



Islamorada, Village of Islands

REGULAR VILLAGE COUNCIL MEETING

August 17, 2023 - 5:30 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

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

AGENDA

I. CALL TO ORDER / ROLL CALL

II. PLEDGE OF ALLEGIANCE

III. AGENDA: Requests for Deletion / Emergency Additions

IV. PUBLIC COMMENT

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

V. MAYOR / COUNCIL COMMUNICATIONS

- A. Vice Mayor Sharon Mahoney - Boat ramp discussion
- B. Council Member Mark Gregg - Reschedule October 26 Land Use Village Council Meeting

VI. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

- A. Bryan Cook- Baseball Field Discussion

VII. CONSENT AGENDA

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

- A. Meeting Minutes: June 8, 2023 Regular Village Council Meeting - **TAB1**
- B. Resolution Approving Amendment to Agreement With CPH, Inc., to Revise Fills Master Plan - **TAB 2**

(A.J. Engelmeyer, Public Works Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A FIRST AMENDMENT TO THE AGREEMENT BETWEEN CPH, INC., AND ISLAMORADA, VILLAGE OF ISLANDS, TO REMOVE PARKING AREAS FROM THE MASTER PLAN FOR THE AREA KNOWN AS "THE FILLS"; AUTHORIZING THE VILLAGE MANAGER TO

EXECUTE THE AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

- C. Resolution Approving Work Authorization No.1 with Avalon Gardens Inc. for Completion of a Planting Project at Southwinds Park - **TAB 3**

(Peter Frezza, Environmental Resources Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 1 WITH AVALON GARDENS, INC., FOR COMPLETION OF PLANTING PROJECT AT SOUTHWINDS PARK; 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

- D. Resolution Approving TDC FY 2024 Capital Project Grant Award Agreement #3016 for Founders Park Splash Pad Safety Resurfacing Project - **TAB 4**

(Mary Swaney, Procurements & Grants Administrator)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ACCEPTING THE GRANT AWARD FROM THE MONROE COUNTY TOURIST DEVELOPMENT COUNCIL ("TDC") FOR FOUNDERS PARK SPLASH PAD SAFETY RESURFACING PROJECT; APPROVING THE GRANT AGREEMENT #3016 BETWEEN MONROE COUNTY, FLORIDA AND ISLAMORADA, VILLAGE OF ISLANDS TO PROVIDE REIMBURSEMENT FUNDING FOR THE PROJECT FROM THE TDC DURING FISCAL YEAR 2023-2024; AUTHORIZING THE VILLAGE MAYOR TO EXECUTE THE AGREEMENT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

- E. Resolution Approving TDC FY 2024 Capital Project Grant Award Agreement #3017 for Green Turtle Hammock Park Shoreline and Access Improvements -**TAB 5**

(Mary Swaney, Procurements & Grants Administrator)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ACCEPTING THE GRANT AWARD FROM THE MONROE COUNTY TOURIST DEVELOPMENT COUNCIL ("TDC") FOR GREEN TURTLE HAMMOCK PARK SHORELINE & ACCESS IMPROVEMENTS; APPROVING THE GRANT AGREEMENT #3017 BETWEEN MONROE COUNTY, FLORIDA AND ISLAMORADA, VILLAGE OF

ISLANDS TO PROVIDE REIMBURSEMENT FUNDING FOR THE PROJECT FROM THE TDC DURING FISCAL YEAR 2023-2024; AUTHORIZING THE VILLAGE MAYOR TO EXECUTE THE AGREEMENT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

- F.** Resolution Approving the FY 23-24 Final Solid Waste Non-Ad Valorem Assessment Rate for Residential Services and Roll - **TAB 6**

(Maria Bassett, Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE IN ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA; REIMPOSING SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING FOR AN EFFECTIVE DATE

- G.** Resolution Approving the FY 23-24 Stormwater Services Non-Ad Valorem Assessment Rate and Roll - **TAB 7**

(Maria Bassett, Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES; REIMPOSING STORMWATER SERVICE ASSESSMENTS AGAINST CERTAIN REAL PROPERTY WITHIN ISLAMORADA, VILLAGE OF ISLANDS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023; APPROVING THE STORMWATER ASSESSMENT ROLL FOR THE STORMWATER SERVICE ASSESSMENTS; PROVIDING FOR COLLECTION OF THE STORMWATER SERVICE ASSESSMENTS; AND PROVIDING FOR AN EFFECTIVE DATE

- H.** Resolution Approving FY 23-24 North Plantation Key Non-Ad Valorem Assessment Rate and Roll - **TAB 8**

(Maria Bassett, Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE CONSTRUCTION AND FUNDING OF WASTEWATER COLLECTION AND TREATMENT FACILITIES WITHIN THE NORTH PLANTATION KEY ASSESSMENT AREA; REIMPOSING SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023; APPROVING THE ASSESSMENT ROLL;

**PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND
PROVIDING FOR AN EFFECTIVE DATE**

- I. Resolution Approving FY 23-24 North Plantation Key Supplemental Wastewater Non-Ad Valorem Assessment Rate and Roll - **TAB 9**

(Maria Bassett, Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE CONSTRUCTION AND FUNDING OF WASTEWATER COLLECTION AND TREATMENT FACILITIES WITHIN THE NORTH PLANTATION KEY SUPPLEMENTAL ASSESSMENT AREA; REIMPOSING SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND PROVIDING FOR AN EFFECTIVE DATE

- J. Resolution Approving the FY 23-24 North Plantation Key Woods Corner Wastewater Non-Ad Valorem Assessment Rate and Roll - **TAB 10**

(Maria Bassett, Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE COLLECTION OF WASTEWATER FEES AND ADMINISTRATIVE COSTS WITHIN THE WOODS CORNER ASSESSMENT AREA; REIMPOSING SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND PROVIDING FOR AN EFFECTIVE DATE

- K. Resolution Approving FY 23-24 Remaining Service Area Phase I Wastewater Non-Ad Valorem Assessment Rate and Roll - **TAB 11**

(Maria Bassett, Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE CONSTRUCTION OF WASTEWATER COLLECTION AND TREATMENT FACILITIES FOR THE WASTEWATER ASSESSMENT AREA WITHIN THE VILLAGE EXCLUDING THE NORTH PLANTATION KEY, WOODS CORNER, AND NORTH PLANTATION KEY SUPPLEMENTAL ASSESSMENT AREAS; REIMPOSING SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE

- L. Resolution Approving FY 23-24 Remaining Service Area Phase II Wastewater Non-Ad Valorem Assessment Rate and Roll - **TAB 12**

(Maria Bassett, Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE

CONSTRUCTION AND FUNDING OF WASTEWATER COLLECTION AND TREATMENT FACILITIES FOR PHASE II OF THE WASTEWATER ASSESSMENT AREA WITHIN THE VILLAGE BUT EXCLUDING THE NORTH PLANTATION KEY, NORTH PLANTATION KEY SUPPLEMENTAL AND WOODS CORNER ASSESSMENT AREAS; REIMPOSING SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE

VIII. RESOLUTIONS

- A. 2nd Quarter 2023 Residential Building Permit Allocations - TAB 13**
(Jennifer DeBoisbriand , Planning Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING RESIDENTIAL BUILDING PERMIT ALLOCATION SYSTEM RANKINGS AND AWARDED RESIDENTIAL MARKET RATE BUILDING PERMIT ALLOCATIONS FOR QUARTER 2 OF 2023; AND PROVIDING AN EFFECTIVE DATE

- B. Resolution establishing Village Council procedures - continued from July 27 - TAB 14**

(John Quick, Interim Village Attorney)

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

- C. Resolution amending dates of regular Village Council Meetings - TAB 15**

(John Quick, Interim Village Attorney)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING RESOLUTION NOS. 04-11-67 AND 15-05-42 REGARDING THE SCHEDULE FOR VILLAGE COUNCIL MEETINGS AND PROVIDING FOR AN EFFECTIVE DATE

- D. Resolution Approving Ranking of the RFP 23-08 Evaluation Committee for Negotiation with a Contractor to Provide Professional Services and Project Management for the Founders Park Pool Resurfacing Project - TAB 16**

(Maria Bagiotti, Founders Park Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE RANKING OF THE RFQ 23-08 EVALUATION COMMITTEE FOR PROFESSIONAL SERVICES AND PROJECT MANAGEMENT FOR

OLYMPIC SIZE POOL RESURFACING PROJECT; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

IX. QUASI-JUDICIAL

- A.** Administrative Appeal - 186 S. Airport Road - **TAB 17** (Daniel Parabok, Environmental Planner)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE ADMINISTRATIVE APPEAL FILED BY SMITH HAWKS, PL ("AGENT") ON BEHALF OF BRANDON J. DAVIS (OWNER) RELATING TO THE ENVIRONMENTAL PLANNER/BIOLOGIST'S DETERMINATION REGARDING HABITAT CLASSIFICATION; FOR PROPERTY LOCATED AT 186 S AIRPORT RD, ON PLANTATION KEY HAVING PARCEL NUMBER 00437493-005100; AND PROVIDING FOR AN EFFECTIVE DATE

- B.** Application for Administrative Relief - Sojourn Properties - **TAB 18** (Jennifer DeBoisbriand , Planning Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST BY ISLAND CONSTRUCTION MANAGEMENT, FOR ADMINISTRATIVE RELIEF FROM THE VILLAGE BUILDING PERMIT ALLOCATION SYSTEM (BPAS) FOR PROPERTIES HAVING PARCEL ID NUMBERS 00394480-001100, 00394480-001200, 00394480-001400, 00394480-001600 LOCATED IN LOWER MATECUMBE KEY, AS LEGALLY DESCRIBED IN EXHIBIT "A"; PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF ECONOMIC OPPORTUNITY; AND PROVIDING FOR AN EFFECTIVE DATE

X. ORDINANCES

XI. MOTIONS

- A.** Motion to Approve Members of Auditor Selection Committee - **TAB 23** (Maria Bassett, Finance Director)

MOTION TO APPROVE THE APPOINTMENT OF AT LEAST TWO ADDITIONAL MEMBERS OF THE AUDITOR SELECTION COMMITTEE

- B.** Direction from the Village Council Regarding FY 23-24 Millage Rate, Staff COLA, and/or Additional Budget Workshop - **TAB 24**

XII. 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: August 17, 2023
SUBJECT: Vice Mayor Sharon Mahoney - Boat ramp discussion

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From:
Date: August 17, 2023
SUBJECT: Council Member Mark Gregg - Reschedule October 26 Land Use Village Council Meeting

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From:
Date: August 17, 2023
SUBJECT: Bryan Cook- Baseball Field Discussion

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From:
Date: August 17, 2023
SUBJECT: Meeting Minutes: June 8, 2023 Regular Village Council Meeting - TAB1

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: 1. 06082023_RVCM Minutes



Islamorada, Village of Islands **REGULAR VILLAGE COUNCIL MEETING**

June 8, 2023 - 5:30 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

MINUTES

I. CALL TO ORDER / ROLL CALL

PRESENT: Council Member mark gregg, Council Member Elizabeth Jolin,
Council Member Henry Rosenthal, Vice Mayor Sharon Mahoney,
Mayor Joseph B. Pinder III,

ABSENT:

II. PLEDGE OF ALLEGIANCE

Brett Ekbloom led the Pledge of Allegiance and Mayor Joseph B. Pinder III started the meeting with a prayer.

III. AGENDA: Requests for Deletion / Emergency Additions

Vice Mayor Sharon Mahoney added discussion items on Committees and Helicopters.

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.)

Speakers included:

Van Cadenhead

Joan Follmer

Betsy Bullard

Judy Starr

Adam Starr

Joe Wischmeier

Angie Lucas

Phyllis Mitchell

Robert Moser

Ellie Quigley

Mark Page

Don Horton

Susan Raffanello

Sue Miller

V. MAYOR / COUNCIL COMMUNICATIONS

- A. Council Member Rosenthal - Discussion of the Development Services Director
Public comment is requested for this discussion item.

Council Member Henry Rosenthal asked Village Manager Ted Yates about Development Services Director Dan Gulizio's dismissal and requested public comment on this discussion item. Mr. Yates contended the termination was in the best interest of the Village and the Planning Department and declined to comment on his reasons. He noted he viewed it as an opportunity to review the staffing needs of the department but that his intent was not to backfill the position.

Public comment was opened for this discussion item.

Speakers included:

Sue Miller
Joan Scholz
Joe Wischmeier
Don Horton
Dianne Wischmeier
Van Cadenhead
Judy Starr
Adam Starr
Carla Bahn
Dave Petkovich
Chris Trentine
Derek Rodberg
Roger Young
Robert Moser
Deb Gillis
Susan Raffanello
Maria Estrada
Harold Martin

Public comment was closed at 7:17 p.m.

