thousand Nine Hundred Sixty-three and no-100 Dollars ($707,963.00).**

Section 2. No Further Modifications. All other terms and conditions of the existing Agreement not in conflict or superseded by this First Amendment shall remain in full force and effect as if set forth herein.

Section 3. Effective Date. This First Amendment shall be effective upon execution by all parties.

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

Attest:

ISLAMORADA, VILLAGE OF ISLANDS

_____
Marne McGrath, Village Clerk

By: _____
Ted Yates, Village Manager

Approved as to form and legal sufficiency:

Date: _____

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

CONTRACTOR

By: _____

Print Name: _____

Title: _____

Date: _____

Exhibit A

Invoice

DOCKMASTERS MARINE CONSTRUCTION INC.

86560 OVERSEAS HIGHWAY
ISLAMORADA FL.
33036
305-853-2662
CELL. 306-923-6338

Date: 07/05/2023
Invoice No.: 10042
Due Date: 08/04/2023

Bill To:
VILLAGE
VILLAGE OF ISLAMORADA

Qty	Item	Description	Unit Price	Total
1		DOCK 1# BULKHEAD: REPLACEMENT OF HARDWARE RELATED TO THE CLEATS. EXISTING HAD TO BE CUT OFF, (16 DOCKS). DOCK 2# ADDING STRINGERS, DECK SCREWS, LABOR ON ENTRANCE APPROX. 30'	$7,990.00	$7,990.00

Total $7,990.00

Balance Due $7,990.00

Please contact us for more information about payment options.

Thank you for your business.

Council Communication

To: Mayor and Village Council
From: Maria Bassett, Finance Director
Date: July 27, 2023
SUBJECT: **Resolution Approving the Fourth Amendment to the Contract for Local Police Services TAB 9**

Background:
The Village Council of Islamorada, Village of Islands, Florida (the "Village") adopted Resolution No. 19-08-60, approving a contract (the "Contract") between the Village, the Monroe County Sheriff's Office (the "MCSO"), and the Monroe County Board of County Commissioners (the "BOCC") for local police services for a five (5) year term commencing October 1, 2019 and ending September 30, 2024. The Village Council adopted Resolution No. 20-07-58 on July 16, 2020, approving a First Amendment to the Contract to reflect Year Two contract pricing effective for FY 2020-2021 beginning October 1, 2020 and ending September 30, 2021. The Village Council adopted Resolution No. 21-08-71 on August 19, 2021, approving a Second Amendment to the Contract to reflect Year Three contract pricing effective for FY 2021-2022 beginning October 1, 2021 and ending September 30, 2022. The Village Council adopted Resolution No. 22-07-71 on July 14, 2022, approving a Third amendment to the Contract to reflect Year Four contract pricing effective for FY 2022-2023 beginning October 1, 2022 and ending September 30, 2023.

Analysis:
Section 21.1 of the Contract requires that the Village and the MCSO negotiate payment for the fifth year ("Year Five") of the Contract term and amend the Contract to reflect the Year Five contract price. The Village and the MCSO desire to enter into a Fourth Amendment to the Contract to provide for a Contract price in the amount of $2,917,099, for Year Five, commencing October 1, 2023 through September 30, 2024.

Attachment A is a Resolution to adopt and approve the Fourth Amendment to the Agreement with the MCSO and the BOCC for police services in FY 2023-2024. The full Agreement is attached as Attachment B.

Budget Impact:
The FY 2023-2024 budget for police services reflects an 11.5% increase to Personnel Services (salaries and benefits costs) from FY 2022-2023. Additionally, the budget for property/general liability insurance has increased $8,400.00 or 24.3%, and the budget for Repairs and Maintenance has been increased $8,400.00 or 11.8%. The total budget for FY 2023-2024 is $2,650,149.00 and includes payment to Monroe County for health insurance and worker’s compensation insurance, which have increased $6,016.00 or 2.0% from the prior year. The total increase from FY 2022-2023 is $261,686.00 or 9.9%.

Funds to cover the fifth year of the contract are allocated to two general ledger accounts. The Local Law (MCSO) Department in the General Fund will include $2,723,000.00 in its Professional Services expenditure account for the major portion of the contract costs. The amount budgeted for the amortized cost of vehicles for deputies assigned to Islamorada in the amount of $144,200.00 will be reflected in the Capital Project Fund. The cost of the vehicles is an authorized use of Local Government Discretionary Sales Surtax accounted for in the Capital Project Fund.

Staff Impact:
There is no impact to Staff or staffing levels resulting from adoption of the Resolution.

Recommendation:
Staff recommends that the Village Council APPROVE the Fourth Amendment to the Contract for Police Services.

Attachments:
1. 2_Att A_Reso_MCOS Agrmt_4th Amend_072727 RVCM
2. 3_Att A_FOURTH AMENDMENT to 2019-2024 (FY 2023-2024)
3. 4_Exhibit A-2024
4. 5_MCSO Agrmt_2019-2024

RESOLUTION NO.

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE THIRD AMENDMENT TO THE CONTRACT FOR LOCAL POLICE SERVICES BETWEEN THE MONROE COUNTY SHERIFF'S OFFICE, THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AND ISLAMORADA, VILLAGE OF ISLANDS FOR FISCAL YEAR 2023-2024 (YEAR FIVE) CONTRACT PRICING; AUTHORIZING THE MAYOR TO EXECUTE THE FOURTH AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village Council of Islamorada, Village of Islands, Florida (the "Village") adopted Resolution No. 19-08-60, approving a contract (the "Contract") between the Village, the Monroe County Sheriff's Office (the "MCSO"), and the Monroe County Board of County Commissioners (the "BOCC") for local police services for a five (5) year term commencing October 1, 2019 and ending September 30, 2024; and

WHEREAS, the Village Council adopted Resolution No. 20-07-58 on July 16, 2020, approving a First Amendment to the Contract to reflect Year Two contract pricing effective for FY 2020-2021 beginning October 1, 2020 and ending September 30, 2021; and

WHEREAS, the Village Council adopted Resolution No. 21-08-71 on August 19, 2021, approving a Second Amendment to the Contract to reflect Year Three contract pricing effective for FY 2021-2022 beginning October 1, 2021 and ending September 30, 2022; and

WHEREAS, the Village Council adopted Resolution No. 22-07-71 on July 20, 2022, approving a Third Amendment to the Contract to reflect Year Four contract pricing effective for FY 2022-2023 beginning October 1, 2022 and ending September 30, 2023; and

WHEREAS, Section 21.1 of the Contract requires that the Village and the MCSO negotiate payment for the fifth year ("Year Five") of the Contract term and amend the Contract to reflect the Year Five contract price; and

WHEREAS, the Village and the MCSO desire to enter into a Fourth Amendment to the Contract to provide for a Contract price for Year Five, commencing October 1, 2023 through September 30, 2024; and

WHEREAS, the Village Council finds that approval of the Fourth Amendment to the Contract for local police services is in the best interest of the Village.

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. Approving Third Amendment to Contract. The Village Council hereby approves the Fourth Amendment to the Contract for Local Police Services between the MCSO, BOCC, and the Village, a copy of which is attached as Attachment "A" hereto, 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. Execution of Third Amendment. The Mayor is authorized to execute the Fourth Amendment on behalf of the Village, and to execute any required agreements and/or documents to implement the terms and conditions of the Fourth Amendment, subject to the approval as to form and legality by the Village Attorney.

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 Fourth Amendment.

Section 5. Authorization of Village Officials. The Village Manager or designee is authorized to take all actions necessary to implement the terms and conditions of this Resolution and the Fourth Amendment.

Section 6. Effective Date. This resolution shall become effective immediately upon its adoption.

Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA:

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilwoman Elizabeth Jolin _____

Councilman Mark Gregg _____

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 ONLY

_____

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

FOURTH AMENDMENT TO CONTRACT FOR LOCAL POLICE SERVICES

This Fourth Amendment to Contract for Local Police Services between Islamorada, Village of Islands, Monroe County Sheriff's Office, and Monroe County, is made and entered into as of the date last written below by and between Islamorada, Village of Islands, Florida, a municipal corporation of the State of Florida (the "Village"), Monroe County Sheriff's Office ("MCSO"), a subdivision of the State of Florida, and Monroe County, a political subdivision of the State of Florida ("County").

WITNESSETH

WHEREAS, In October 2019 the Village entered into a five year Contract for the provision of Local Police Services with MCSO and County (the "Contract"), a copy of which is attached as Exhibit "1," and

WHEREAS, pursuant to Section 21.1 of the Contract, compensation for Local Police Services for each fiscal year shall be set by amendment to the Contract, and

WHEREAS, the Village desires to amend the Contract to set the compensation for Fiscal Year 2023-2024 (the "Fourth Amendment").

NOW THEREFORE, in consideration of the mutual covenants set forth in this Fourth Amendment, the parties agree as follows:

Section 1. Amendment to Agreement. Section 18 of the Contract is amended to read as follows:

*****

18. COMPENSATION.

18.1 Village agrees to pay the sum of $2,917,099 (Two Million Nine Hundred and Seventeen Thousand and Ninety Nine) Dollars for services, equipment and supplies provided during the fourth year of this Contract (10/1/2023-9/30/2024). This sum is referred to as the "Contract Price."

18.2 An analysis of the cost is provided on Exhibit "A-2024" attached hereto. Care has been taken to include in Exhibit "A-2024" all personnel cost and every item of equipment and supply necessary to provide services called for in the Contract, including those provided

under Section 5 herein. However, any cost item not listed on Exhibit "A-2024" or provided at no cost pursuant to Section 5 of this Contract will be itemized and billed separately to Village.