- B. Vice Mayor Sharon Mahoney - Community Survey Update - **ADDED AT THE DAIS DURING ADDITIONS TO THE AGENDA**

Vice Mayor Sharon Mahoney noted she worked with CarlosG of Islamorada Social on these surveys because she wants the community to be involved in the decision-making process.

- C. Vice Mayor Sharon Mahoney - Discussion on Committees - **ADDED AT THE DAIS DURING ADDITIONS TO THE AGENDA**

Vice Mayor Sharon Mahoney encouraged residents to apply for a committee before the application period closed on June 15. She noted that interested residents could apply online and call her with questions.

D. Vice Mayor Sharon Mahoney - Discussion on Helicopters - ADDED AT THE DAIS DURING ADDITIONS TO THE AGENDA

Vice Mayor Sharon Mahoney asked about regulations pertaining to the operation of helicopters. Village Attorney John Quick noted there are two aspects of helicopter operations; one is the flight path, which is governed by the FAA, and the other is non-emergency take-offs and landings in the Village, which can be addressed through zoning regulations. Districts zoned for aircraft were the Tavernaero air strip and as major conditional use in the recreation district and the public and semi-public services district.

VI. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

A. Update of Page Excavating Audit

Village Attorney John Quick provided an update about Marcum LLC, the company he was talking to for an audit of the wastewater expenses. He noted that as the quote was \$80,000, the amount exceeds the purchasing limits and needs approval from the Council to move forward. Mayor Joseph B. Pinder III, Vice Mayor Sharon Mahoney, and Council Member Elizabeth Jolin affirmed their support for moving forward with the audit. Village Manager Ted Yates noted that Marcum would be doing a financial audit. If an audit were desired to confirm the work performed was necessary, that would entail an engineering audit at additional cost.

B. Village Manager Report Regarding RFP 23-05 Evaluation Committee Recommendations for Solid Waste Contractual Services

Village Manager Ted Yates noted the RFP was posted March 6 to April 11, during which time the Village released seven addendums in response to bidder questions, and extended the submittal deadline twice until May 16. Three proposals were received from Atlantic Trash and Transfer, Island Disposal, and Waste Management Inc of Florida. The Evaluation Committee met on June 6. Due to the community's interest in the evaluation, the Committee met at the Community Center, and Council Member Henry Rosenthal asked the proposers for their input before the Committee shared their scores.

Island Disposal was the top-ranked company scoring 408 points, followed by Atlantic with 393 points, and Waste Management with 320 points. Village Manager Ted Yates noted he would be working with John Quick to negotiate with Island Disposal to bring a contract back for Council's consideration on July 6.

Village Attorney John Quick was asked to address a communication from one of the proposers which was brought to his attention as a potential violation of the Cone of Silence. This communication did not fall within one of the seven exceptions permitted under the Cone of Silence, thereby requiring disqualification of the Atlantic proposal.

C. Completion of Dog Park and discussion on dedication.

Village Manager Ted Yates noted there had been requests to rename the dog

park in memory of former Council Member and Monroe County Commissioner Mike Forster. Council discussion ensued and there was disagreement about approving the request. Council Member Jolin offered an alternate idea to memorialize Mr. Forster's contributions to the community, perhaps naming the Village's new charitable giving program after him.

Mayor Joseph B. Pinder III asked audience member Tony Hammon to speak on Mr. Forster's legacy. As the floor had been opened to Mr. Hammon, Mayor Pinder permitted Van Cadenhead and Deb Gillis to share their thoughts as well.

- D. Request to Extend Agreement for Freebee Ridesharing Services
Pending FDOT SFY 2024 Public Transit Service Development
Program Grant Agreement - **TAB 1** ()

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, APPROVING A REVOCABLE
LICENSE AGREEMENT WITH BEEFREE, LLC., d/b/a FREEBEE
RELATED TO ELECTRIC VEHICLE CHARGING STATIONS;
AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE
TERMS AND CONDITIONS OF THE AGREEMENT;
AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE
AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE**

Village Manager Ted Yates noted that we applied for a grant last year and to be able to accept it we need to have an increase in service hours.

- E. FY 2023-2024 Budget Calendar - **TAB 2**

Finance Director Maria Bassett summarized the upcoming budget calendar dates for the Council to select dates to hold the budget meetings. Ms. Bassett noted on June 1 a letter was sent to all property owners giving a preliminary taxable value. At the July 6 meeting, the Council will be asked to pass a resolution to adopt a millage rate to create an estimated tax rate that residents will see in the November tax bill.

- F. Discussion of Village Manager's Contract

Council Member Elizabeth Jolin noted she asked Village Attorney John Quick to report on the various options the Council has regarding the Village Manager's contract. Mr. Quick noted the contract automatically renews on August 1 unless the Council takes action to prevent the renewal.

- G. Quasi-judicial testimony via Zoom - **ADDED AT THE DAIS DURING
THE MEETING**

Village Attorney John Quick noted he had inquiries as to why quasi-judicial testimony was not permitted via Zoom and indicated that our Village Charter mandates in-person testimony only.

VII. **CONSENT AGENDA**

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

Village Manager Ted Yates summarized the Consent Agenda items.

Mayor Joseph B. Pinder III opened public comment at 9:02 pm

There being no one wishing to speak, Mayor Pinder closed public comment.

ACTION: Motion to approve item VII. by Mark Gregg second by Elizabeth Jolin;

Motion passed with a 5:0

AYES: Mark Gregg, Elizabeth Jolin, Henry Rosenthal, Sharon Mahoney, Joseph B. Pinder III

NAYS: None

ABSTAIN: None

A.

Approval of Regular Village Council Meeting Minutes for April 11, 2023; April 13, 2023; May 4, 2023; and the May 4, 2023 Planning Code Workshop - **TAB 3**

(Marne McGrath, Village Clerk)

B. Resolution changing the name of the Achievable Housing Citizens' Advisory Committee to the Workforce/Affordable Housing Citizens' Advisory Committee - **TAB 4**

(John Quick, Interim Village Attorney)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA AMENDING RESOLUTION NO. 12-01-06 PERTAINING TO THE ACHIEVABLE HOUSING CITIZENS' ADVISORY COMMITTEE; CHANGING THE TITLE OF THE COMMITTEE TO THE WORKFORCE/AFFORDABLE HOUSING CITIZENS' ADVISORY COMMITTEE; AND PROVIDING FOR AN EFFECTIVE DATE

C. Resolution Approving the First Amendment to Work Authorization No. 9 with WSP for Water Quality Monitoring and Construction Administration and Oversight of the Canal 114 Restoration Project - **TAB 5**

(Peter Frezza, Environmental Resources Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A FIRST AMENDMENT TO WORK AUTHORIZATION NO. 9 WITH WSP USA ENVIRONMENT & INFRASTRUCTURE, INC. FOR WATER QUALITY MONITORING AND CONSTRUCTION

ADMINISTRATION AND OVERSIGHT OF THE CANAL 114 RESTORATION 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 AMENDMENT TO THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

- D.** Resolution Approving Revocable License Agreement with Beefree, LLC, d/b/a Freebee, for Charging Stations - **TAB 6**

(Maria Bassett, Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A REVOCABLE LICENSE AGREEMENT WITH BEEFREE, LLC., d/b/a FREEBEE RELATED TO ELECTRIC VEHICLE CHARGING STATIONS; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

- E.** Resolution Approving Interlocal Agreement with Monroe County, Florida, for Fiscal Year 2023-2024 Boating Improvement Funds not to exceed \$14,000.00 for the Islamorada Buoy Maintenance Program - **TAB 7**

(Maria Bassett, Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN MONROE COUNTY, FLORIDA, AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE REIMBURSEMENT FUNDING FROM BOATING IMPROVEMENT FUNDS DURING FISCAL YEAR 2023-2024; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

VIII. ORDINANCES

- A.** Second Reading: Update ARTICLE VII "TOWING", SECTION 50-100 of The Village Code Relating to Regulations for Wrecker Operations - **TAB 8**

(Ted Yates, Village Manager)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 50 "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES," ARTICLE VII "TOWING," SECTION 50-100 OF THE VILLAGE CODE RELATING TO REGULATIONS FOR WRECKER OPERATIONS WITHIN THE VILLAGE; SPECIFICALLY AMENDING SECTION 50-100 ENTITLED "REGULATION OF WRECKER OPERATORS WHO PROVIDE TOWING AND STORAGE SERVICES" BY REVISING SPECIFIC TOWING FEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE

Village Manager Ted Yates noted the first reading of the ordinance was held on February 9, 2023

Mayor Pinder opened public comment.

Van Cadenhead shared his thoughts.

There being no one else wishing to speak, public comment was closed.

ACTION: Motion to approve item VIII.A. by Henry Rosenthal second by mark gregg;

Motion passed with a 5:0

AYES: Sharon Mahoney, Elizabeth Jolin, mark gregg, Henry Rosenthal, Joseph B. Pinder III

NAYS: None

ABSTAIN: None

IX. RESOLUTIONS

- A.** Resolution Approving Recommendations of the Evaluation Committee and Negotiation of a Contractual Services Agreement for Residential and Commercial Solid Waste, Yard Waste and Recycling Collection and Disposal Services - **TAB 9**

(A.J. Engelmeyer, Public Works Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RECOMMENDATIONS OF THE RFQ 23-05 EVALUATION COMMITTEE FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE, YARD WASTE AND RECYCLING COLLECTION AND DISPOSAL SERVICES; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE A CONTRACTUAL SERVICES AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE

Village Attorney John Quick noted a procedural point indicating the resolution was created before the Evaluation Committee met, so there were some blanks to fill in.

Village Manager Ted Yates reiterated the scoring that Island Disposal was first, Atlantic was second but was disqualified, as Attorney Quick had noted, and Waste Management scored third and was now second due to Atlantic Trash's disqualification.

Mayor Pinder opened public comment at 9:13 pm

Speakers included:

Frank Lavin
Van Cadenhead
Deb Gillis
Joe Wischmeier
Sue Miller
Robert Moser

Brian Lindback from Island Disposal shared their plan to be ready to serve at the beginning of 2024.

Jason Neal and Greg Sullivan of Waste Management promoted their services, noting their history with the Village and the readiness of additional fleet if needed.

Council Member Mark Gregg extended the meeting for 30 minutes at 9:57 p.m.

Discussion ensued and Village Manager Ted Yates noted that a ten-year contract was more advantageous if Island Disposal is selected.

ACTION: Motion to approve to accept the recommendation ranking island disposal first and waste management second item IX.A. by Henry Rosenthal second by Sharon Mahoney; Motion passed with a 4:1

AYES: Sharon Mahoney, mark gregg, Henry Rosenthal, Joseph B. Pinder III

NAYS: Elizabeth Jolin

ABSTAIN: None

B. Resolution Approving and Ratifying FY 2022-2023 Purchases from KBVacuum and DoneRite Pumps - TAB 10

(Kristiana Patience, Public Works Coordinator)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RATIFYING PURCHASES FROM KB VACUUM PUMP SOLUTIONS, LLC., AND FROM DONERITE PUMPS FOR FY 2022-2023 THROUGH MAY 16, 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

Village Manager Ted Yates noted there is a \$25,000 spending threshold above which Council approval is required. The requested resolution ratifies purchases for emergency repairs performed throughout the closing fiscal year.

There being no one wishing to speak, Mayor Pinder closed public comment.

ACTION: Motion to approve item IX.B. by Mark Gregg second by Sharon Mahoney;

Motion passed with a 5:0

AYES: Mark Gregg, Elizabeth Jolin, Henry Rosenthal, Sharon Mahoney, Joseph B. Pinder III

NAYS: None

ABSTAIN: None

X. ADJOURNMENT

There being no further business, the meeting was adjourned at 10:41 pm.



Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: August 17, 2023
SUBJECT: **Resolution Approving Amendment to Agreement With CPH, Inc., to Revise Fills Master Plan - TAB 2**

Background:

The area known as the “Fills” is located within the Village along US-1 (the Overseas Highway) from Mile Marker 77.670 to Mile Marker 79.673 and includes Tea Table Key Fill, Indian Key Fill and Lignumvitae Key Fill. The Fills comprises approximately 7.38 acres of submerged land that includes the area known as the Indian Key Boat Ramp, which is owned by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and leased to the Florida Department of Environmental Protection Division of Recreation and Parks (“FDEP”). In 2019, the Village entered into a five-year lease agreement with FDEP for maintenance of the parking area and boat ramp located on Indian Key Fill.