18.3 Village shall include the total cost shown on Exhibit "A-2024" in the Islamorada municipal budget for FY 2023-2024 and make timely provision to secure the funds necessary to fund the contract. Village will pay 2/12 of the total contract price to the Clerk of Court no later than October 26, 2023 and thereafter Village will pay 1/12 of the total contract price on or before the first day of each succeeding month until the total contract price is paid. Notwithstanding the preceding sentence, Village's monthly prorated payment shall be based upon the Contract Price in effect for each fiscal year of the term.

*****

Section 2. Fourth Year Payment Terms. Exhibit "A-2023" of the Contract is replaced in their entirety with replacement Exhibit "A-2024" dated May 25, 2023, attached. All references to Exhibit "A" in the Contract shall be from October 1, 2023 forward refer to the replacement Exhibit "A-2024".

Section 3. No Further Modifications. All other provisions of the Contract, other than as specifically addressed herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Fourth Amendment upon the terms and conditions above stated on the day and year last below written.

SIGNATURE PAGE FOLLOWS

VILLAGE:

By:_____
Mayor

Date:_____

Attest:

By:_____
Village Clerk

Date:_____

Approved as to form and legal sufficiency for the
Use and benefit of Islamorada, Village of Islands:

By:_____
Village Attorney

Date:_____

MONROE COUNTY SHERIFF'S OFFICE:

By:_____
Richard A. Ramsay, Sheriff

Date:_____

Monroe County Sheriff's Office
Approved as to form

By:_____
Patrick McCullah, General Counsel

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By:_____
Mayor/Chairman

Date:_____

Attest: Kevin Madok, Clerk of Court

By:_____
Deputy Clerk

Date:_____

(SEAL)

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

By:_____
Assistant County Attorney

Date:_____

Exhibit A-2024

25-May-23

Updated by: Jill Cranney-Black
BUDGET - ISLAMORADA
2 YEAR COMPARISON FOR FYE 2023 TO FYE 2024

	ADOPTED BUDGET FYE 2023	PROPOSED BUDGET FYE 2024	DIFFERENCE + OR (-)
PERSONNEL SERVICES			
Headcount	18.0	18.0	-
Executive Salary	-	-	-
Regular Salaries	1,459,931	1,575,371	115,440
Overtime	73,354	78,489	5,135
Incentive	13,439	12,600	(840)
Employer Taxes	118,324	127,484	9,160
Retirement Contribution	410,525	520,899	110,375
Life & Health Insurance	2,000	2,000	-
Unemployment Compensation	-	-	-
Total Personnel Services	2,077,573	2,316,842	239,270
OPERATING EXPENSES			
Expenses Other Than Salaries	-	-	-
Professional Services	4,750	4,750	-
Other Contractual Services	-	-	-
Investigations	-	-	-
Travel & Per Diem	1,500	1,500	-
Communications	9,500	9,500	-
Freight & Postage	100	100	-
Utility Services	-	-	-
Rentals	-	-	-
Insurance	34,600	43,000	8,400
Repairs & Maintenance	71,391	79,391	8,000
Printing	-	-	-
Advertising	-	-	-
Office Supplies	2,050	2,050	-
Operating Supplies	12,185	12,185	-
Books/Subscriptions/Memberships	1,000	1,000	-
Tuition	-	-	-
Training	2,000	2,000	-
Total Operating Expenses	139,076	155,476	16,400
CAPITAL OUTLAY			
Other Building Improvements	-	-	-
Automobiles/Machinery/Equip.	144,169	144,169	-
Total Capital Outlay	144,169	144,169	-
OTHER USES			
Aids to Government Agencies	-	-	-
Aids to Private Organizations	-	-	-
Intragovernmental Transfers	-	-	-
Total Other Uses	-	-	-
TOTAL SHERIFF'S BUDGET	2,360,818	2,616,487	255,670
COUNTY COSTS:*			
- Health Insurances	248,003	257,904	9,901
- Worker's Compensation	46,593	42,708	(3,885)
- County Allocation	-	-	-
Total County Expenses	294,596	300,612	6,016
***Estimates**			
TOTAL BUDGET	2,655,413	2,917,099	261,686

CONTRACT FOR LOCAL POLICE SERVICES
Between
MONROE COUNTY SHERIFF'S OFFICE
And
ISLAMORADA, VILLAGE OF ISLANDS
FY 2019- 2024

1. Purpose.

1.1 This is an agreement between Islamorada, Village of Islands ("the "Village") a Florida municipality, the Monroe County Sheriff's Office ("MCSO") a subdivision of the State of Florida, and Monroe County a political subdivision of the State of Florida ("County"). The parties have herein agreed that the Village will purchase, and MCSO will provide, local law enforcement services to Islamorada in addition to the regional police services provided to the residents of the unincorporated areas of Monroe County. The County as fiscal authority shall provide the appropriate budget allocation for the MCSO and receive payments from the Village. This Contract states the terms of the agreement between the parties.

2. Parties/Notice.

2.1 The parties to this Contract are County the Village and MCSO. Any and all communications required to be provided shall be directed to the parties as follows:

Islamorada, Village of Islands
Seth Lawless
Village Manager

86800 Overseas Highway
Islamorada, Florida 33036
Telephone: (305) 664-6460
Facsimile: (305) 664-6464

Monroe County Sheriff's Office
Richard A. Ramsay
5525 College Road
Key West, Florida 33040
Telephone (305) 292-7001
Facsimile: (305) 292-7070

Monroe County
County Administrator Roman Gastesi
1100 Simonton Street
Key West, Florida 33040
(305) 292-4441
(305) 292-4544

3. Term.

3.1 The term of this Contract is for a period of five (5) years, beginning on October 1, 2019 and ending September 30,2024.

4. Termination and Remedies.

4.1 In the event that either party breaches a material term or condition of this Contract, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within 30 days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus or injunctive relief to compel the breaching party to remedy the breach.

4.2 Either party may terminate this Contract at any time by giving written notice of at least one (1) year prior to the effective date of termination. In the event that this Contract is terminated for convenience, compensation shall remain at the agreed upon amount provided herein. Should the termination period extend into a new fiscal year, the terms of compensation shall be made in accordance with Section 21.1.

4.3 The parties reserve all available remedies afforded by law to enforce any term of condition of this Contract. The parties shall submit to the dispute resolution procedures of Chapter 164, Florida Statutes, prior to the filing of any legal proceeding.

5. Scope of Purchased Services.

5.1 MCSO shall provide professional police road patrol services throughout (the "Services") Village. Services shall be provided by a contingent (the Islamorada District) consisting of:

One (1) Captain who serves as Village Police Chief;

One (1) Lieutenant;

Four (4) sergeants;

Ten (10) contract deputies, who shall serve as road patrol officers, marine officers and general case detectives; and

Additionally, MCSO shall provide, at no cost to the Village, two (2) regionally funded road patrol deputies with regional responsibilities.

5.2 Road patrol services shall be provided 24-hours per day on every day of the term of the Contract. The Islamorada District Captain, in close cooperation with the Village Manager (the "Manager,") shall plan schedules for the Islamorada District. The Captain will provide the Manager with the planned schedule and monthly reports containing the names, hours worked by every member of the Islamorada District as well as a general activity breakdown of incidents and activity occurring in Islamorada during the reporting period.

5.3 The staffing plan for this Contract is designed to utilize the proper number of officers to maintain shift coverage considering planned and unplanned absences due to injury, illness, vacation, training and family medical leave. The staffing schedule shall be determined by the Manager in coordination with the Islamorada District Captain. The Captain shall make all reasonable efforts to coordinate training, sick leave, annual leave and administrative leave, to provide optimum services to Islamorada. If, despite these efforts, a shift remains unfilled or falls below minimal staffing levels, the Captain shall notify the Manager. The Manager may choose to fill any vacant position by either of the following methods:

a. Request that an officer from inside the Islamorada District be assigned to work on an overtime basis. In this case, the Village shall pay officer's tour of duty.

b. Request that an officer from outside the Islamorada District be hired to work on a special detail. In this case, the Village shall pay the prevailing special detail rate under the same terms and conditions as special details are offered to the public.

5.4 Canine Unit. At anytime during this Contract, the Village may elect to have canine unit in order to enhance the services provided herein. To this end, the Manager, through the District Captain, may authorize the use of a canine unit, with the actual costs to be borne by the Village and the Village shall reimburse MCSO should the canine unit costs exceed the budgeted amounts specified in this Contract.

6. **Overtime/Off Duty Details.**

6.1 In addition, the parties recognize that a law enforcement agency requires flexibility in order to meet its obligations to the public. The Village hosts several special events each year for which supplemental law enforcement personnel are needed, as well as other instances when the Village may wish to enhance services to address a particular issue or to provide adequate patrol staffing levels. To this end, the Manager, through the District Captain, may authorize the use of paid overtime hours based on actual personnel costs to provide for this enhancement of service. The cost of these overtime hours will be borne by the Village and the Village shall reimburse MCSO should the overtime hours exceed the normally budgeted overtime figure specified in this Contract.

6.2 Nothing in this Contract shall require MCSO to take any action contrary to any collective bargaining agreement to which MCSO is a party, to the collective bargaining rights of any MCSO employee, or federal, state, or local employment or civil rights law.

6.3 The Captain or his designee shall attend the Manager's weekly staff meetings and such other meetings as the Manager shall reasonably request, e.g. those of the Village Council.