The Florida Department of Transportation (“FDOT”) is the owner of the property comprising the remainder of the Fills not including FDEP’s property, specifically the area of land on either side of the Overseas Highway. The Village entered into a separate lease agreement with FDOT in 2019 for the limited purpose of directing and managing recreational traffic in the area for public safety purposes, and FDOT has authorized the Village to use cones and safety rope/tape in the area to delineate areas available for parking and recreational use.

On March 18, 2021, the Village Council adopted Resolution No. 21-03-21 approving the selection of CPH, Inc as a consultant to prepare a “Master Plan” for the area known as “The Fills” to meet the requirements of the above-referenced lease agreements at a cost of \$55,000.00. The services provided included, but were not limited to, conducting needs assessments and current methods assessments, incorporating FDOT and FDEP lease requirements, creating a conceptual plan, creating a Draft Master Plan and Final Master Plan for the area. Selection of CPH was through a competitive bid process conducted specifically for this scope of work. CPH, Inc., is one of the engineering firms in the Village’s library for engineering services, but in this case, a separate competitive bid process was conducted.

Analysis:

By May 2022, CPH provided the Village with concept plans for Indian Key Fill, Lignumvitae Key Fills, and Tea Table Key Fill (Attachment B). The process started under the previous Village Council, and the current Village Council has since directed the removal of all parking included in the concept plans in response to feedback from the public. Because concept plans are still needed for presentation to FDEP and FDOT in accordance with the lease agreements for any improvements the Village plans to make, revised concept plans would need to be

created. CPH provided a cost quote in the amount of \$32,375.00. This cost includes the Master Plan update, coordination and revisions , and a survey. Surveys are essential to projects. They provide accurate information about the location of features, as well as the elevation. This survey can be used in the future for any improvements or changes needed in this location. It will include depiction of Right-of-Way geometry, as well as a topographic survey.

The Resolution and Attachment A would approve an amendment to the Village's current agreement with CPH for the Fills Master Plan project.

Budget Impact:

CPH, Inc. fee for the update to the Master Plan would be \$32,375.00. Costs for the concept plans were previously expensed to a Fills Master Plan Engineering and Construction account in the Capital Project Fund. If the amendment is approved by Council, a budget amendment to utilize fund balance for \$33,000.00 would be reflected on this account and presented to the Village Council at a future meeting for ratification.

Staff Impact:

Village staff, including the Village Manager, Village Attorney and Public Works and Wastewater Director would work with and assist CPH, Inc. during the project.

Recommendation:

It is recommended that the Village Council adopt the attached Resolution, thereby approving CPH, Inc. to update the master plan for the Fills.

- Attachments:**
1. Resolution
 2. Attachment A
 3. Exhibit 1
 4. Attachment B

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A FIRST AMENDMENT TO THE AGREEMENT BETWEEN CPH, INC., AND ISLAMORADA, VILLAGE OF ISLANDS, TO REMOVE PARKING AREAS FROM THE MASTER PLAN FOR THE AREA KNOWN AS "THE FILLS"; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") is committed to the protection of coastal resources and the marine environment, providing safe water access and recreational opportunities for residents and visitors, and maintaining a positive image of the Village and the Florida Keys; and

WHEREAS, the area known as "The Fills" is located within Islamorada along US-1 from Mile Marker 77.670 to Mile Marker 79.673 and includes Tea Table Key Fill, Indian Key Fill and Lignumvitae Key Fill; and

WHEREAS, The Fills is approximately 7.38 acres of submerged land that includes the area known as the "Indian Key Boat Ramp", owned by the Board of Trustee of the Internal Improvement Trust Fund of the State of Florida and leased to the Florida Department of Environmental Protection Division of Recreation and Parks ("FDEP"); and

WHEREAS, the Florida Department of Transportation ("FDOT") is the owner of the property comprising the remainder of the Fills not including FDEP's property on both side of the Overseas Highway; and

WHEREAS, The Village entered into a lease agreement with FDOT in 2019 for the limited purpose of directing and managing recreational traffic in the area for public safety purposes; and

WHEREAS, the Village also entered into a lease with FDEP for maintenance of the parking area and boat ramp located on Indian Key Fill; and

WHEREAS, the lease agreements with both FDOT and FDEP require the Village to design a management plan for the area; and

WHEREAS, on March 18, 2021, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted Resolution No. 21-03-21 approving the selection of CPH, Inc., ("CPH") as the consultant to prepare the "Master Plan" for the area known as "The Fills" as a result of the RFP No. 21-01 competitive bid process ; and

WHEREAS, by June 2022, CPH provided the Village with concept plans for Indian Key Fill, Lignumvitae Key Fills, and Tea Table Key Fill, and the Village Council has since directed the removal of all parking areas included on the Fills concept plans ; and

WHEREAS, CPH is willing to perform the services to revise the concept plans for an amount not-to-exceed Thirty-two Thousand Three Hundred Seventy-five and no/100 Dollars (\$32,375.00); and

WHEREAS, the Village Council has determined that approval of a First Amendment to its Agreement with CPH for the Fills Master Plan project attached hereto as Attachment "A" 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 First Amendment.** The Village Council hereby approves the

First Amendment to the Agreement with CPH, in substantially the form attached hereto as Exhibit "A".

Section 3. Authorization of Village Officials. The Village Manager and/or his/her designee and the Village Attorney are authorized to enter into the First Amendment with CPH for the update of the Master Plan for the Fills.

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 up to \$32,375.00 for the update to the Master Plan provided for in the First Amendment.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

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

**FIRST AMENDMENT TO AGREEMENT
BETWEEN
ISLAMORADA, VILLAGE OF ISLANDS
AND
CPH, INC.**

THIS FIRST AMENDMENT to the Agreement (the “First Amendment”) is made between **CPH, INC.**, a Florida corporation (“CONSULTANT”) and **ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**, a Florida municipal corporation (the “VILLAGE”).

WHEREAS, CONSULTANT and the VILLAGE entered into a certain Agreement (the “Agreement”) to provide for a Master Plan for the area known as the “Fills” which was effective on July 6, 2021; and

WHEREAS, the parties desire to enter into this First Amendment to modify the scope of the Agreement and to add other relevant provisions to the Agreement.

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

Section 1. In accordance with Article 10, Changes to Scope of Work and Additional Work, of the Agreement, this First Amendment adds the Scope of Work set forth in Exhibit “1” attached hereto and incorporated herein, for a cost not to exceed Thirty-two Thousand Three Hundred Seventy-five and no/100 Dollars (\$32,375.00).

Section 2. **Additional Provisions Included in the Agreement.** The following provisions are added to the Agreement:

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

13.17 **Scrutinized Companies.**

(a) CONSULTANT certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the VILLAGE may immediately terminate this Agreement at its sole option if the CONSULTANT or its subconsultants are found to have submitted a false certification; or if CONSULTANT, 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, CONSULTANT certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the VILLAGE may immediately terminate this Agreement at its sole option if CONSULTANT ,

its affiliates, or its subconsultants are found to have submitted a false certification; or if CONSULTANT, 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) CONSULTANT 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 3. **No Further Modifications.** All other terms and conditions of the Agreement not in conflict with or superseded by this First Amendment shall remain in full force and effect as if set forth herein.

Section 4. **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 CONSULTANT by and through its principal.

Attest:

ISLAMORADA, VILLAGE OF ISLANDS

Marne McGrath, Village Clerk

By: _____
Bryan Cook, Interim Village Manager

Date: _____

Approved as to form and legal sufficiency:

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

Attest:

CPH, INC.

Secretary

Print Name: _____

By: _____

Print Name: _____

Title: _____

Date: _____

WITNESSES:

Print Name: _____

Print Name: _____



2023 FILLS MASTER PLAN

PROFESSIONAL ENGINEERING SERVICES FOR THE ISLAMORADA, VILLAGE OF ISLANDS 2023 FILLS MASTER PLAN

CPH, LLC. has prepared this proposal to provide professional services for the above referenced project. This Agreement is composed of details of the services to be performed. Islamorada, Village of Islands herein called the “CLIENT”, and CPH, LLC. as the “CONSULTANT”.

PROJECT DESCRIPTION

CPH hereby proposes revise the Fills Master Plan to reflect requested changes by the Village Council, and survey the limits of the fills per the below scope of services.

SCOPE OF SERVICES

TASK A – SURVEY

Depict Right of Way Geometry

- Compute right of way geometry. The following will be used to depict the right of way alignment for the project area:
 - Recorded Plats
 - Right of way documentation
 - Viewable Legal Descriptions recorded in Official Records
- Field locate existing monumentation and verify platted rights of way contained within the plats (Approximately 8,450 linear feet).
- Evaluation of ownership and encumbrances, i.e., title reports, are not included in this scope of services.

Topographic Survey

Perform a Topographic Survey as per Chapter 5J-17 of the Florida Administrative Code in compliance with the Standards of Practice of Surveying and Mapping of the State of Florida.

- Collect topographic data at 50' cross-sections of approximately 8,450 linear feet of right of way to include 5' past the right of way on each side where accessible.
- A certified right of way map will **not** be provided.
- Location of all visible improvements within right of way together with visible and underground utilities as designated by others.
- The project coordinate system will be based horizontally on the North American Datum 83 (NAD 83). The project will be referenced to state plane coordinates by field locating published control points.



2023 FILLS MASTER PLAN

- The project will be based on the North American Vertical Datum 88 (NAVD 88). The project will be referenced to these published elevations by field locating published benchmarks.

CPH shall provide signed and sealed survey in PDF format as well as associated CAD files to Client for their use.

TASK B – FILLS MASTER PLAN UPDATE

B.1 – MASTER PLAN UPDATE

CPH shall revise the previous Master Plan per discussions with the Client to include:

- Removal of parking, turn lanes, underpass, and the passive park
- Demolition of existing parking

Scope of work may also include the removal of the boat ramp and kayak launch based on final direction from Client or FDEP.

B.2 – COORDINATION AND REVISIONS

The revised Master Plan will be submitted to the Client in PDF format, for their review and submittal to FDOT. Upon review from FDOT, Scope of Services includes up to two minor revisions to finalize the Master Plan and FDOT approval.

SERVICES NOT INCLUDED

The following services are not anticipated and not included in this Agreement at this time:

- Design Plans
- Permitting
- Geotechnical Services

Should work be required in any of these areas, or areas not previously described, CPH will prepare a proposal or amendment, at the CLIENT's request, that contains the Scope of Services, fee, and schedule required to complete the additional work item.



COMPENSATION

CPH will perform the Scope of Services contained in this Agreement per the below fee table. Tasks A and B.1 will be billed as lump sum total after deliverables are made and Task B.2 will be billed as hourly Not-to-Exceed per CPH rates within master services agreement. The project total is **\$32,375.**

Islamorada, Village of Islands 2023 FILLS MASTER PLAN Engineering Professional Services - Scope and Fee			
TASK	DESCRIPTION	FEE TYPE	Cost by Task
A	SURVEY	LS	\$27,375.00
B.1	MASTER PLAN UPDATE	LS	\$3,000.00
B.2	COORDINATION AND REVISIONS	HOURLY	\$2,000.00
PROJECT TOTAL			\$32,375.00

CPH, LLC. AUTHORIZATION

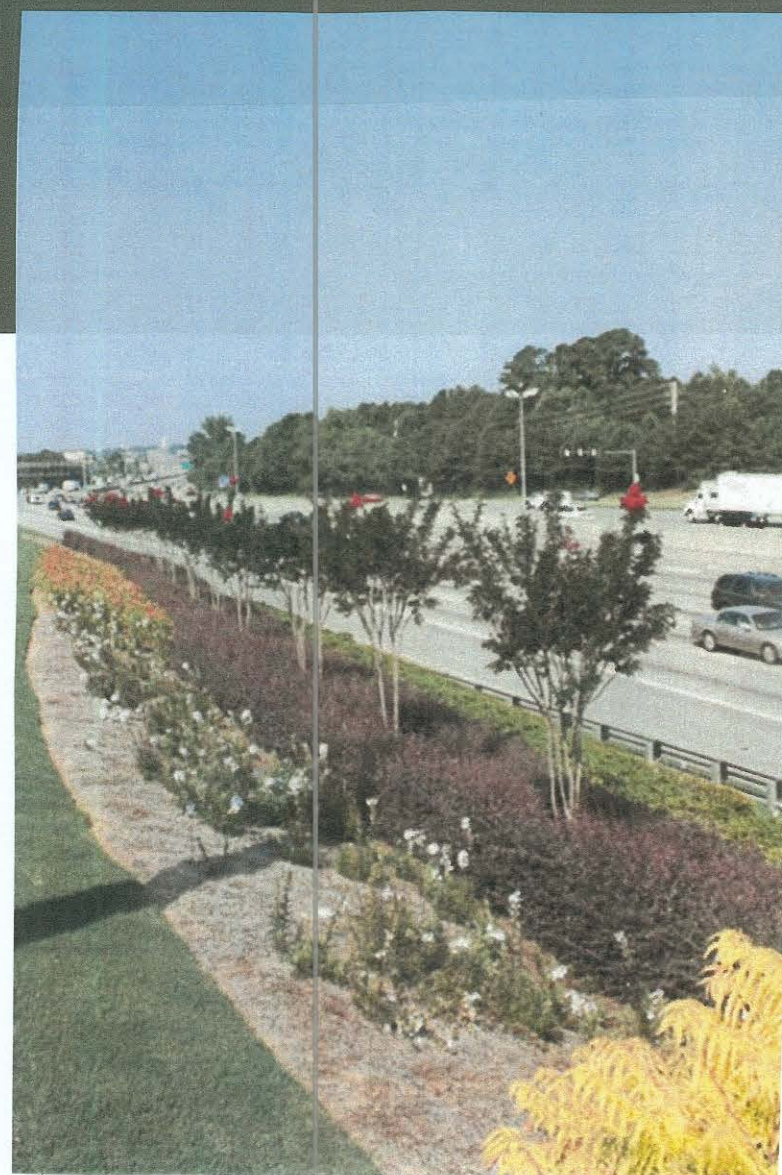
By:

Kyle Bechtelheimer, P.E.
Vice President / Associate

Date: 6/23/2023

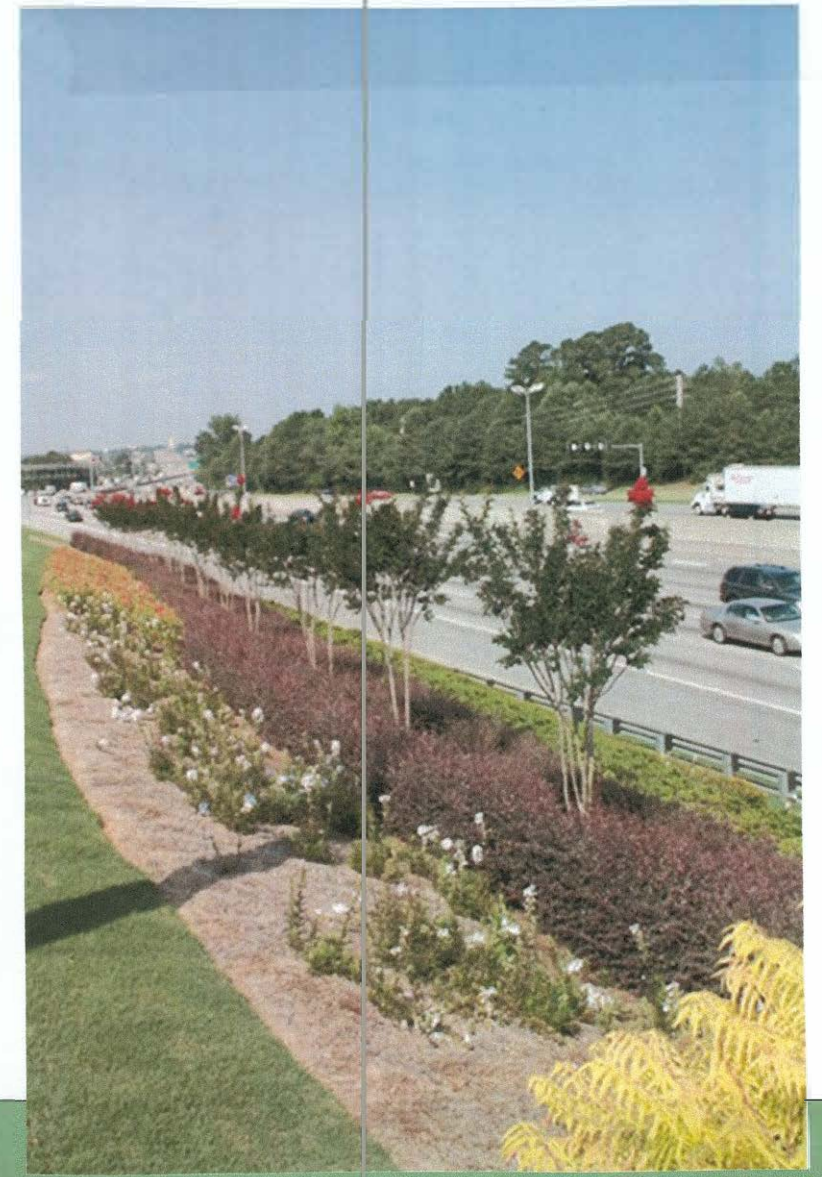


THE VILLAGE OF ISLAMORADA
"THE FILLS" VISION MASTER PLAN | INDIAN KEY



CONCEPT "C"
6 MAY 2022



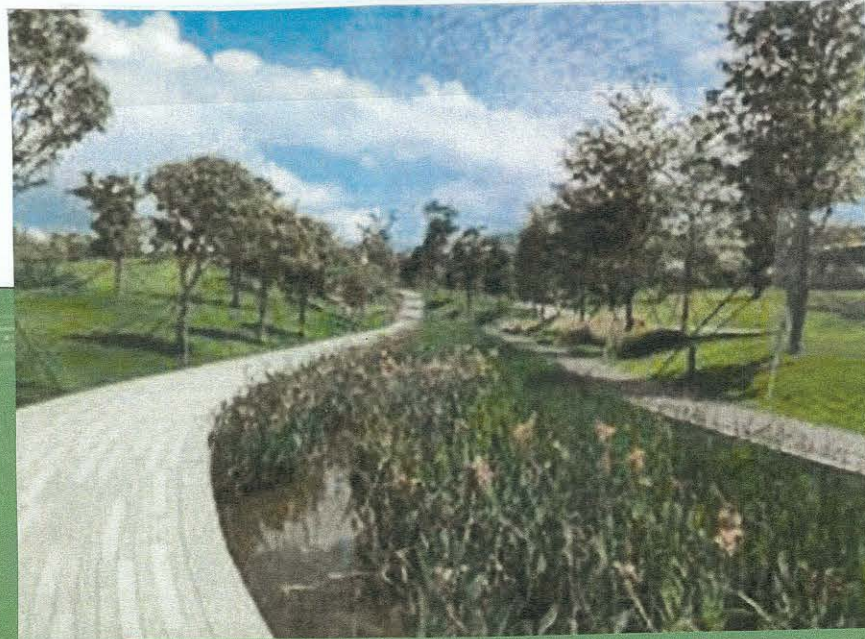
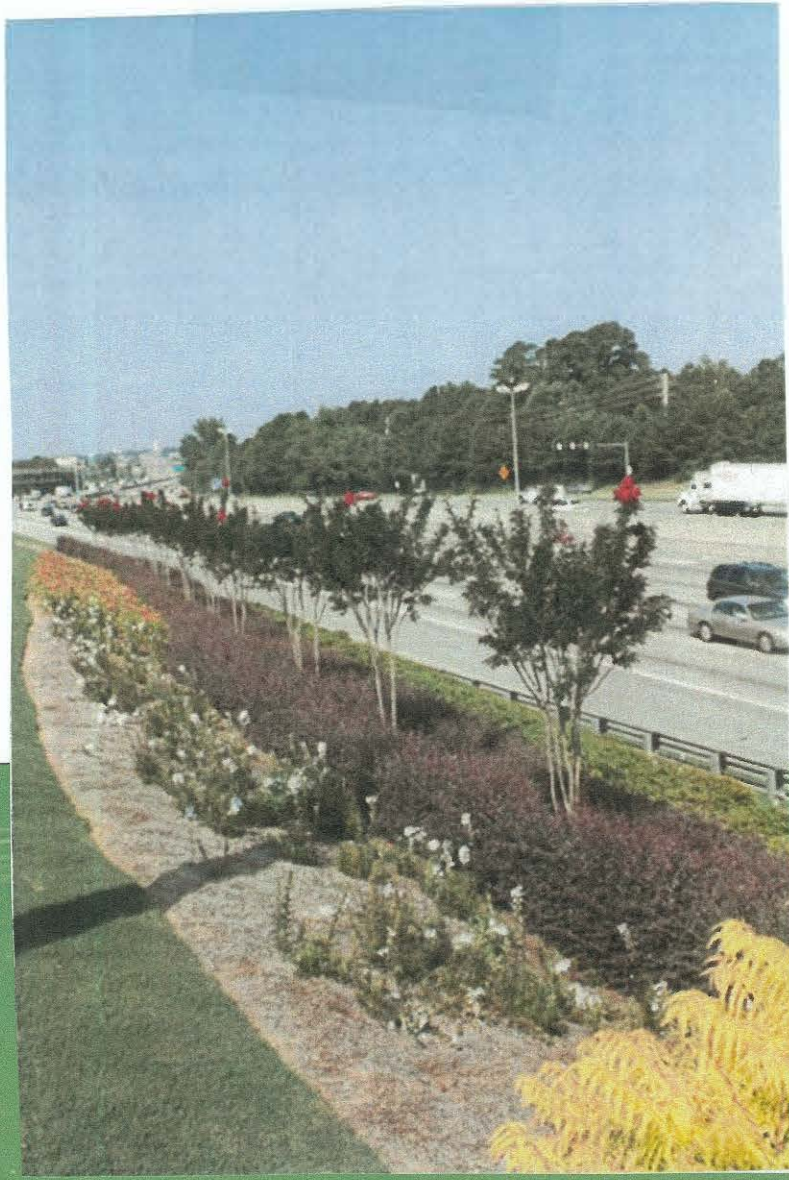


THE VILLAGE OF ISLAMORADA

"THE FILLS" VISION MASTER PLAN | LIGNUMVITAE KEY

CONCEPT "C"
6 MAY 2022





INSTALL GUARD
RAIL ALONG BOTH
SIDES OF HIGHWAY

RELOCATED
PATH

RE-VEGETATION
ZONE



IMPROVE EXISTING
PARKING AREA
(4 SPACES)

RE-VEGETATION
ZONES

TURN LANE

IMPROVE EXISTING
PARKING AREA
(8 SPACES)

TURN LANE

NO PASSING
ZONE ALONG FILL

Scale: 1:240
1 inch equals 20 feet



PEDESTRIAN
UNDERPASS

RE-VEGETATION ZONES

NO PARKING
MAINTENANCE
VEHICLES ONLY

EXCLUSIVE TURN
LANE FOR
PARKING AREA

PARKING FOR
KAYAK LAUNCH
(6 SPACES)

KAYAK LAUNCH
AREA

RELOCATED
PATH

PEDESTRIAN
UNDERPASS



THE VILLAGE OF ISLAMORADA

"THE FILLS" VISION MASTER PLAN | TEA TABLE KEY



CONCEPT "C"
6 MAY 2022

cph



Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: August 17, 2023
SUBJECT: **Resolution Approving Work Authorization No.1 with Avalon Gardens Inc. for Completion of a Planting Project at Southwinds Park - TAB 3**

Background:

In accordance with its Comprehensive Plan, Islamorada, Village of Islands (the "Village"), continues to enhance general community appearance as well as to preserve and enhance open space and natural landscapes. This project would further the Village's natural landscapes planting objective within open space, parks, and right-of-way areas. The project is intended to replace unsightly and non-native plants, enhance the property buffer, create shade, and fill open space with native foliage around the park. Effective May 2, 2023, the Village and Avalon Gardens, Inc. ("Avalon"), entered into a Non-Exclusive Continuing Services Agreement ("CSA") for professional landscaping services resulting from a competitive bid process (RFQ# 23-03) to create a library of firms for landscaping, tree trimming and mangrove trimming. In July, 2023, the Village requested a proposal from Avalon for a tree and shrub planting project within the Village owned Southwinds Park on Upper Matecumbe Key.

Analysis:

Exhibit "A" to the attached Resolution is proposed Work Authorization No. 1 under the CSA between the Village and Avalon for professional landscaping services for the project at Southwinds Park at a cost not to exceed \$26,765.00. Work Authorization No. 1 would become effective upon full execution, and the project would commence as directed by the Village. Under Work Authorization No. 1, as outlined in the scope within Exhibit "B", Avalon will complete a project involving removal of non-native trees and shrubs and planting of plants all native to the Florida Keys and would include 39 canopy trees, 226 shrubs and 50 understory plants. The contractor is to complete the work in a timely manner as indicated in the Work Authorization.