7. **Additional Services.**

7.1 MCSO shall provide such professional police services which shall encompass all those duties and functions of the type coming within the jurisdiction of, and customarily rendered by municipal police departments and the Office of the Sheriff of Monroe County, in accordance with the Charter of Islamorada, Village of Islands and with Florida Statutes. MCSO shall also provide the following services to the Village at no additional charge or expense, on the same basis as they are provided to all residents of Monroe County who pay County-wide taxes for these services.

a. Aviation / Air trauma transport
b. Mobile Command Post
c. Bailiffs and other court personnel
d. Bomb squad
e. Civil process services
f. Crime scene investigative / processing services
g. Crime Analyst services
h. Dive team services
i. Finance services
j. Hostage negotiation services
k. Human resources services

l. Information technology
m. Internal investigations
n. Juvenile offender diversion services
o. Major crimes detectives and investigative services, including homicide, arson, sexual crimes, child abuse and neglect, narcotics and coordination of regional, statewide and national investigations and all other investigations as outlined in MCSO policy.
p. Neighborhood and business Crime Watch services
q. Police canine services (if available)
r. Police dispatch, including 911 services
s. Police legal advisor
t. Prisoner detention and transport
u. Property and evidence processing and storage
v. Public Information Officer services
w. Records and data entry functions for all MCSO records, including traffic tickets
x. School Resource Officers and DARE instructors
y. SWAT team services
z. Traffic enforcement unit services
aa. Training
bb. Field Force Unit

8. Assignment of Personnel and Selection of District Captain.

8.1 MCSO recognizes the desire of the Village that the Islamorada District be composed of officers who are well acquainted with the Village and its residents and with whom the residents can establish face-to-face rapport and long-term relationships. The Village recognizes the obligation of MCSO to treat all officers fairly concerning request for transfer and career advancement, and to maintain order and discipline. MCSO shall endeavor to establish and maintain a stable contingent of officers in the Islamorada District.

8.2 The Village Manager shall play an integral part in the selection of officers for assignment to and promotion within the Islamorada District. The Manager shall be afforded the opportunity to review personnel records, training records and disciplinary records of those officers assigned to or requesting assignment to the Islamorada District and shall be a member of their selection and promotional boards.

8.3 In addition MCSO shall make every effort to keep budgeted Contract positions in the Islamorada District staffed and, when a vacancy does occur, will seek to fill that vacancy as expeditiously as possible in compliance with MCSO's guidelines, hiring and promotional policy, procedures and practices, as well as complying with any collective

bargaining agreements applicable to said positions, provided that such vacancy shall be filled within 60 days.

9. Procedure for Selection of District Captain and Lieutenant.

9.1 Should the need arise for the selection of a District Captain or Lieutenant, the selection procedure is as follows:

a. The Village Manager and MCSO shall jointly evaluate all preliminary candidates for consideration for District Captain and Lieutenant. In keeping with the terms outlined in Section 8.1 herein, the Village Manager shall have the opportunity to participate in the process whereby MCSO determines the list of qualified applicants from which the Sheriff shall make his selection for District Captain and Lieutenant in consultation with the Village Manger.

b. MCSO shall present to the Manager a list of at least three and no more than, five qualified applicants who, in accordance with MCSO policy, are qualified to serve in the desired capacity. The names of these officers, together with their personnel files, training records, and disciplinary records will be provided to the Manager for review. The personnel files of any MCSO officer shall be made available upon request for review by the Manager.

c. The Manager may interview each candidate, separately or together. Each candidate must be given comparable opportunities for interviews and presentations.

d. MCSO shall appoint the candidate selected by the Sheriff, in consultation with the Village Manger, to fill the vacancy in compliance with MCSO promotional policy.

10. Complaints Regarding Officers.

10.1 MCSO is committed to maintaining a high standard of conduct and professionalism for its officers. Complaints regarding officers shall be promptly and thoroughly investigated by MCSO. Elected officials and employees of Islamorada shall not undertake investigations of any MCSO personnel. Any complaint against an officer in the Islamorada District must be directed to the Captain. The Captain shall inform the Manager of the nature of the complaint, advise the Manager of action taken and provide a written report of the investigation and resolution of the matter upon completion. If the complaint concerns the Captain, the Manager may take the matter directly to the Undersheriff.

11. Responsibility for Ultimate Control.

11.1 The Village understands, acknowledges and agrees that MCSO must, at all times, have and maintain the sole responsibility for, and control of all services hereunder, including without limitation, the establishment of standards of performance and conduct, hiring, promotion, discipline and termination, labor relations, as well as all other matters necessary or incidental to the performance of such services.

11.2 Consistent with the Islamorada Charter, no elected official or employee of Islamorada may direct the actions of any officers of the Islamorada District. Direction from Islamorada to members of the Islamorada District shall be given by and through the Manager to and through the District Captain in accordance with the terms of the Contract.

12. MCSO Responsibilities.

12.1 MCSO shall work together with Islamorada to direct police services to meet the expressed needs of the residents of Islamorada. The Captain shall meet with the Manager frequently to learn of community concerns and shall work closely with the Manager to devise plans and methods best suited to respond to those concerns. The Captain shall be a member of the Manager's Senior Management Team.

13. Officers not Employees or Agents of Islamorada Village of Islands.

13.1 All officers and other personnel employed by MCSO to perform services under this Contract are and shall remain in the sole employment of MCSO and no such person shall be considered in the employ of Islamorada for the purpose of any pension, insurance, civil service, workers' compensation pay or other benefit. MCSO officers are not agents or employees of Islamorada, and will not have the authority to enter into agreements or make policy on behalf of Islamorada. Accordingly, the Village shall not be called upon to assume or share any liability or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers compensation benefits under Chapter 440, Florida Statute, or any other amenities of employment to any Monroe County personnel performing services, duties and responsibilities pursuant to this Contract.

14. Enforcement of Municipal Ordinances.

14.1 Islamorada does hereby vest in each sworn officer of MCSO who, from time to time, may be assigned to the Islamorada District of MCSO, to the extent allowed by law, the police powers of Islamorada which are necessary to implement and carry forth the services, duties and

responsibilities imposed upon MCSO hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such sworn officers. Each sworn officer of MCSO so empowered hereby and engaged in the performance of the services, duties and responsibilities described and contemplated herein shall be deemed to be a sworn officer of Islamorada while performing such services, duties and responsibilities which constitute municipal functions and are within the scope of this Contract. Accordingly, such sworn officers of MCSO are hereby vested with the power to enforce the ordinances of Islamorada, to make arrest incident to the enforcement thereof and to do such other things and perform such other acts as a necessary with respect thereto:

14.2 Islamorada agrees to provide the Captain, the Undersheriff and MCSO General Counsel the text of proposed ordinances in time sufficient for review and discussion with the Manager. MCSO will provide the Manager advice from a practical law enforcement perspective concerning any proposed criminal ordinance and whether MCSO can enforce the ordinance prior to the Village's adoption of the draft regulations.

15. Legal Claims, Notices of Suit and Lawsuits.

15.1 The parties shall provide each other with complete and prompt notification of any legal claim, notice of suit, or lawsuit that involves the provision of services hereunder, and shall cooperate in the mutual defense of any such claim.

16. Uniforms and Marking of Patrol Vehicles and Vessels.

16.1 MCSO shall ensure that every member of the Islamorada District is provided with a fully equipped marked patrol vehicle, as well as uniforms. Personnel assigned to Islamorada shall be provided uniforms consistent with those uniforms issued to other MCSO uniform personnel including specialty uniforms for marine and bicycle patrol with the following exception. In lieu of the standard MCSO deputy patch, officers assigned to the Islamorada District will wear a patch on the left shoulder depicting the Islamorada, Village of Islands Official Village Seal .

17. Records/ Inspection/Audit.

17.1 MCSO shall keep records with respect to the expenditure of funds paid by the Village and the services provided to the Village under this Contract. All of these records shall be retained by MCSO for a minimum of five (5) years from the date of termination or expiration of

this Contract. MCSO shall maintain accounting records on expenditures under this Contract in accordance with generally accepted accounting standards, generally accepted government accounting standards, MCSO policies and procedures, state retention schedules and other applicable standards.

17.2 The Village Manager, or his or her designee, may inspect and audit the records upon reasonable notice to MCSO. Reasonable notice should include a written request no less than seven working days prior to the intended site visit and the identification of the specific records to be inspected.

17.3 MCSO shall provide access to the Village Manager or his, or her, designee to the records during regular business hours. MCSO agrees to provide the assistance, as may be necessary, to facilitate the inspection or audit by the Village to ensure compliance with applicable accounting and financial standards.

18. Compensation.

18.1 Islamorada agrees to pay the sum of $2,166,947.00 Two Million One Hundred Sixty Six Thousand Nine Hundred Forty Seven dollars) for services, equipment and supplies provided during the first year of this Contract (10/1/2019–9/30/2020). This sum is referred to as the "Contract Price."

18.2 An analysis of the cost is provided on Exhibit "A-2019" attached hereto. Care has been taken to include in Exhibit "A-2019" all personnel cost and every item of equipment and supply necessary to provide services called for in this Contract, including those provided under Section 5 herein. However, any cost item not listed on Exhibit "A-2019" or provided at no cost pursuant to Section 5 of this Contract will be itemized and billed separately to Islamorada.

18.3 Islamorada shall include the total cost shown on Exhibit "A-2019" in the Islamorada municipal budget for fiscal year 2019-2020 and make timely provision to secure the funds necessary to fund the Contract. Islamorada will pay 2 /12 of the total contract price to the Monroe County Clerk of Court no later than October 26, 2019 and thereafter Islamorada will pay 1/12 of the total contract price on or before the first day of each succeeding month until the total contract price is paid.

18.4 MCSO will provide a fully marked and properly equipped police vehicle for each member of the Islamorada District. Islamorada will pay all monthly vehicle lease costs to MCSO and will pay for fuel, maintenance and other operating costs actually incurred by the County on the Village's behalf, as outlined in this Contract.