Budget Impact:

This Work Authorization would be for a not-to-exceed amount of \$26,765.00, as outlined in Exhibit "A" to the Resolution. Costs for this landscaping project, which would ultimately be recorded as an asset of the Village, would be accounted for in the FY 2022-2023 Capital Project Fund budget and would be funded by a transfer of In Lieu of Landscape Mitigation funds from the General Fund. As of September 30, 2022, the audited balance of landscape mitigation funds reflected as committed fund balance in the General Fund was approximately \$759,000.

Staff Impact:

The Village's Environmental Resources Manager and Public Works Director would oversee the project and coordinate as necessary. The Village's Finance Department would track the expenditures.

Recommendation:

It is recommended that the Village Council adopt the attached Resolution, thereby approving Work Authorization No. 1 with Avalon Gardens, Inc.

- Attachments:**
1. Reso_Southwinds planting_Avalon_081723
 2. Exhibit A_WA#1 Avalon_Southwinds
 3. Exhibit B_Avalon Gardens Proposal

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 1 WITH AVALON GARDENS INC. FOR COMPLETION OF PLANTING PROJECT AT SOUTHWINDS PARK; 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"), continues to enhance general community appearance and promote natural landscapes and habitat through native tree plantings within open spaces within the Village; and

WHEREAS, the Village has proposed a native plant planting project at Southwinds Park, a Village owned conservation property on Upper Matecumbe Key; and

WHEREAS, the Village is in need of an independent contractor to provide the services to complete the planting project; and

WHEREAS, the Village requested a proposal from Avalon Gardens, Inc. ("Avalon Gardens") for the planting project services, as detailed in Exhibit "B" attached hereto; and

WHEREAS, pursuant to RFQ 23-03, the Village entered into a current Continuing Services Agreement with Avalon Gardens for landscaping, tree trimming and mangrove trimming services; and

WHEREAS, Avalon Gardens is willing to perform these services as outlined in the Scope of Services attached as Exhibit "B" in an amount not to exceed Twenty-six Thousand Seven Hundred Sixty-five and no/100 Dollars (\$26,765.00); and

WHEREAS, the Village Council of Islamorada, Village of Islands, (the "Village Council") has determined that approval of the Work Authorization No. 1 with Avalon Gardens 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. 1 with Avalon Gardens, 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

PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

AVALON GARDENS INC

For

Work Authorization No. 1

Professional Landscaping Services

This Project Agreement between ISLAMORADA, VILLAGE OF ISLANDS (hereinafter referred to as "VILLAGE") and AVALON GARDENS 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 May 2, 2023, pursuant to RFQ #23-03, (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 landscaping services to remove non-native vegetation and plant native trees and shrubs within Southwinds Park 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 Professional Landscaping services to the VILLAGE for the Project as described in the "Project Description" attached as Exhibit "B" to complete the Southwinds Park tree planting 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:

- *Removal of non-native vegetation*
- *Planting of 39 canopy trees, 226 shrubs, and 50 understory plants*
- *Planting Soil*
- *Mulch*
- *Irrigation*

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 Manager.

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 through the issuance of a Purchase Order. 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.

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 Twenty-six Thousand Seven Hundred Sixty-five and no/100 Dollars **(\$26,765.00)** 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 Work Authorization 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. 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:

<u>NAME</u>	<u>FUNCTION</u>
<u>Brian and Tina Rogers</u>	<u>Owners</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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: _____
Bryan Cook, Interim 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, Village Attorney

CONSULTANT

AVALON GARDENS INC.

By: _____

Print Name: _____

Title: _____

The ____ day of _____, 20__.

AUTHENTICATE:

Secretary

Print Name

(CORPORATE SEAL)

WITNESSES:

Print Name: _____

Print Name: _____

Avalon Gardens



Exhibit "B"

122 Mockingbird Road, Islamorada, Florida 33070
786.252.3901
avalon-gardens.net

PROPOSAL

July 31, 2023

Client: Village of Islamorada, 86800 Overseas Highway, Islamorada, FL 33036

Project: Southwinds Park, 82201 Overseas Highway, Islamorada, FL 33036

Scope of Work:

Avalon Gardens will perform the following at Southwinds Park:

Quantity	Description	Unit	Total
<u>Removal of non-native trees and shrubs:</u>			
	Remove Sapodilla tree and haul off debris		1,500
	Remove Poinciana tree and haul off debris		1,500
	Remove non-native shrubs and remove debris		925
<u>Install the following native trees and shrubs along the East perimeter:</u>			
20	Trees 15g	150	3,000
20	Shrubs 7g	75	1,500
50	Shrubs 3g	20	1,000
<u>Install the following native trees and shrubs along the West perimeter:</u>			
7	Trees 15g	150	1,050
12	Shrubs 7g	75	900
50	Shrubs 3g	20	1,000
<u>Install the following native trees and shrubs along the South perimeter:</u>			
7	Trees 15g	150	1,050
9	Shrubs 7g	75	675
25	Shrubs 3g	20	500
<u>Install the following understory plants under the existing Gumbo Limbo trees:</u>			
30	Wild Coffee 3g	15	450
10	Coontie 3g	17.50	175
60	Shrubs 3g	20	1,200

10	Peperomia 1g	9	90
<u>Native Trees to be used in all areas:</u>			
5	Trees 15g	150	750
<u>List of 15g Trees to be used:</u>			
	Black Ironwood, Crabwood, Green Buttonwood, White Ironwood, Myrtle-of-the-River, Jamaica Caper, Soldierwood, Lancewood		
<u>List of 7g and 3g Shrubs to be used:</u>			
	Locustberry, Wild Coffee, Pearl Berry (2), Horizontal Cocoplum, Bay Cedar, Marlberry, Redberry Stopper, White Stopper, Darling Plum, Florida Boxwood, Florida Privet, Pineland Croton		
	Install irrigation system including valves to provide coverage for all new plants		5,000
20	cy Planting Soil Mix	75	1,500
50	cy Recycled Mulch	60	3,000
		Estimated Cost:	\$26,765.00

** Does not include permits and related fees.*

** Avalon Gardens is not responsible for damage to any underground utilities, wires or pipes that have not been marked unless a detailed plan with their locations is provided.*

Client Signature:

Terms of Payment: 50% due prior to beginning of project. Balance due upon completion.
Proposal valid for 30 days.



Council Communication

To: Mayor and Village Council
From: Mary Swaney, Procurements & Grants Administrator
Date: August 17, 2023
SUBJECT: **Resolution Approving TDC FY 2024 Capital Project Grant Award Agreement #3016 for Founders Park Splash Pad Safety Resurfacing Project - TAB 4**

Background:

Islamorada, Village of Islands (the "Village") offers its residents and tourists an Aquatic Center at Founders Park. A popular feature of the Aquatic Center is a splash pad that was created for use primarily by young children and families. The splash pad has six (6) spray water features with a safety nonslip rubber surface of approximately 1,450 square feet.

The splash pad was originally constructed in 2004. The sun exposure that attracts families to play in the splash pad is also a factor in the surface deterioration. The splash pad is an outdoor facility constantly exposed to the sun and all weather conditions. The rubber surface is worn, and bare spots expose the rough concrete. The rubber particulates are entering the recycled water filtration system causing maintenance issues.

Analysis:

In April 2023, the Village applied to the Monroe County Tourist Development Council (the "TDC") for 2024 Capital Project funding for the Founders Park Splash Pad Safety Resurface Project (the "Project"). The Village was approved for the full estimated Project cost of \$61,500.00.

The attached Resolution would approve a Grant Award Agreement, Contract ID#3016, between the Village and Monroe County for funding of the Project. The term of the Grant Award Agreement is October 18, 2023 through September 30, 2024. Project costs may not be expended prior to approval of the Grant Award Agreement by the Monroe County Board of County Commissioners which is scheduled for its October 18, 2023 meeting. The project must be completed and a Reimbursement Packet must be submitted to the TDC no later than September 30, 2024.

A recommendation for approval of a contractor to complete the Project would be presented to Council at a future meeting following a formal bid process.

Budget Impact:

The total cost of the Project is expected not to exceed \$61,500.00, and the proposed FY 2023-2024 Capital Project Fund budget includes \$61,500.00 for the cost of the Project based on the preliminary estimates. The TDC grant would reimburse the Village for \$61,500.00 of the

project costs. If costs exceed the estimate, costs above the TDC grant amount would be paid for with local government discretionary sales surtax, the primary revenue source of the Capital Project Fund.

Staff Impact:

The Founders Park Director would oversee the Project. The Village's Procurement and Grants Administrator would complete the procurement procedures, ensure the Village complies with procurement and reporting requirements of the grant and would submit the Village's cost reimbursement request to Monroe County.

Recommendation:

It is recommended that the Village Council adopt the proposed Resolution, thereby approving the Grant Award Agreement #3016 with Monroe County for the Founders Park Splash Pad Safety Resurfacing Project.

- Attachments:**
1. Reso_TDC_Grant_Acceptance_Splash_Pad_Resurfacing
 2. Exhibit_1-3016 Village Founders Park Splash Pad

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ACCEPTING THE GRANT AWARD FROM THE MONROE COUNTY TOURIST DEVELOPMENT COUNCIL ("TDC") FOR FOUNDERS PARK SPLASH PAD SAFETY RESURFACING PROJECT; APPROVING THE GRANT AGREEMENT #3016 BETWEEN MONROE COUNTY, FLORIDA AND ISLAMORADA, VILLAGE OF ISLANDS TO PROVIDE REIMBURSEMENT FUNDING FOR THE PROJECT FROM THE TDC DURING FISCAL YEAR 2023-2024; AUTHORIZING THE VILLAGE MAYOR TO EXECUTE THE AGREEMENT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village"), offers its residents and tourists an Aquatic Center at Founders Park that includes a splash pad that was created for use primarily by young children and families; and

WHEREAS, the splash pad, originally constructed in 2004, has deteriorated from use and exposure to sun resulting in bare spots that expose the rough concrete and causing rubber particulates to enter the recycled water filtration system creating maintenance issues; and

WHEREAS, in April 2023, the Village applied to the Monroe County Tourist Development Council (the "TDC") requesting \$61,500.00 FY 2024 Capital Project funding for the Founders Park Splash Pad Safety Resurface Project (the "Project"); and

WHEREAS, in June 2023, the TDC approved the Village's application of funding for the full amount requested; and

WHEREAS, the grant Award Agreement, Contract ID#3016 (the "Agreement"), requires execution by the Village Mayor and transmittal to the TDC prior to execution by the Monroe County Board of County Commissioners after its October 2022 meeting; and

WHEREAS, the Village Council wishes to approve the Agreement attached hereto as Exhibit "1"; and

WHEREAS, the Village Council finds that acceptance of the grant funding and approval of the Agreement 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. Acceptance of Grant and Approval of Agreement. The Village Council hereby accepts the grant award from the TDC and approves the Agreement between Monroe County and the Village for reimbursement of costs for the Project, attached hereto as Exhibit "1", 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 Agreement. The Village Mayor is authorized to execute the Agreement on behalf of the Village, to execute any other required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the Village Attorney.

Section 4. 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 Agreement.

Section 5. Authorization of Funds Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the

Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

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

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 _____

Councilman Mark Gregg _____

Councilwoman Elizabeth Jolin _____

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

Grant Award Agreement

THIS AGREEMENT (agreement) is entered into this _____ day of _____, 2023 by and between MONROE COUNTY (County or Grantor), a political subdivision of the State of Florida and **Islamorada, Village of Islands** (Grantee) a Government organized and operating under the laws of the State of Florida.

WHEREAS, the district pennies of Tourist Development Tax may be used for the following purposes only: To acquire, construct, extend, enlarge, remodel, repair, improve, maintain, one or more a. Publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums within the boundaries of the county or subcounty special taxing district in which the tax is levied; or b. Auditoriums that are publicly owned but are operated by organizations that are exempt from federal taxation pursuant to 26 U.S.C. s. 501(c)(3) and open to the public; c. Aquariums or museums that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public, within the boundaries of the county or subcounty special taxing district in which the tax is levied; or 5. To finance beach park facilities or beach, channel, estuary, or lagoon improvement, maintenance, re-nourishment, restoration, and erosion control; or 6. public facilities if needed to increase tourist related business activities and in accordance with F.S. 125.0104(5)(a)(6.) and (b) zoological parks, fishing piers or nature centers which are public owned and operated or owned and operated by not-for-profit organizations and open to the public; and

WHEREAS, Grantee has applied to TDC District IV for funding for the **Founders Park Splash Pad Safety Resurface Project** capital project; and

WHEREAS, the Grantor and Tourist Development Council (TDC) have determined that it is in the best interest of the County, for purposes of promoting tourism and preserving the heritage of the community, to attract tourists, and improve the property for use as a beach/beach park facility open to the public;

NOW, THEREFORE, in consideration of the mutual covenants and payments contained herein, the Grantee and the Grantor have entered into this agreement on the terms and conditions as set forth below.