18.5 Vehicles currently assigned to the Village by the Sheriff's Office shall be amortized over a five-year replacement cycle. At the end of each replacement cycle, the Village shall have the option, in its sole discretion, to take title to the vehicles.

18.6 The Village shall have the right to participate in MCSO's periodic vehicle fleet review in connection with any vehicles to be acquired or replaced for use within the Islamorada District, in order to select the type of vehicles to be used, including the use of patrol cruisers, SUVs, hybrids, etc., in accordance with MCSO vehicle specifications.

18.7 At the sole discretion of the Village, the Village may elect to purchase vehicles directly using MCSO vehicles specifications, as they may change from time-to-time. If the Village so elects to purchase the vehicles, the Village will notify MCSO in order for MCSO and the Village to coordinate the transition of the existing vehicles with the Village for the following fiscal year. If the Village elects to directly purchase these vehicles, the title for these vehicles purchased by the Village will be subsequently transferred to MCSO for the sum of one dollar for each and for the duration of the Contract. The Village will pay for any fuel, maintenance and other operating costs actually incurred by the County on the Village's behalf, as outlined in this Contract. After expiration or termination of the Contract, and if there is no renewal of the Contract, MCSO agrees to transfer title to all vehicles originally purchased with Village funds back to the Village for the sum of one dollar for each and provide the Village with copies of all current maintenance records. The sale of these vehicles back to the Village will be phased in during the transition period as provided in Article 25. MCSO will continue to own, operate and maintain possession of any of these vehicles during the transition period when necessary to supply patrol officers with vehicles in order to maintain services pursuant to this Contract. In the event that a vehicle that was originally purchased with Village funds and subsequently titled to MCSO is damaged beyond repair or "totaled" according to MCSO criteria, such vehicle will be replaced with a vehicle from the existing fleet that is similar in terms of make, model, age, mileage, and condition. Furthermore, these vehicles that were originally purchased with Village funds and subsequently titled to MCSO will be retired according to MCSO policies. The Village will be responsible for replacing these vehicles as they are retired. MCSO will notify the Village of the number of vehicles anticipated for retirement. Retired vehicles will be transferred back to the Village for the sum of one dollar for each vehicle.

19. Cost Reports and Cost /Contract Price Options.

19.1 MCSO shall provide Islamorada monthly financial reports including ADP payroll reports detailing all cost incurred by MCSO to provide services under this Contract.

19.2 If incurred costs equal ninety-five per cent (95%) of the total cost recited in this Contract, then:

a. MCSO may stop providing any of the services in order not to exceed the contract price or Islamorada may issue a written commitment to MCSO to pay for continuation of services as agreed to by Islamorada and MCSO.

20. Year –End Reconciliation.

20.1 At the end of each fiscal year, incurred costs shall be reconciled with total payments made by Islamorada. MCSO external auditors will determine the final balance. If incurred costs exceed total payments, Islamorada will reimburse MCSO for the excess cost. If total payments exceed incurred costs, MCSO shall reimburse Islamorada for the excess payment amount. This reconciliation shall include both MCSO and County cost portions of the annual budget.

21. Future Year Pricing.

21.1 Islamorada and MCSO shall negotiate payment for the second, third, fourth and fifth years of the Term of this Contract in time sufficient for preparation of budgets and tax rolls. When agreement is reached, the Manager shall prepare a memorandum stating the new terms and acknowledging Islamorada's acceptance of them. An amendment of this Contract signed by the parties shall be sufficient to amend the financial terms of this Contract, subject to all required approvals by the governing bodies of the parties to this Contract.

21.2 If the parties are unable to agree on payments for future years on a timely basis, this Contract will terminate on September 30th of the current Contract year by written notice.

22. Traffic Fines and Forfeitures.

22.1 The parties acknowledge the Village's entitlement to fines and forfeitures pursuant to Florida Statutes §318.21, as amended from time to time.

23. Florida Contraband Forfeiture Act Proceeds.

23.1 The parties shall determine an equitable share for the Village of proceeds of any forfeiture pursuant to the Florida Contraband Forfeiture Act in cases involving the participation of officers assigned to the Islamorada District. This share shall be based upon the ratio that the Islamorada District's participation bears to the participation of all law enforcement agencies participating in the criminal case, seizure and subsequent forfeiture. This share shall be deposited by MCSO into the Sheriff's Law Enforcement Trust Fund for the Sheriff's use in Islamorada. Islamorada may apply to the Sheriff for the use of such funds consistent with the limitations of the Contraband Forfeiture Act. The Sheriff agrees to submit such request to the Monroe County Board of County Commissioners for appropriation, and upon appropriation, will use the funds for the intended purpose.

23.2 The parties agree that the decision to use or dispose of personal or real property, or currency, seized within Islamorada shall be in the sole discretion of MCSO. If MCSO elects to use seized personal property outside of Islamorada or to sell seized real estate within Islamorada, MCSO shall allocate funds to the Law Enforcement Trust Fund in amount to Islamorada's equitable share of the market value of the property less liens, mortgages, encumbrances and cost to MCSO for the seizure and forfeiture. In both cases the allocated share shall be earmarked for use by MCSO within Islamorada.

23.3 MCSO will make every possible good faith effort to provide the Village with periodic reports detailing all pending forfeiture or seizure cases within the Village, the status of such cases, and all real and personal property, and currency or funds forfeited or seized.

24. **Indemnification.**

The Village, as a state agency or subdivision defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, or intentional tortuous actions, which result in claims or suits against either MCSO or Village, and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions, or intentional tortious acts.

MCSO, as a sub-division of the State of Florida, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, or intentional tortuous acts, which result in claims or suits against either the City or MCSO, and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions, or intentional tortious acts.

Nothing contained in this Section shall be construed to be a waiver by either party of any protections under sovereign immunity, Section 768.28 Florida Statutes, or any other similar provision of law. Nothing contained herein shall

be construed to be a consent by either party to be sued by third parties in any matter arising out of this or any other Agreement.

25. Transition.

25.1 In the event of the termination or expiration of this Contract, MCSO and the Village shall cooperate in good faith in order to effectuate a smooth and harmonious transition and to maintain during the transition period, the same high quality of police protection prescribed by this Contract for the residents, businesses and visitors of the Village.

25.2 Upon the termination or expiration of this Contract, the transition period shall be no less than 12 months.

25.3 Upon completion of the transition period and in the further event that the Village is unable to provide the same level of local police protection through its own police force at the time of the termination or expiration, the term of this Contract shall be extended upon the written request of the Village Manager in 90 day increments or until the Village is capable of rendering the police service.

25.4 The compensation to be paid to MCSO during the phase-out period shall be a pro-rated at the time of termination or expiration, and shall be in an amount agreed to by the parties.

26. Station Facilities and Office Expenses.

26.1 The Village shall provide station facilities for the Islamorada District to operate. The Village shall provide a qualified civilian administrative assistant employed by Islamorada to assist the District Captain. When not engaged in performing the work of the Islamorada District, the administrative assistant shall perform other duties as directed by and for Islamorada. MCSO personnel will be responsible for the entry of traffic ticket data.

27. Law Enforcement Educational Assessments.

27.1 All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for Islamorada pursuant to Section 943.25 Florida Statute shall be assigned to and / or specifically allocated to the Islamorada District and used by the Islamorada District for law enforcement education and training purposes authorized by statute.

28. Mutual Aid.

28.1 The parties recognize their obligation to provide emergency assistance to other jurisdictions (including without limitations the Cities of Key West, Marathon, Key Colony Beach, Layton, the Ocean Reef Public Safety District, unincorporated Monroe County and any municipalities incorporated in Monroe County after the effective date of this contract) pursuant to the Florida Mutual Aid Act and in the event of a catastrophe. MCSO may direct Islamorada District officers to render aid in either case in a manner consistent with the deployment by MCSO of other MCSO officers without financial set-off or deduction by the Village, provided that such deployment does not exceed 24 hours. Should MCSO's deployment of Islamorada District officers to other jurisdictions exceed 24 hours, the Village shall be given a credit for such officers' actual personnel costs. Should MCSO bring in officers from other jurisdictions to render emergency or catastrophe assistance to the Village, and such deployment exceeds 24 hours, then MCSO shall invoice the Village for such officers' actual personnel costs. The Manager shall be given all possible notice of such a deployment and written reports of the actions of officers so deployed.

29. Paragraph Headings Not Dispositive.

29.1 The parties agree that the headings given the paragraphs and other subdivisions of this Contract are for ease of reference only and are not dispositive in the interpretation of Contract language.

30. No Presumption Against Drafter.

30.1 The parties agree that this Contract has been freely negotiated by both parties, and that in any dispute over the meaning, interpretation, validity or enforceability of this Contract or any of its terms or provisions, there shall be no presumption whatsoever against either party by virtue of their having drafted this Contract or any portion thereto.

31. Entire Agreement/Modification/Amendment.

31.1 This writing contains the entire Agreement of the parties and supercedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

31.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

31.3 This Contract may be modified at anytime during the term of mutual written consent of both parties.

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates indicated below.