1. **GRANT AGREEMENT PERIOD.** This agreement is for the period of October 18, 2023 through to **September 30, 2024**. This agreement shall remain in effect for the stated period unless one party gives to the other written notification of termination pursuant to and in compliance with paragraphs 7, 12 or 13 below. **The project work described in Exhibit A must commence within the fiscal year funded which is October 1, 2023 to September 30, 2024. Proof that the project commenced within the fiscal year funded may be requested by the TDC administrative office.**

2. **SCOPE OF AGREEMENT.** The representations made by the Grantee in its proposal submitted to the TDC are incorporated herein by reference. The Grantee shall provide the following scope of services: Materials and Labor required to complete the above mentioned

project. Segment(s) of the work is/are more particularly described in Exhibit A, detailing the work and the cost allocable to each segment, attached hereto, and incorporated herein by reference. **Anything not referenced within Exhibit A will not be reimbursed.** All work for which grant funds are to be expended must be completed by the stated termination date of **September 30, 2024** and all invoices pertaining to this project shall be submitted to the TDC administrative office no later than **September 30, 2024** to be considered for payment. Acknowledgement: Grantee shall be required to permanently display and maintain at Grantee's expense, public acknowledgement of the support of the Monroe County Tourist Development Council in a publicly prominent area of their facility in the following form: "This project was made possible with the financial support of the Monroe County Tourist Development Council." If the Grantee has already complied with this requirement through previous funding, said acknowledgement fulfills this condition. A photograph of said acknowledgment shall be provided with the final request for reimbursement outlined in Exhibit A of this agreement.

a.) There shall be a project manager to acknowledge receipt of goods or work performed. This Project Manager shall be Mary Swaney (Phone: (305) 664-6453; Email: mary.swaney@islamorada.fl.us; clerk@islamorada.fl.us). Should there be a change in the project manager specified in the Grantee's application, a new project manager shall be designated, and notice with new contact information shall be provided in writing to the TDC administrative office.

b.) If, and to the extent that, Grantee contracts for any of the work funded under this agreement to be performed or completed, Grantee shall give notice to County of the contractual relationship, provide County with a copy of any and all contracts and shall require the contractor(s) to comply with all the terms of this contract. Should Grantee contract the work and then decrease the scope of work to be performed by a contractor, Grantee shall provide County with an amended contract executed by Grantee and its contractor.

(i) A Grantee which is a governmental entity shall comply with the procurement regulations and policies to which it is subject, and shall provide Grantor documentation of the procurement requirements applicable to the project and compliance therewith.

(ii) A Grantee which is a not-for-profit entity shall use procurement processes for those parts of the project to be contracted (not performed by the entity's employees) as follows. For work expected to be under \$150,000, but \$10,000 or more the not-for-profit shall document in the file two written quotes or a notarized statement as to why such written quotes were not feasible for the goods or services, for work expected to be more than \$100,000 but less than \$150,000 the not for profit shall document in the file three written quotes or a notarized statement as to why such written quotes were not feasible for the goods or services. For work expected to be \$150,000 or more, a competitive bid process must be performed following Monroe County's procurement policies and procedures, unless the commodities or services will be provided by a "sole source" provider, in which case the not-for-profit must submit a notarized statement with its request for payment explaining why the vendor is

the only source for the commodities or services. Refer to:
<https://www.monroecounty-fl.gov/DocumentCenter/View/32664/Purchasing-Policy-as-of-4-19-2023>

c.) Grantee shall exercise good internal controls to assure that the project as described in the funding application shall be completed on a timely basis within the proposed budget and shall provide to County any certifications, including those by the architect, engineer, contractor or an independent consultant if necessary, required to establish that materials which are purported to be applied to the project are in fact so applied. Further verification shall be required to show that equipment and other fixtures and personal property covered by this agreement are delivered to and installed in the project site. When any permit is required by any governmental agency, copies of plans and other documents which are submitted to the applicable agency shall be submitted to the County Engineering Division to enable verification that the scope of services under this agreement has been provided.

3. AMOUNT OF AGREEMENT AND PAYMENT. The Grantor shall provide an amount not to exceed **\$61,500** (Sixty One Thousand Five Hundred Dollars TDC District IV funding) for materials and services used to improve the property. Reimbursement request must show that Grantee has paid in full for materials and services relating to the segment prior to seeking the 100% (one hundred percent) reimbursement from Grantor. Payment shall be 100% (one hundred percent) reimbursement of the total cost of the segment, subject to the cap on expenditures for that segment as set forth in Exhibit A. Reimbursement can be sought after each segment of the agreement is completed and signed by the Monroe County Engineering Department as outlined in 3.a. The Board of County Commissioners and the Tourist Development Council assume no liability to fund this agreement for an amount in excess of this award. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the BOCC.

a.) Payment shall be made upon the completion of a specific segment as outlined in the Scope of Services and Exhibit A. Payment for expenditures permissible by law and County policies shall be made through reimbursement to Grantee upon presentation of Application for Payment Summary, invoices, canceled checks, before and after pictures, County Project Manager signature of inspection and other documentation necessary to support a claim for reimbursement. Included in said documentation shall be proof that the Grantee has received the property, real or personal, for each segment of agreement as outlined in Exhibit A and paid an amount equal to or greater than the amount invoiced to the Grantor. It shall be necessary for the Grantee to contact the County Engineering Division (Steven Sanders- phone: 305-295-4338 email: Sanders-Steven@MonroeCounty-Fl.gov or Cary Knight- phone: 305-292-4527 email: Knight-Cary@MonroeCounty-Fl.gov) and to arrange for inspection upon the completion of each segment. It shall be the responsibility of the project manager to initiate the communication with the Monroe County Engineering Division to facilitate the inspection of the segment of the project. The application for payment document must be certified through a statement signed by an officer of the organization and notarized, declaring that representations in the invoice are true and factual.

All payment requests must be submitted to the TDC administrative office no later than **September 30, 2024**. Invoices received by the TDC administrative office after **September 30, 2024** will not be considered for payment.

b.) If in-kind services were noted within your application, and you are applying them to this project, documentation shall be submitted to the TDC Administrative Office to show the receipt and application of in-kind donations of goods, professional services, and materials. Said documentation should include invoices, bills of lading, etc., and be verified as received and applied to the project through a notarized statement of the project manager and said documentation submitted to the TDC Administrative Office. All submissions shall identify the items included in Exhibit A and Grantee shall complete the Application for Payment form which is provided within the payment/reimbursement packet. This document should be signed by the project manager.

The Project Manager shall certify delivery to the project site and installation therein of any goods or services provided other than through an architect, engineer or contractor. All work performed and goods received on site and incorporated into the project shall be verified by one of the foregoing. Submission of any documentation which is untrue, falsified, or otherwise misrepresents the work which has been completed, paid, or donated shall constitute a breach of agreement, for which the contract may be immediately terminated at the discretion of the County, whose decision shall be final.

c.) At any time that the documentation requirement policies of Monroe County are revised, such as to require annual inventory reports for equipment purchased under a TDC capital project grant, Grantee shall comply thereafter with such increased requirements, or further funding under the agreement may be terminated by County.

d.) Upon successful completion of this Grant agreement, the Grantee may retain ownership of the real and personal property acquired and/or improved with funding under this Grant agreement. However, the Grantee shall maintain, preserve, and operate the property which was acquired or improved under this agreement for the uses and purposes which qualified the Grantee for tourist development tax funding. Grantee shall complete and sign a Property Reporting Form upon request for personal property and forward said completed form to the TDC Administrative Office. Real property acquired or improved through funding under this agreement shall remain dedicated for the purposes set forth herein or for other purposes which promote tourism and ownership of said property shall be retained by the Grantee. The following terms shall apply:

(i) The Grantee shall have the use of the property, including both real and personal, acquired with funding under this agreement, at the project site for so long as the facility is operated by Grantee, open to the public, and has a primary purpose of promoting tourism. At such time as any of the conditions in the preceding sentence shall cease to exist, the Grantee shall transfer ownership and possession of equipment and personal property to a local government or another not-for-profit organization which is a facility for which

tourist development taxes may be used pursuant to Florida Statute 125.0104 with prior approval from TDC and BOCC.

(ii) At any time that the Grantee: (a) elects to stop the project or otherwise decide not to place into service for tourist-related purposes the facility acquired, constructed, or renovated with tourist development tax funding, (b) demolishes the project facility or divests itself of ownership or possession of the real property, or (c) ceases the use of the property with a primary purpose of promoting tourism, Grantee shall, pursuant to the formula set forth hereafter, refund to the County the Tourist Development funding. This provision shall survive the termination date of all other provisions of this contract for a period of ten years. Should the demolition, transfer of ownership, or change to a non-tourist related purpose occur, the amount of refund shall be pro-rated based on a useful life of ten (10) years.

(iii) The Grantee is responsible for the implementation of adequate maintenance procedures to keep the real and personal property in good operating condition.

(iv) The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, real or personal property or equipment purchased through funding under this agreement.

4. **RECORDS AND REPORTS.** The Grantee shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and give access to these records at the request of the TDC, the County, the State of Florida or authorized agents and representatives of said government bodies. The Grantee shall also provide such access to the personal Property and equipment purchased under this agreement. It is the responsibility of the Grantee to maintain appropriate records in accordance with generally accepted accounting principles consistently applied to insure a proper accounting of all funds and expenditures. The Grantee understands that it shall be responsible for repayment of any and all audit exceptions which are identified by the Auditor General for the State of Florida, the Clerk of Court and Comptroller for Monroe County, the Board of County Commissioners for Monroe County, or their agents and representatives. If an audit determines that monies paid to the Grantee pursuant to this agreement were spent for purposes not authorized by this agreement, the Grantee shall repay the monies together with interest calculated pursuant to Sec. 55.03, F.S. running from the date the monies were paid to Grantee. In the event of an audit exception, the current fiscal year grant award or subsequent grant awards will be offset by the amount of the audit exception. In the event the grant is not renewed or supplemented in future years, the Grantee will be billed by the Grantor for the amount of the audit exception and shall promptly repay any audit exception.

a.) **Public Access.** The County and Grantee shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Grantee in conjunction with this agreement; and the County shall have the right to unilaterally cancel this agreement upon violation of this provision by Grantee.

5. MODIFICATIONS AND AMENDMENTS. Any and all modifications of the terms of this agreement shall be only amended in writing and approved by the Board of County Commissioners for Monroe County. The terms, covenants, conditions, and provisions of this agreement shall bind and inure to the benefit of the County and Grantee and their respective legal representatives, successors, and assigns.

6. INDEPENDENT CONTRACTOR. At all times and for all purposes hereunder, the Grantee is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this agreement shall be construed as to find the Grantee or any of its employees, contractors, servants or agents to the employees of the Board of County Commissioners of Monroe County, and they shall be entitled to none of the rights, privileges or benefits of employees of Monroe County.

a.) No Personal Liability. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this agreement or be subject to any personal liability or accountability by reason of the execution of this agreement.

7. COMPLIANCE WITH LAW. In carrying out its obligations under this agreement, the Grantee shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of this agreement, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this agreement and shall entitle the Grantor to terminate this agreement immediately upon delivery of written notice of termination to the Grantee.

8. RESTRICTIONS ON AGREEMENTS ENTERED PURSUANT TO THIS AGREEMENT. The Grantee shall include in all agreements funded under this agreement the following terms:

a.) Anti-discrimination. Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this agreement because of their race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

b.) Anti-kickback. Contractor warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Contractor has any interest, financially or otherwise, in the County. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee. Contractor acknowledges that it is aware that funding for this agreement is available at least in part through the County and that violation of this paragraph may result in the County withdrawing funding for the project.

c.) Hold harmless/indemnification. Contractor acknowledges that this agreement is funded at least in part by the County and agrees to indemnify and hold harmless the County and any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments (collectively claims) arising directly or indirectly from any negligence, wrongful acts or omissions or criminal conduct on the part of contractor in the performance of the terms of this agreement. The contractor shall immediately give notice to the County of any suit, claim or action made against the contractor that is related to the activity under this agreement, and will cooperate with the County in the investigation arising as a result of any suit, action or claim related to this agreement.

d.) Insurance. Contractor agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the contractor and the County from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the contractor for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by contractor of the obligations set forth in this agreement. The following coverage's shall be provided:

1. Workers' Compensation insurance as required by Florida Statutes.
2. Commercial General Liability Insurance with minimum limits of \$500,000 per occurrence for bodily injury, personal injury and property damage.
3. Comprehensive Auto Liability Insurance with minimum limits of \$300,000 combined single limit per occurrence.