MONROE COUNTY SHERIFF'S OFFICE

By: _____
Richard A. Ramsay

Date Executed: 08/15/19

MONROE COUNTY SHERIFF'S OFFICE
APPROVED AS TO FORM

By: _____
General Counsel

ISLAMORADA, VILLAGE OF ISLANDS,
A Florida Municipal Corporation

By: _____
Mayor

Date Executed: 8/9/19

ATTEST:

By: _____
Village Clerk

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

By: _____
Village Attorney

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

Date: _____

Attest: , Kevin Madok Clerk of Court

By:_____
Deputy Clerk

Date:_____

(SEAL)

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

By:_____
County Attorney

Date:_____

EXHIBIT A-2019

03-Jul-19

Updated by: Lisa Knowles - 4/9/19 v3
BUDGET - ISLAMORADA
2 YEAR COMPARISON FOR FYE 2019 TO FYE 2020

	ADOPTED BUDGET FYE 2019	PROPOSED BUDGET FYE 2020	DIFFERENCE + OR (-)
PERSONNEL SERVICES			
Headcount	16.0	16.0	-
Executive Salary	-	-	-
Regular Salaries	1,144,247	1,195,228	50,981
Overtime	62,779	66,784	4,005
Incentive	11,880	10,440	(1,440)
Employer Taxes	93,246	97,343	4,096
Retirement Contribution	284,536	320,369	35,833
Life & Health Insurance	2,000	2,000	-
Unemployment Compensation	-	-	-
Total Personnel Services	1,598,688	1,692,164	93,476
OPERATING EXPENSES			
Expenses Other Than Salaries	-	-	-
Professional Services	4,750	4,750	-
Other Contractual Services	-	-	-
Investigations	-	-	-
Travel & Per Diem	1,500	1,500	-
Communications	9,500	9,500	-
Freight & Postage	100	100	-
Utility Services	-	-	-
Rentals	-	-	-
Insurance	34,600	34,600	-
Repairs & Maintenance	64,791	64,791	-
Printing	-	-	-
Advertising	-	-	-
Office Supplies	2,050	2,050	-
Operating Supplies	12,185	12,185	-
Books/Subscriptions/Memberships	1,000	1,000	-
Tuition	-	-	-
Training	2,000	2,000	-
Total Operating Expenses	132,476	132,476	-
CAPITAL OUTLAY			
Other Building Improvements	-	-	-
Automobiles/Machinery/Equip.	86,969	86,969	-
Total Capital Outlay	86,969	86,969	-
OTHER USES			
Aids to Government Agencies	-	-	-
Aids to Private Organizations	-	-	-
Intragovernmental Transfers	-	-	-
Total Other Uses	-	-	-
TOTAL SHERIFF'S BUDGET	1,818,133	1,911,609	93,476
COUNTY COSTS:*			
- Health Insurances	211,647	211,647	-
- Worker's Compensation	46,383	43,639	(2,744)
- County Allocation	-	-	-
Total County Expenses	258,030	255,286	(2,744)
***Estimates**			
TOTAL BUDGET	2,076,163	2,166,895	90,732

RESOLUTION 19-08-60

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE CONTRACT FOR LOCAL POLICE SERVICES BETWEEN THE MONROE COUNTY SHERIFF'S OFFICE, THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AND ISLAMORADA, VILLAGE OF ISLANDS, FOR FISCAL YEARS 2019-2024; AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village Council of Islamorada, Village of Islands, Florida (the "Village") adopted Resolution No. 14-09-65, thereby approving a contract (the "Contract") between the Village, the Monroe County Sheriff's Office (the "MCSO") and the Monroe County Board of County Commissioners (the "BOCC") for local police services for a five (5) year term commencing October 1, 2014; and

WHEREAS, the current Contract between the Village, the MCSO and the BOCC for local police services will expire on September 30, 2019; and

WHEREAS, the Village, the MCSO and the BOCC desire to enter into a new Contract for local police services for a five (5) year term commencing October 1, 2019 through September 30, 2024, attached as Exhibit "A" hereto; and

WHEREAS, the Village Council finds that approval of a new Contract for local police services is in the best interest of the Village.

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

IFIED COPY OF ORIGINAL
Kelly S. Toth-Village Clerk

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Contract Approval. The Village Council hereby approves the a new Contract for Local Police Services between the MCSO, the BOCC and the Village, a copy of which is attached as Exhibit "A" hereto, 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. Execution of Contract. The Mayor is authorized to execute on behalf of the Village, and to execute any required agreements and/or documents to implement the terms and conditions of the Contract, subject to the approval as to form and legality by the Village Attorney.

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 Fourth Amendment.

Section 5. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are hereby authorized to take all actions necessary to implement the terms and conditions of the Contract.

Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

Motion to adopt by Councilman Ken Davis, seconded by Vice Mayor Mike Forster.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Deb Gillis	YES
Vice Mayor Mike Forster	YES
Councilwoman Ken Davis	YES
Councilwoman Cheryl Meads	ABSENT
Councilman Jim Mooney	YES

PASSED AND ADOPTED ON THIS 8th DAY OF AUGUST, 2019.

Deb Gillis

DEB GILLIS, MAYOR

ATTEST:

Kelly S. Toth

KELLY TOTH, VILLAGE CLERK

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

ROGET V. BRYAN, VILLAGE ATTORNEY

CERTIFIED COPY OF ORIGINAL
Kelly S. Toth
Kelly S. Toth- Village Clerk

Council Communication

To: Mayor and Village Council
From: Maria Bassett, Finance Director
Date: July 27, 2023
SUBJECT: **Preliminary Rate Resolution for FY 2023-2024 Solid Waste Assessment TAB 10**

Background:
On August 5, 1999, the Village Council of Islamorada, Village of Islands, (the "Village Council") adopted Ordinance No. 99-11 (the "Assessment Ordinance"), thereby authorizing the imposition and collection of annual residential solid waste service assessments for residential parcels within Islamorada, Village of Islands (the "Village") to provide funding for residential solid waste, recycling and yard waste collection and associated administrative/staff costs. Pursuant to the Assessment Ordinance, the Village is required to adopt a Preliminary Rate Resolution and a final Annual Rate Resolution each fiscal year to reimpose assessments. The Preliminary Rate Resolution initiates the annual process for updating the solid waste assessment roll, directs the re-imposition of assessments for the upcoming fiscal year, describes the assessment program and the method of apportionment, sets a public hearing date for final consideration, and authorizes the mailing and publication of notifications to affected property owners.

Through approval and adoption of Resolution No. 22-08-90 at its regular meeting on August 25, 2022, the Village Council established a maximum assessment rate for solid waste collection and disposal services of $550.00 per dwelling unit for FY 2022-2023 and for future fiscal years.

Analysis:
The attached Preliminary Rate Resolution (Attachment A) proposes an assessment rate of $490.00 per residential dwelling unit for FY 2023-2024. This is the same rate that was adopted in the final assessment resolution last year. The rate that was assessed in the two prior fiscal years (FY 2019-2020 and FY 2020-2021) was $455.65. The Preliminary Rate Resolution establishes the public hearing date of August 27, 2023, for adoption of the final FY 2023-2024 solid waste assessment. On that date, the Village Council will be asked to approve and adopt the final Annual Rate Resolution, articulate the rate of the assessments, approve the assessment roll and direct and authorize the method of collection.

The annual rate adoption process includes mailing notifications of the rate to owners of properties added to the tax roll over the previous year and publishing notices of the public hearing to adopt the annual assessment resolution in the newspaper by July 27, 2023. This year's advertisement will be published in the *Key West* Citizen on July 20, 2023. Once the final assessment resolution is adopted, the assessment roll must be certified by September

15, 2023 to be collected by the Monroe County Tax Collector. Collection of the special assessments and ad valorem taxes begins in November 2022.

Budget Impact:
Each year by October 1, a reconciliation of the number of residential units to which its Contractor provides services occurs whereby residential units that obtain certificates of occupancy over the course of the previous fiscal year are added to the overall count. The assessment roll for FY 2023-2024 is estimated to include 4,380 dwelling units within the Village. At the preliminary rate of $490.00 per unit, the projected gross revenue from this assessment for FY 2023-2024 before pre-payment discounts is $2,146,200.00. The final determination of revenue and the amount that the Village will pay for residential services to its Contractor would be based on the total number of dwelling units on the updated certified tax roll for this fiscal year.

Attachment B is a summary of revenue and expenditure activity for the Solid Waste Fund covering a four-year historical period and a proposed budget for FY 2023-2024 utilizing the $490.00 non-ad valorem assessment amount. In FY 2023-2024, Waste Management will provide services to the Village for the first quarter. Effective January 1, 2024, the Village's contract with Island Disposal would begin pending approval at the July 27, 2023, Village Council meeting. The Village's agreement with Waste Management allows for a maximum rate increase or decrease of 3% per year based on the CPI index change for all items, all consumers in the Miami-Fort Lauderdale area from June to June. Attachment C provides a calculation of the FY 2022-2023 per residential unit rate that the Village will pay to Waste Management and then to Island Disposal.

Staff is proposing not to increase the Solid Waste non-ad valorem assessment in FY 2023-2024 and to plan to utilize a transfer from the General Fund of Solid Waste Franchise Fees collected pursuant to the contracts to make up for any budget shortfall in the Solid Waste Fund budget.

Staff Impact:
The adoption of the final Annual Rate Resolution is scheduled for the August 27, 2023, Village Council meeting. The assessment program would be administered by the Finance and Administration Department with assistance from its assessment consulting firm, Anser Advisory Services (formerly Government Services Group).

Recommendation:
It is recommended that the Village Council adopt the attached Preliminary Annual Rate Resolution for the FY 2023-2024 Solid Waste Service Assessment, beginning October 1, 2023 through September 30, 2024, with the understanding that a Final Annual Rate Resolution will be presented to Council on August 27, 2023.

Attachments:
1. Att A_Reso_Solid_Waste PAR_072723 RVCM
2. Att B_Draft FY 23-24 Solid Waste Fund Bgt
3. Att C_FY 23-24 Solid Waste Res Rate Calc

RESOLUTION NO. 22-

A PRELIMINARY RATE RESOLUTION OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE WITHIN THE VILLAGE FOR FISCAL YEAR 2023-2024; ESTABLISHING THE ESTIMATED ASSESSMENT RATE FOR SOLID WASTE SERVICE AGAINST ASSESSED PROPERTY LOCATED WITHIN ISLAMORADA, VILLAGE OF ISLANDS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; PROVIDING FOR PUBLIC HEARING AND NOTICE THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village Council of Islamorada, Village of Islands, Florida (the "Village Council"), adopted Ordinance No. 99-11 (the "Ordinance"), which authorizes the annual reimposition of annual Solid Waste Service Assessments for Solid Waste collection and disposal services, facilities or programs against certain Assessed Property within Islamorada, Village of Islands (the "Village"); and

WHEREAS, the imposition of a Solid Waste Service Assessment for Solid Waste collection and disposal services, facilities or programs for each Fiscal Year is an equitable and efficient method of allocating and apportioning Solid Waste Costs among parcels of Assessed Property; and

WHEREAS, for Fiscal Year 2023-2024, beginning on October 1, 2023 ,through September 30, 2024, the Village Council desires to reimpose an annual Solid Waste collection and disposal assessment program within the Village, using the tax bill collection method; and

WHEREAS, pursuant to Ordinance 99-11, as codified in Chapter 46, Article III, Division 2, Section 46-93 of the Village Code of Ordinances, the Village is required to adopt a Preliminary Rate Resolution prior to the adoption of the Annual Assessment Resolution.

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 are incorporated herein by this reference.

SECTION 2. AUTHORITY. This Resolution is adopted pursuant to the provisions of the Solid Waste Service Assessment Ordinance (Ordinance No. 99-11 or the "Ordinance"), the Initial Assessment Resolution (Resolution No. 99-08-39), the Final Assessment Resolution (Resolution No. 99-09-49), Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

SECTION 3. PURPOSE AND DEFINITIONS. This Resolution constitutes the Preliminary Rate Resolution as defined in the Ordinance which initiates the annual process for updating the Assessment Roll and directs the reimposition of Solid Waste Service Assessments for the Fiscal Year beginning October 1, 2023. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance, the Initial Assessment Resolution and the Final Assessment Resolution. Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa.

SECTION 4. PROVISION AND FUNDING OF SOLID WASTE SERVICES.

(A) Upon the imposition of Solid Waste Service Assessments for Solid Waste collection and disposal against Assessed Property located within the Village, the Village shall provide Solid Waste collection and disposal services to such Assessed Property.

(B) It is hereby ascertained, determined, and declared that each parcel of Assessed Property will be benefited by the Village's provision of Solid Waste collection and disposal

services in an amount not less than the Solid Waste Service Assessment imposed against such parcel, computed in the manner set forth in this Preliminary Rate Resolution.

SECTION 5. LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT. The legislative determinations of special benefit and fair apportionment embodied in the Ordinance, the Initial Assessment Resolution and the Final Assessment Resolution are hereby affirmed and incorporated herein by reference.

SECTION 6. ESTABLISHMENT OF ANNUAL SOLID WASTE SERVICE ASSESSMENT RATE.

(A) For Fiscal Year 2023-2024, beginning October 1, 2023, through September 30, 2024, for which Solid Waste Service Assessments for Solid Waste collection and disposal services, facilities and programs are to be re-imposed, the Solid Waste Cost shall be allocated among all parcels of Assessed Property, based upon each parcels' classification as Residential Property and the number of Dwelling Units for such parcels. Only those parcels assigned an Improvement Code of "R" by the Property Appraiser on the Tax Roll shall be classified as Assessed Property. The total Solid Waste Cost for the Fiscal Year beginning October 1, 2023, is estimated to be $2,146,200.00. Accordingly, a preliminary rate of assessment equal to $490.00 for each Dwelling Unit for solid waste collection and disposal services is hereby approved for Fiscal Year beginning October 1, 2023, through September 30, 2024.

(B) In accordance with Section 2.08 of the Ordinance, a maximum assessment rate of $550.00 per Dwelling Unit for solid waste collection and disposal services is hereby approved for future fiscal years without mailed notice.

(C) The Village Manager is hereby directed to prepare, or cause to be prepared, an updated Assessment Roll for the Fiscal Year beginning October 1, 2023 in the manner provided in the Ordinance. Such updated Assessment Roll shall contain the following: (1) a summary description of all Assessed Property within the Village conforming to the description contained on the Tax Roll, (2) the name and address of the Owner of record of each parcel as shown on the Tax Roll, and (3) the amount of the Solid Waste Service Assessment attributable to each Dwelling Unit for Solid Waste collection and disposal services.

(D) A copy of this Preliminary Rate Resolution, the Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution and the updated Assessment Roll is maintained on file in the office of the Village Clerk and open to public inspection. The foregoing shall not be construed to require that the updated Assessment Roll be in printed form if the amount of the Solid Waste Service Assessment for each parcel of property can be determined by use of a computer database available to the public.

(E) The Solid Waste Service Assessment for each parcel of Assessed Property shall be computed by multiplying the assessment rate by the number of Dwelling Units on such parcel.

(F) It is hereby ascertained, determined, and declared that the foregoing method of determining the Solid Waste Service Assessments for Solid Waste collection and disposal services is a fair and reasonable method of apportioning the Solid Waste Cost therefore among parcels of Assessed Property.

SECTION 7. PUBLIC HEARING. The Village Council hereby confirms that a public hearing is scheduled to be held at 5:30 p.m. on August 27, 2023, at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida, for the purpose of (A) receiving and considering any comments on the Solid Waste Service Assessments from affected property

owners and (B) authorizing the reimposition of such Solid Waste Service Assessments for Solid Waste collection and disposal for Fiscal Year 2023-2024 and collecting such assessments on the same bill as ad valorem taxes.

SECTION 8. NOTICE BY PUBLICATION. The Village Manager shall publish a notice, as required by Section 2.04 of the Ordinance, in substantially the form attached hereto as Appendix A. Such notice shall be published no later than July 27, 2023, in a newspaper generally circulated within Monroe County.

SECTION 9. NOTICE BY MAIL. The Village Manager shall provide notice by first class mail to the Owner of each parcel of Assessed Property which has been reclassified or issued a new Certificate of Occupancy (CO) pursuant to a building permit for a Dwelling Unit that was not included on the Assessment Roll approved for the prior fiscal year, and in the event circumstances described in Section 2.08(F) of the Ordinance so require. Such notice shall be in substantially the form attached hereto as Appendix B. Such notices shall be mailed not later than July 27, 2023.

SECTION 10. EFFECTIVE DATE. This Preliminary Rate Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 27th day of July 2023.

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 _____

Councilwoman Elizabeth Jolin _____

Councilman Mark Gregg _____

Councilman Henry Rosenthal _____

_____
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 ONLY

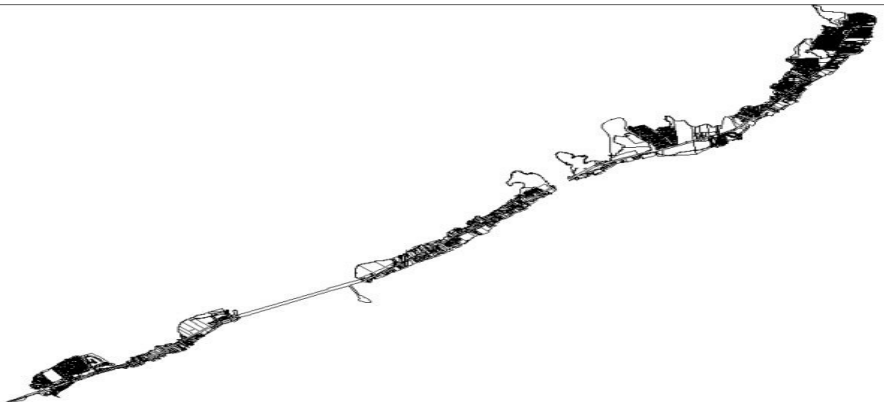
_____
JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

APPENDIX A

FORM OF NOTICE TO BE PUBLISHED

To Be Published by July 27, 2023

NOTICE OF HEARING TO REIMPOSE AND PROVIDE FOR COLLECTION OF SOLID WASTE SERVICE SPECIAL ASSESSMENTS



Notice is hereby given that the Village Council of Islamorada, Village of Islands, will conduct a public hearing to consider reimposing solid waste service assessments for the Fiscal Year beginning October 1, 2023, against certain improved residential properties located within the incorporated area of the Village, to fund the cost of solid waste collection and disposal services, facilities and programs provided to such properties and to authorize collection of such assessments on the tax bill.

The public hearing will be held at 5:30 p.m. on August 27, 2023, at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Village Council within 20 calendar days of the date of this notice. If a person decides to appeal any decision made by the Village Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Village Clerk at (305) 664-6412, at least seven (7) days prior to the date of the hearing.

The total annual solid waste assessment revenue to be collected within the Village of Islamorada for the upcoming fiscal year is estimated to be $2,146,200. The rate of assessment for the upcoming fiscal year commending October 1, 2023, shall be $490.00 per Dwelling Unit. The maximum rate of assessment that can be imposed in future fiscal years shall be $550.00 per Dwelling Unit. Copies of the Solid Waste Service Assessment Ordinance (Ordinance No. 99-11), the Initial Assessment Resolution (Resolution No. 99-08-39), the Final Assessment Resolution (Resolution No. 99-09-49), the Preliminary Rate Resolution initiating the annual process of updating the Assessment Roll and reimposing the Solid Waste Service Assessments, and the updated Assessment Roll for the upcoming fiscal year are available for inspection at the Village Clerk's office, located at 86800 Overseas Highway, Islamorada, Florida.