The contractor, the County and the TDC shall be named as additional insured on insurance policies, except workers' compensation. The policies shall provide no less than 30 days' notice of cancellation, non-renewal or reduction of coverage.

At all times during the term of this agreement and for one year after acceptance of the project, contractor shall maintain on file with the County a certificate of insurance showing that the aforesaid insurance coverage are in effect.

e.) Licensing and Permits. Contractor warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, county or city.

f.) Right to Audit. The contractor shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and give access to these records at the request of the TDC, the County, the State of Florida or authorized agents and representatives of said government bodies.

9. **HOLD HARMLESS/INDEMNIFICATION.** The Grantee hereby agrees to indemnify and hold harmless the BOCC/TDC and the 3406 North Roosevelt Blvd. Corporation or any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments arising directly or indirectly under this agreement. The Grantee shall immediately give notice to the Grantor of any suit, claim or action made against the Grantor that is related to the activity under this agreement, and will cooperate with the Grantor in the investigation arising as a result of any suit, action or claim related to this agreement.

a.) **Non-Waiver of Immunity.** Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the Grantee in this agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

b.) **Privileges and Immunities.** All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

10. **NONDISCRIMINATION.** County and Grantee agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or Grantee agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of disabilities; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as maybe amended from time to time,

relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

11. **ANTI-KICKBACK.** The Grantee warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the County or TDC has any interest, financially or otherwise, in the said funded project, except for general membership. For breach or violation of this warranty, the Grantor shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

12. **TERMINATION.** This agreement shall terminate on **September 30, 2024**. Termination prior thereto shall occur whenever funds cannot be obtained or cannot be continued at a level sufficient to allow for the continuation of this agreement pursuant to the terms herein. In the event that funds cannot be continued at a level sufficient to allow the continuation of this agreement pursuant to the terms specified herein, this agreement may then be terminated immediately by the TDC administrative office providing written notice of termination delivered in person or by mail to Grantee. The Grantor may terminate this agreement without cause upon giving written notice of termination to Grantee. The Grantor shall not be obligated to pay for any services or goods provided by Grantee after Grantee has received written notice of termination.

13. **TERMINATION FOR BREACH.** The Grantor may immediately terminate this agreement for any breach of the terms contained herein. Such termination shall take place immediately upon receipt of written notice of said termination. Any waiver of any breach of covenants herein contained to be kept and performed by Grantee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Grantor from declaring a forfeiture for any succeeding breach either of the same conditions or of any other conditions. Failure to provide Grantor with certification of use of matching funds or matching in-kind services at or above the rate of request for reimbursement or payment is a breach of agreement, for which the Grantor may terminate this agreement upon giving written notification of termination.

14. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the Grantee and the Grantor.

15. **GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES.** This agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the state. This agreement is not subject to arbitration. Mediation proceedings initiated and conducted pursuant to this agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

a.) Venue. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this agreement, the County and Grantee agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

b.) Severability. If any term, covenant, condition or provision of this agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this agreement would prevent the accomplishment of the original intent of this agreement. The County and Grantee agree to reform the agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

c.) Attorney's Fees and Costs. The County and Grantee agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings.

d.) Adjudication of Disputes or Disagreements. County and Grantee agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this agreement or by Florida law. This agreement shall not be subject to arbitration.

e.) Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this agreement, County and Grantee agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this agreement or provision of the services under this agreement. County and Grantee specifically agree that no party to this agreement shall be required to enter into any arbitration proceedings related to this agreement.

16. ETHICS CLAUSE: Grantee warrants that he has not employed, retained or otherwise had act on his behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the Grantor may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer

or employee. The County and Grantee warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, 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 it, 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 the provision, the Grantee agrees that the County shall have the right to terminate this agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

a.) **Covenant of No Interest.** County and Grantee covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this agreement, and that only interest of each is to perform and receive benefits as recited in this agreement.

b.) **Code of Ethics.** County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position; conflicting employment or contractual relationship; and disclosure or use of certain information.

17. **PUBLIC ENTITY CRIME STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on an agreement to provide any goods or services to a public entity, may not submit a bid on an agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By executing this document grantee warrants that it is in compliance with this paragraph.

18. **AUTHORITY:** Grantee warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described. Each of the signatories for the Grantee below certifies and warrants that the Grantee's name in this agreement is the full name as designated in its corporate charter (if a corporation); they are empowered to act and contract for the Grantee; and this agreement has been approved by the Board of Directors of Grantee or other appropriate authority.

19. **LICENSING AND PERMITS:** Grantee warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, county or city.

20. **INSURANCE:** Grantee agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the Grantee and the Grantor from any suits, claims or actions brought by any person or persons and from all costs and expenses of

litigation brought against the Grantee for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by Grantee of the obligations set forth in this agreement. At all times during the term of this agreement and for one year after acceptance of the project, Grantee shall maintain on file with the Grantor a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. The following coverage's shall be provided:

1. Workers' Compensation insurance as required by Florida Statutes.
2. Commercial General Liability Insurance with minimum limits of \$500,000 Combined Single Limit (CSL) If split limits are provided, the minimum limits acceptable shall be \$250,000 per Person \$500,000 per occurrence \$50,000 property damage.
3. Comprehensive Business Auto Liability Insurance with minimum limits of \$300,000 combined single limit per occurrence.

The Grantee, the Grantor and the TDC shall be named as additional insured, except workers' compensation. The policies shall provide no less than 30 days' notice of cancellation, non-renewal or reduction of coverage. Grantee shall provide to the County, as satisfactory evidence of the required insurance, including the insurance policy application and either:

- Original Certificate of Insurance, OR
- Certified copy of the actual insurance policy, OR
- Certificate of Insurance e-mailed from Insurance Agent/Company to County Risk Management - Telephone Brian Bradley at (305) 292-3470 for details (Certificates can be e-mailed directly from the insurance agency to: Bradley-Brian@MonroeCounty-FL.Gov – The e-mail must state that this is a certificate for a TDC project and should be forwarded to Ammie Machan at the TDC administrative office)

An original certificate or a certified copy of any or all insurance policies required by this contract shall be filed with the Clerk of the BOCC prior to the contract being executed by the Clerk's office. The Insurance policy must state that the Monroe County BOCC and Monroe County TDC is the Certificate Holder and additional Insured for this contract (certificate only for workers' compensation coverage). Insurance information should be mailed to:

Monroe County Board of County Commissioners
c/o Risk Management
P.O. Box 1026
Key West, FL 33041

21. NOTICE. Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested to the following:

For Grantee: Mary Swaney
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036

For Grantor: Maxine Pacini
Monroe County Tourist Development Council
1201 White Street, Suite 102
Key West, FL 33040

and

Ms. Christine Limbert-Barrows, Asst. County Attorney
P.O. Box 1026
Key West, FL 33041-1026

22. CLAIMS FOR FEDERAL OR STATE AID. Grantee and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this agreement. Any conditions imposed as a result of funding that effect the Project will be provided to each party.

23. NON-DELEGATION OF CONSTITUTIONAL OR STATUTORY DUTIES. This agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

24. NON-RELIANCE BY NON-PARTIES. No person or entity shall be entitled to rely upon the terms, or any of them, of this agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Grantee agree that neither the County nor the Grantee or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this agreement.

25. ATTESTATIONS. Grantee agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

26. FORCE MAJEURE. The Grantee shall not be liable for delay in performance or failure to complete the project, in whole or in part, due to the occurrence of any contingency beyond its control or the control of its contractors and subcontractors, including war or act of war whether an actual declaration thereof is made or not, act of terrorism impacting travel

in the United States, insurrection, riot or civil commotion, act of public enemy, epidemic, quarantine restriction, storm, flood, drought or other act of God, or act of nature (including presence of endangered animal species which cannot be timely removed in a safe manner) or any act of any governmental authority which prohibits the project from proceeding as described in the scope of services and incorporated references and which the Grantee has exercised reasonable care in the prevention thereof. However, lack of planning for normal and expected weather conditions for the time of year the project is to be executed shall not constitute an act of God excusing a delay. Any delay or failure due to the causes stated shall not constitute a breach of the agreement; however, the Grantor shall have the right to determine if there will be any reduction to the amount of funds due to the Grantee after consideration of all relevant facts and circumstances surrounding the delay in performance or failure to complete the project within the contract period. Upon demand of TDC or Grantor, the Grantee must furnish evidence of the causes of such delay or failure. Grantor shall not pay for any goods received or services provided after the date(s) described in paragraph 1 and Scope of Services.

27. EXECUTION IN COUNTERPARTS. This agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this agreement by signing any such counterpart.

28. SECTION HEADINGS. Section headings have been inserted in this agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this agreement and will not be used in the interpretation of any provision of this agreement.

29. MISCELLANEOUS: As used herein, the terms “contract” and “agreement” shall be read interchangeably.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

(SEAL)
Attest: Kevin Madok, Clerk

Board of County Commissioners
of Monroe County

As Deputy Clerk

Mayor/Chairman

.....

Islamorada, Village of Islands
Attest:

By _____
City Clerk

By: _____
Mayor

Print Name

Print Name

Date: _____

Date: _____

EXHIBIT A

NAME OF ENTITY: Islamorada, Village of Islands

NAME OF PROJECT: Founders Park Splash Pad Safety Resurface Project

NUMBER OF SEGMENTS TO PROJECT: 1

Note: County signoff and submission for reimbursement only allowed after completion of each segment as documented in this exhibit. Grantee must apply for reimbursement utilizing the 'Application for Payment' form included within the Payment/Reimbursement Kit.

Segment #: <u>1</u> <u>Description:</u> Materials, equipment and labor required to: • Remove existing splash pad safety surface from concrete base, diamond grind and clean concrete base • Install new safety surfacing tiles to splash pad (approx. 1,400 square feet) • (In order for this segment to be reimbursed, acknowledgement of TDC funding must be in place and proof in the form of pictures provided with submission for reimbursement of this segment. This acknowledgement shall not be covered as part of the TDC reimbursement – see contract paragraph 2)	<u>Total Cost: \$61,500</u> <u>In-Kind:</u> No in-kind will be used towards reimbursement of this project.	<u>TDC portion: \$61,500</u>
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Council Communication

To: Mayor and Village Council
From: Mary Swaney, Procurements & Grants Administrator
Date: August 17, 2023
SUBJECT: **Resolution Approving TDC FY 2024 Capital Project Grant Award Agreement #3017 for Green Turtle Hammock Park Shoreline and Access Improvements -TAB 5**

Background:

The Green Turtle Hammock Nature Preserve ("GTHP"), located at 81224 Overseas Hwy. in Islamorada, is owned and operated by Islamorada, Village of Islands (the "Village"). The acquisition was made through the Florida Communities Trust ("FCT") in 2006 to assist the Village with its conservation and recreation priorities. The property contains pristine hardwood hammock and mangrove wetlands as well as two buildings near the highway entrance to the preserve.

For each FCT property, the Village is obligated to provide maintenance and amenities per a management plan specifically developed for the property. The Village has been completing physical improvements to the GTPH as outlined in the established management plan. The remaining components to be completed are adjacent to Florida Bay and include a kayak launch, dock, improved access from the upland area to the waterfront, a waterfront pavilion/observation tower, a restroom, and an improved parking area.

The scarified area existing along the waterfront where a residential home was demolished is to be the future location of the two-story pavilion, restroom and parking area. The washed-out sea walls, overgrown landscaping, and dilapidated boat basin structure that has gradually worsened from storms over the years is to be redeveloped through shoreline stabilization, renovation of the sea wall and installation of a kayak launch.

Analysis:

The Village has grant funding in place for a portion of the waterfront pavilion and restroom construction costs from the State of Florida Department of Environmental Protection ("FDEP") through the Florida Recreation Development Assistance Program ("FRDAP") for the maximum FRDAP grant amount of \$200,000.00 with a required local match from Village funds of \$200,000.00.