If you have any questions, please contact the Village at (305) 664-6446, Monday through Friday between 8:00 a.m. and 5:00 p.m.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2023, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

VILLAGE COUNCIL OF
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

APPENDIX B
FORM OF NOTICE TO BE MAILED

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA
86800 OVERSEAS HIGHWAY
ISLAMORADA, FL 33036

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA
NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF SOLID WASTE NON-AD VALOREM ASSESSMENTS

NOTICE DATE: JULY 27, 2023

[Property Owner Name]
[Street Address]
[City, State Zip]

Sequence #
Alternate Key #

*** * * * * NOTICE TO PROPERTY OWNER * * * * ***

Dear Property Owner:

As required by section 197.3632, Florida Statutes, and the direction of the Village Council notice is given by Islamorada, Village of Islands, that annual assessments for solid waste services using the tax bill collection method, may be re-imposed and levied on your property. The use of an annual special assessment to fund solid waste services benefiting improved property located within the Islamorada, Village of Islands, in the past has proven to be fair, efficient and effective. The total annual solid waste assessment revenue to be collected within Islamorada, Village of Islands, is estimated to be $2,146,200. The annual solid waste assessment is based on the number of residential dwelling units contained on each parcel of property.

The above parcel is subject to the solid waste assessment.

The following is a summary of the non-ad valorem special assessments being imposed on the above parcel for the fiscal year beginning October 1, 2023.

The total number of residential dwelling units on the above parcel is _____.

The annual solid waste assessment for the above parcel for fiscal year commencing October 1, 2023 is $_____ ($490.00 x # of dwelling units).

The maximum annual solid waste service assessment that can be imposed without further notices for future fiscal years for the above parcel is $_____ ($550.00 x # of dwelling units).

A public hearing will be held at 5:30 p.m. on August 27, 2023, at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida, for the purpose of receiving public comment on the proposed assessments. You and all other affected property owners have a right to appear at the hearing and to file written objections with the Village Council within 20 calendar days of the date of this notice. If you decide to appeal any decision made by the Village Council with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Village Clerk at (305) 664-6412, at least seven (7) days prior to the date of the hearing.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of Village Council action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

Copies of the legal documentation for the assessment program are available for inspection at the Village Clerk's office, located at 86800 Overseas Highway, Islamorada, Florida.

The special assessment amount shown on this notice and the ad valorem taxes for the above parcel will be collected on the ad valorem tax bill mailed in November of each year that the assessment is imposed. Failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title.

If there is a mistake on this notice, it will be corrected. If you have any questions, please contact the Village at (305) 664-6446, Monday through Friday between 8:00 a.m. and 5:00 p.m.

Islamorada, Village of Islands
FY 2023-2024 Budget
SOLID WASTE FUND

FUND BALANCE, Beginning

		10/1/2022	10/1/2023
102-282-000	Committed	$ 24,080	$ 46,600

		FY 2019-2020 Actuals (Audited)	FY 2020-2021 Actuals (Audited)	FY 2021-2022 Actuals (Audited)	FY 2022-2023 Amended Budget as of 7/27/2023	9/30/2023 Projected	FY 2022-2023 BUDGET
REVENUES							
	Estimated # of Residential Units						*4,380*
	FY 23-24 Solid Waste Non-Ad Valorem Assessment						*$ 490.00*
	Gross Revenue						*$ 2,146,200*
	Less Early Payment Discounts (4%)						*(85,848)*
	Net Revenue						*$ 2,060,352*
102-325-101	Solid Waste Assessment Revenue	$ 1,905,642	$ 1,925,737	$ 1,926,649	$ 2,062,800	$ 2,075,000	$ 2,060,400
102-361-000	Interest Revenue	2,535	985	782	6,500	6,500	5,000
102-381-001	Transfer from General Fund *(Solid Waste Franchise Fees)*	-	-	-	-	-	100,900
	TOTAL REVENUES	**$ 1,908,177**	**$ 1,926,722**	**$ 1,927,431**	**$ 2,069,300**	**$ 2,081,500**	**$ 2,166,300**
EXPENDITURES							
Personnel							
102-1200-534-12	Full Time Wages	$ 10,279	$ 10,398	$ 11,897	$ 13,500	$ 13,079	$ 13,500
102-1200-534-21	Payroll Taxes	846	863	989	1,100	1,076	1,100
102-1200-534-22	Retirement Plan Contributions	899	1,119	1,255	1,700	1,616	1,700
102-1200-534-23	Employee Insurance Benefits	880	1,007	999	1,000	1,109	1,100
102-1200-534-24	Workers Compensation Insurance	167	148	170	500	230	500
		13,071	13,535	15,310	17,800	17,111	17,900
Operating							
102-1200-534-31	Professional Services	6,064	8,104	8,000	10,000	6,000	8,000
102-1200-534-43	Solid Waste (Utility) Services	1,853,533	1,890,423	1,972,274	2,034,700	2,035,216	2,186,000
102-1200-534-45	Insurance	140	142	175	500	222	500
102-1200-534-48	Legal Advertisements	219	209	238	500	500	500
		1,859,956	1,898,878	1,980,687	2,045,700	2,041,938	2,195,000
	TOTAL EXPENDITURES	**$ 1,873,027**	**$ 1,912,413**	**$ 1,995,997**	**$ 2,063,500**	**$ 2,059,049**	**$ 2,212,900**
	REVENUES OVER / (UNDER) EXPENDITURES	**$ 35,150**	**$ 14,309**	**$ (68,566)**	**$ 5,800**	**$ 22,451**	**$ (46,600)**

FUND BALANCE, Ending

		9/30/2023	9/30/2024
102-282-000	Committed	$ 46,531	$ -

ATTACHMENT B

Islamorada, Village of Islands
FY 2023-2024 Budget
SOLID WASTE FUND

10/1/2023 - 12/31/2023

Calculation of Per Unit Cost to Waste Management w/3% maximum increase			
		CPI Increase	
Residential Service	***FY 22-23 Rate***	***3.00%***	***FY 23-24 Rate***
Garbage Waste	70.53	2.12	72.65
Recycle	15.39	0.46	15.85
Yard Waste	27.12	0.81	27.93
	113.04	3.39	116.43
Estimated Residential Units			4,380
Residential Solid Waste Fees			509,968.66
Quarterly Hazardous Waste Pick Ups	9,134.36	274.03	9,408.39
Special Pick-up Services (C&D)			5,000.00
			524,377.05

1/1/2024 - 9/30/2024

Calculation of Per Unit Cost to Island Disposal	
Residential Service	***FY 23-24 Rate***
Garbage Waste	221.67
Recycle	59.76
Yard Waste	87.66
	369.09
	4,380
	1,616,614.20
Quarterly Hazardous Waste Pick Ups	30,000.00
Special Pick-up Services (C&D)	15,000.00
	1,661,614.20

	TOTAL
Residential Service	***FY 23-24 Rate***
Garbage Waste	294.32
Recycle	75.61
Yard Waste	115.59
	485.52
	4,380
	2,126,582.86
Quarterly Hazardous Waste Pick Ups	39,408.39
Special Pick-up Services (C&D)	20,000.00
	2,185,991.25

ATTACHMENT C

Council Communication

To: Mayor and Village Council
From: Maria Bassett, Finance Director
Date: July 27, 2023
SUBJECT: **Motion to Accept Funds Appropriated by the 2023 Florida Legislature for Purchase of 2024 Freightliner Ambulance - Continued from 7/6 - TAB 11**

Background:
At its meeting on February 23, 2023, the Village Council adopted Resolution No. 23-02-14 approving the purchase of a 2024 Freightliner M2 Custom AEV Type I Ambulance from Emergency Tactical Rescue Vehicles (ETR) for the Fire Rescue Department. The Village piggybacked Florida Sheriff's Association/Florida Association of Counties and Florida Fire Chiefs' Association Automotive Contract No. FSA20-VEF14.01 to obtain the best available pricing. The total purchase price is $380,345.00.

In January of this year, Village staff, primarily the Village's Procurement and Grants Administrator, started working with the Village's state lobbyists at GrayRobinson, including Ryan Matthews, Joseph Salzverg, and Angela Drzewiecki, to prepare Florida House and Senate appropriation forms to request funding for purchase of the above-described ambulance. The State Lobbyists assisted the Village in identifying projects and purchases that they thought would have the greatest chance of approval based on historical funding awards and on the role of local state representation during the legislative session.

On June 26, 2023, the Village received a letter from the Florida Department of Finance Services, Division of State Fire Marshall, confirming the award of $190,000.00 in 2023 Legislative Funding for the ambulance purchase (attached). The Village must confirm acceptance of the award through provision of contact information.

The Village also received preliminary confirmation that $300,000.00 in 2023 Legislative funding was approved for the construction of two storage buildings to house six (6) back-up generators that the Village has received FEMA Hazard Mitigation Grants to purchase for the Fire Rescue Department and the Wastewater Department.

Analysis:
The Village has issued a purchase order to ETR for the purchase of a 2024 ambulance in the amount of $380,345.00. The purchase is being initially funded with Local Government Discretionary Sales Surtax, which may be applied to public safety-related vehicles and related capital outlay. Applying the $190,000.00 legislative appropriation would reduce the Village's share to $190,345.00.

Budget Impact:
The budget impact is as previously described. The legislative funding would mean that additional funds are available for other capital projects and/or purchases.

Staff Impact:
The Finance Department would administer the funding and coordinate with the Florida Department of Financial Services' Contract Manager to ensure that the Village meets the requirements of the funding.

Recommendation:
Staff recommends that the Village Council pass a motion to approve the 2023 Florida Legislature funding appropriated for purchase of the 2024 Freightliner Ambulance.

Attachments: 1. 2023 Grant Notification_attachment for motion request 070623

DIVISION OF
STATE FIRE MARSHAL
FLORIDA DEPARTMENT OF FINANCIAL SERVICES

June 26, 2023

Islamorada, Village of Islands
Re: Islamorada Rescue Ambulance

To Whom It May Concern,

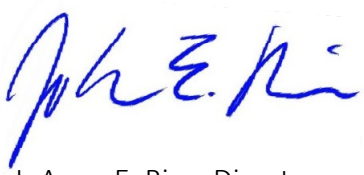
On behalf of the Division of the State Fire Marshal, it is my privilege to inform you that the 2023 Florida Legislature has appropriated funds to support your project and/or equipment purchase. This letter serves as your notice of award in the amount of $190,000. These grant funds are available for reimbursement as early as July 1, 2023, once all requirements have been met.

Lauren Tingle is the assigned Contract Manager for your grant and will be your main point of contact for all matters related to your grant agreement and reimbursement of funds. There are several steps that must be completed before reimbursement can be issued, starting with confirming receipt and acceptance of your award.

To accept this award, please confirm contact information with the included form and send to Lauren.Tingle@myfloridaCFO.com. Once your form is received, an initial meeting will be scheduled to discuss the scope of your project and next steps.

Congratulations, I look forward to working with you on this important project.

Sincerely,



JoAnne E. Rice, Director
Division of State Fire Marshal

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
JoAnne E. Rice • Assistant Director
Division of State Fire Marshal
200 E. Gaines St. • Tallahassee, FL 32399-0340 • Tel. 850-413-3610 • Fax 850-922-1235
Email • joanne.rice@myfloridacfo.com

ATTACHMENT A

Contact Information

Grantee:	Islamorada, Village of Islands
	(Please confirm that this matches the name registered with the Department of State)
Federal ID #:	65-0830851
Mailing Address:	86800 Overseas Hwy.
City, State, Zip:	Islamorada, FL 33036-3162
Physical Address:	86800 Overseas Hwy.
City, State, Zip:	Islamorada, FL 33036

Payee for Check

Name:	Islamorada, Village of Islands
Title:	
Phone:	
Email:	

Grantee's Contract Manager

Name:	Lauren Tingle
Title:	Grants Specialist B
Phone:	850-413-3641
Email:	lauren.tingle@myfloridacfo.com

All documents will be sent for signature via DocuSign.
If different than the Contract Manager, please list the designated signatory:

Name:	Maria T. Bassett
Title:	Finance Director
Phone:	305-664-6445
Email:	maria.bassett@islamorada.fl.us

Council Communication

To: Mayor and Village Council
From: Maria Bassett, Finance Director
Date: July 27, 2023
SUBJECT: **Motion to Continue or Discontinue Standby Letter of Credit Requirement for Keys History and Discovery Center TAB 12**

Background:
At its meeting on May 4, 2017, the Village Council approved a sign variance for the Keys History & Discovery Center. To establish assurance that the sign would be removed if the Center ever changed locations or closed, the Village Council established a condition that the Center acquire a line of credit in the name of the Village. The Center obtained an Irrevocable Standby Letter of Credit from Centennial Bank for the amount of $3,300.00. The expiration date of the Letter of Credit must be extended each year.

Centennial Bank recently contacted the Village by email and requested the Village's authorization to cancel the Letter. Because the Village Council established the Letter of Credit condition, only the Village Council may remove the condition.

Analysis:
Attached is a copy of the email from Centennial Bank, a portion of the minutes from the May 4, 2017, Village Council meeting, where the Letter of Credit condition was discussed, and a copy of a 2022 Amendment to the Letter of Credit.

Budget Impact:
Without the Letter of Credit, the cost to remove the sign should the need arise in the future would be borne by the Village.

Staff Impact:
There is no impact on staffing levels of the Village. If the Village Council agrees to eliminate the Letter of Credit requirement, then the Finance Department would issue a letter to Centennial Bank requesting the Letter be voided.

Recommendation:
Due to the ongoing administrative burden and cost of carrying the Letter of Credit for the Center, staff recommends that the Letter of Credit requirement be removed.

Attachments: 1. Attachment_072723 RVCM Agenda Item

Maria Bassett

From: JoAnn Saunders <JSaunders@my100bank.com>
Sent: Wednesday, July 5, 2023 11:29 AM
To: Maria Bassett
Cc: Erica Garrick-Rodriguez
Subject: Florida Keys History and Discovery Foundation, Inc.

Good Morning Maria,

We have been advised by Richard Russell at the Florida Keys History and Discovery Foundation, Inc. that the Irrevocable Standby Letter of Credit #1183 is no longer needed. In order to cancel this letter of credit, we must have the original letter and all amendment's returned along with a letter from Islamorada, Village of Islands (the "Village") requesting cancellation of the letter. The mailing address to send this information to is as follows:

Centennial Bank
Attn: Erica Garrick-Rodriguez
4594 Overseas Highway
Marathon, FL 33050

Please feel free to contact me with any questions.

Thank you,

Jo Ann Saunders

Jo Ann Saunders | Commercial Loan Assistant
Tel 305.676.3026 | **Fax** 305.676.3039
Centennial Bank | 11290 Overseas Hwy | Marathon, FL 33050
Web www.my100bank.com | **Blog** community.my100bank.com

ARKANSAS • ALABAMA • FLORIDA
NEW YORK • TEXAS

A HOME BANCSHARES COMPANY (NYSE: HOMB)

This e-mail and any files transmitted with it are the property of Centennial Bank and/or its affiliates, are confidential, and are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipient(s) or otherwise have reason to believe that you have received this message in error, please notify the sender at (305) 676-3026 and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.

Agenda Addition:

C. Discussion Regarding Letter of Credit for the Florida Keys History & Discovery Center

This item was heard at 10:03 p.m.
Vice Mayor Chris Sante commented regarding the requirement that the Florida Keys History & Discovery Center (FKHDC) obtain a letter of credit as it related to the recently approved sign variance. He commented regarding the difficulties associated with acquiring the line of credit and requested Council consider a simpler method to provide assurance the sign would be removed if FKHDC ever changed locations. Village Attorney Roget Bryan recited the condition imposed during the quasi-judicial hearing of the sign variance. Council and staff discussion ensued regarding ideas to simplify the letter of credit; and the process of amending the conditions and reopening a quasi-judicial hearing. Council directed staff to work on resolving the matter.

D. Discussion Regarding Odor Associated with the Wastewater Pump Station

This item was heard at 10:09 p.m.
Vice Mayor Chris Sante expressed concern regarding odor emanating from the Plantation Key Pump Station near the courthouse. Village Manager Seth Lawless stated village staff and Severn Trent staff had attempted to identify the cause of the odor, but had not been able to attribute the source of the odor to anything within the pump station. Mr. Lawless stated there was approximately 1,000 yards of seaweed within 700 feet of the pump station that could be the source of the odor. He stated the north Planation Key pump station was experiencing odor issues due to the media in the air filtration system. He stated staff had installed deodorizer blocks and were working on replacing the system media. Mayor Jim Mooney requested the Public Works department allow the Buttonwood bushes to grow tall enough to hide the pump station.

XIII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

A. Discussion Regarding Strategic Planning Process – Village Manager

This item was heard at 10:13 p.m.
Village Manager Seth Lawless reviewed his proposed plan for the strategic planning sessions. Mayor Mooney expressed support for the proposed plan and asked if the Council had questions; there were none. Mr. Lawless suggested two workshops, a week apart. Council expressed agreement and requested afternoon meetings, preferably starting no earlier than 3:00 p.m.

Agenda Addition:

B. Legislative Update – Village Attorney

This item was heard at 10:19 p.m.
Village Attorney Roget Bryan provided the following legislative update:

- Federal Update – a $55 million omnibus bill that included environmental infrastructure funding was being considered. If approved, there was a good chance the Village would receive funding through the Florida Keys Water Quality Improvement Program, which was administered by the U.S. Army Corps of Engineers.
- Florida Keys Stewardship Act Funding (FKSA)- Agreement was reached to fund the FKSA at $13.3 million for water quality projects; funding was not approved for land acquisition under Florida Forever.
- Water Resources/ Everglades Restoration SB 10- had gone to the Governor for signature.
- Vacation Rentals SB 188 / HB 425- Islamorada and the Keys had grandfathered ordinances which resulted in a carve-out exemption in the bills, which had thus far protected existing legislation. Because the carve-out exemption was in danger of being removed, the Village Attorney and the Lobbyists modified the language of the carve-out exemption to make it more acceptable to the bill's sponsors. He

my100bank.com
A Home BancShares Company

AMENDMENT OF IRREVOCABLE STANDBY LETTER OF CREDIT

Date of Standby Letter of Credit:	June 19, 2017
Letter of Credit Number:	1183
Effective Date of This Agreement:	June 15, 2021
Amount:	$3,300.00
Customer Name:	Florida Keys History and Discovery Foundation, Inc.
Beneficiary Name:	Islamorada, Village of Islands (the "Village")

To the Beneficiary:

The Irrevocable Standby Letter of Credit (hereafter "Letter of Credit") captioned above is hereby amended as noted below. All other terms and conditions remain unchanged.

This amendment forms an integral part of the Letter of Credit and must be attached to it.

__X__ The expiration date of this Letter of Credit is extended to: **June 15, 2022**

_____ The amount available under the captioned Letter of Credit is:

____Increased____Decreased by $_____making the total now

Available to be $_____.

_____ Other:

Centennial Bank

Erica A. Garrick-Rodriguez

Erica Garrick-Rodriguez
Commercial Loan Officer I