In February 2024, the Village's consulting engineer updated project cost estimates for the pavilion and basin components to \$1,503,300.00. The Village applied to the Monroe County Tourist Development Council (the "TDC") in April, 2023, for 2024 Capital Project funding for \$1,103,300.00, the full estimated cost of the basin improvements and a portion of the pavilion project that will not be funded by the FRDAP grant. In June 2023, the TDC approved the Village's application for funding in the amount of Six Hundred Ninety Three Thousand One

Hundred Sixty Five Dollars (\$693,165.00). Following the approval, the Village coordinated with TDC staff to reduce the TDC-funded scope of work to remove the partial costs of the pavilion and keep only the repair of the seawall, shoreline stabilization, gangway, kayak launch and sidewalks as the scope for TDC grant funding.

The attached Resolution would approve a Grant Award Agreement, Contract ID#3017, between the Village and Monroe County for funding of the Project. The term of the Grant Award Agreement is October 18, 2023 through September 30, 2024. Project costs may not be expended prior to approval of the Grant Award Agreement by the Monroe County Board of County Commissioners which is scheduled for its October 18, 2023 meeting. The project must be completed and a Reimbursement Packet must be submitted to the TDC no later than September 30, 2024.

An RFP for the Project was released July 12, 2023 with bids due on August 15, 2023. A recommendation for approval of a contractor to complete the Project would be presented to Council at a future meeting following the evaluation committee ranking and recommendation process.

Budget Impact:

The total cost of construction for the remaining components is currently estimated at \$1,503,300.00 and the proposed FY 2023-2024 Capital Project Fund budget includes a line item for \$1,500,000.00 for the Green Turtle Hammock Park Improvements. The TDC grant would reimburse the Village for \$693,165.00 of the project costs, FDEP would reimburse the Village \$200,000.00 through the FRDAP Grant. Costs in excess of 893,165.00 would be paid for with Park Impact Fees. The estimated Park Impact Fee Fund Balance for Fiscal Year end 2023-2024 is \$1,286,330.00.

Staff Impact:

The Environmental Resources Manager would oversee the Project. The Village's Procurement and Grants Administrator would complete the procurement procedures, ensure the Village complies with procurement and reporting requirements of the grant and would submit the Village's cost reimbursement request to Monroe County.

Recommendation:

It is recommended that the Village Council adopt the proposed Resolution, thereby approving the Grant Award Agreement #3017 with Monroe County for the Green Turtle Hammock Park Shoreline and Access Improvements Project.

Attachments:

1. Reso_TDC_Grant_Acceptance_GTHP_Shoreline_Project
2. Exhibit_1 3017 Village Green Turtle Hammock Shoreline and Access

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ACCEPTING THE GRANT AWARD FROM THE MONROE COUNTY TOURIST DEVELOPMENT COUNCIL ("TDC") FOR GREEN TURTLE HAMMOCK PARK SHORELINE & ACCESS IMPROVEMENTS; APPROVING THE GRANT AGREEMENT #3017 BETWEEN MONROE COUNTY, FLORIDA AND ISLAMORADA, VILLAGE OF ISLANDS TO PROVIDE REIMBURSEMENT FUNDING FOR THE PROJECT FROM THE TDC DURING FISCAL YEAR 2023-2024; AUTHORIZING THE VILLAGE MAYOR TO EXECUTE THE AGREEMENT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") has been committed to protecting important natural resources and providing recreational opportunities in the form of parks, open space, and greenways for residents and visitors; and

WHEREAS, the Green Turtle Hammock Nature Preserve ("GTHP"), located at 81224 Overseas Hwy., was acquired by the Florida Communities Trust ("FCT") in 2006 and transferred to the Village to assist the Village with its conservation and recreation priorities; and

WHEREAS, the Village has been meeting its obligations to the FCT to provide maintenance and amenities as detailed in a management plan specifically developed for the property and has been completing physical improvements to the GTHP; and

WHEREAS, the remaining primary components of the management plan to be completed are adjacent to Florida Bay and include a kayak launch, dock, improved access from the upland area to the waterfront, a waterfront pavilion/observation tower, a restroom, and an improved parking area; and

WHEREAS, the Village has grant funding in place for a portion of the waterfront pavilion construction costs from the State of Florida Department of Environmental Protection ("FDEP") through the Florida Recreation Development Assistance Program ("FRDAP") for the maximum FRDAP grant amount of \$200,000.00 with a required local match from Village funds of \$200,000.00; and

WHEREAS, in February 2024, the Village's consulting engineer updated project cost estimates for the remaining primary components to \$1,503,300.00; and

WHEREAS, in April 2023, the Village applied to the Monroe County Tourist Development Council (the "TDC") requesting \$1,103,300.00 FY 2024 Capital Project funding for the estimated non-funded costs of the primary components; and

WHEREAS, in June 2023, the TDC approved the Village's application of funding for the amount of Six Hundred Ninety Three Thousand One Hundred Sixty Five Dollars (\$693,165.00); and

WHEREAS, in coordination with TDC staff, the Village revised the scope of work for the TDC grant funded portion of the project to include repair of the seawall, shoreline stabilization, gangway, kayak launch and sidewalks; and

WHEREAS, the grant Award Agreement, Contract ID#3017 (the "Agreement"), requires execution by the Village Mayor and transmittal to the TDC prior to execution by the Monroe County Board of County Commissioners after its October 2023 meeting; and

WHEREAS, the Village Council wishes to approve the Agreement attached hereto as Exhibit "1"; and

WHEREAS, the Village Council finds that acceptance of \$693,165.00 grant funding and approval of the Agreement 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. **Acceptance of Grant and Approval of Agreement.** The Village Council hereby accepts the grant award from the TDC and approves the Agreement between Monroe County and the Village for reimbursement of costs for the Project, attached hereto as Exhibit "1", 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 Agreement.** The Village Mayor is authorized to execute the Agreement on behalf of the Village, to execute any other required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the Village Attorney.

Section 4. **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 Agreement.

Section 5. **Authorization of Funds Expenditure.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

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

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 _____

Councilman Mark Gregg _____

Councilwoman Elizabeth Jolin _____

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

Grant Award Agreement

THIS AGREEMENT (agreement) is entered into this _____ day of _____, 2023 by and between MONROE COUNTY (County or Grantor), a political subdivision of the State of Florida and **Islamorada, Village of Islands** (Grantee) a Government organized and operating under the laws of the State of Florida.

WHEREAS, the district pennies of Tourist Development Tax may be used for the following purposes only: To acquire, construct, extend, enlarge, remodel, repair, improve, maintain, one or more a. Publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums within the boundaries of the county or subcounty special taxing district in which the tax is levied; or b. Auditoriums that are publicly owned but are operated by organizations that are exempt from federal taxation pursuant to 26 U.S.C. s. 501(c)(3) and open to the public; c. Aquariums or museums that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public, within the boundaries of the county or subcounty special taxing district in which the tax is levied; or 5. To finance beach park facilities or beach, channel, estuary, or lagoon improvement, maintenance, re-nourishment, restoration, and erosion control; or 6. public facilities if needed to increase tourist related business activities and in accordance with F.S. 125.0104(5)(a)(6.) and (b) zoological parks, fishing piers or nature centers which are public owned and operated or owned and operated by not-for-profit organizations and open to the public; and

WHEREAS, Grantee has applied to TDC District IV for funding for the **Green Turtle Hammock Park Shoreline & Access Improvements** capital project; and

WHEREAS, the Grantor and Tourist Development Council (TDC) have determined that it is in the best interest of the County, for purposes of promoting tourism and preserving the heritage of the community, to attract tourists, and improve the property for use as a nature center open to the public;

NOW, THEREFORE, in consideration of the mutual covenants and payments contained herein, the Grantee and the Grantor have entered into this agreement on the terms and conditions as set forth below.

1. GRANT AGREEMENT PERIOD. This agreement is for the period of October 18, 2023 through to **September 30, 2024**. This agreement shall remain in effect for the stated period unless one party gives to the other written notification of termination pursuant to and in compliance with paragraphs 7, 12 or 13 below. **The project work described in Exhibit A must commence within the fiscal year funded which is October 1, 2023 to September 30, 2024. Proof that the project commenced within the fiscal year funded may be requested by the TDC administrative office.**

2. SCOPE OF AGREEMENT. The representations made by the Grantee in its proposal submitted to the TDC are incorporated herein by reference. The Grantee shall provide the following scope of services: Materials and Labor required to complete the above mentioned

project. Segment(s) of the work is/are more particularly described in Exhibit A, detailing the work and the cost allocable to each segment, attached hereto, and incorporated herein by reference. **Anything not referenced within Exhibit A will not be reimbursed.** All work for which grant funds are to be expended must be completed by the stated termination date of **September 30, 2024** and all invoices pertaining to this project shall be submitted to the TDC administrative office no later than **September 30, 2024** to be considered for payment. Acknowledgement: Grantee shall be required to permanently display and maintain at Grantee's expense, public acknowledgement of the support of the Monroe County Tourist Development Council in a publicly prominent area of their facility in the following form: "This project was made possible with the financial support of the Monroe County Tourist Development Council." If the Grantee has already complied with this requirement through previous funding, said acknowledgement fulfills this condition. A photograph of said acknowledgment shall be provided with the final request for reimbursement outlined in Exhibit A of this agreement.

a.) There shall be a project manager to acknowledge receipt of goods or work performed. This Project Manager shall be Mary Swaney (Phone: (305) 664-6453; Email: mary.swaney@islamorada.fl.us; clerk@islamorada.fl.us). Should there be a change in the project manager specified in the Grantee's application, a new project manager shall be designated, and notice with new contact information shall be provided in writing to the TDC administrative office.

b.) If, and to the extent that, Grantee contracts for any of the work funded under this agreement to be performed or completed, Grantee shall give notice to County of the contractual relationship, provide County with a copy of any and all contracts and shall require the contractor(s) to comply with all the terms of this contract. Should Grantee contract the work and then decrease the scope of work to be performed by a contractor, Grantee shall provide County with an amended contract executed by Grantee and its contractor.

(i) A Grantee which is a governmental entity shall comply with the procurement regulations and policies to which it is subject, and shall provide Grantor documentation of the procurement requirements applicable to the project and compliance therewith.

(ii) A Grantee which is a not-for-profit entity shall use procurement processes for those parts of the project to be contracted (not performed by the entity's employees) as follows. For work expected to be under \$150,000, but \$10,000 or more the not-for-profit shall document in the file two written quotes or a notarized statement as to why such written quotes were not feasible for the goods or services, for work expected to be more than \$100,000 but less than \$150,000 the not for profit shall document in the file three written quotes or a notarized statement as to why such written quotes were not feasible for the goods or services. For work expected to be \$150,000 or more, a competitive bid process must be performed following Monroe County's procurement policies and procedures, unless the commodities or services will be provided by a "sole source" provider, in which case the not-for-profit must submit a notarized statement with its request for payment explaining why the vendor is

the only source for the commodities or services. Refer to:
<https://www.monroecounty-fl.gov/DocumentCenter/View/32664/Purchasing-Policy-as-of-4-19-2023>

c.) Grantee shall exercise good internal controls to assure that the project as described in the funding application shall be completed on a timely basis within the proposed budget and shall provide to County any certifications, including those by the architect, engineer, contractor or an independent consultant if necessary, required to establish that materials which are purported to be applied to the project are in fact so applied. Further verification shall be required to show that equipment and other fixtures and personal property covered by this agreement are delivered to and installed in the project site. When any permit is required by any governmental agency, copies of plans and other documents which are submitted to the applicable agency shall be submitted to the County Engineering Division to enable verification that the scope of services under this agreement has been provided.

3. AMOUNT OF AGREEMENT AND PAYMENT. The Grantor shall provide an amount not to exceed **\$693,165** (Six Hundred Ninety Three Thousand One Hundred and Sixty Five Dollars TDC District IV funding) for materials and services used to improve the property. Reimbursement request must show that Grantee has paid in full for materials and services relating to the segment prior to seeking the 100% (one hundred percent) reimbursement from Grantor. Payment shall be 100% (one hundred percent) reimbursement of the total cost of the segment, subject to the cap on expenditures for that segment as set forth in Exhibit A. Reimbursement can be sought after each segment of the agreement is completed and signed by the Monroe County Engineering Department as outlined in 3.a. The Board of County Commissioners and the Tourist Development Council assume no liability to fund this agreement for an amount in excess of this award. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the BOCC.

a.) Payment shall be made upon the completion of a specific segment as outlined in the Scope of Services and Exhibit A. Payment for expenditures permissible by law and County policies shall be made through reimbursement to Grantee upon presentation of Application for Payment Summary, invoices, canceled checks, before and after pictures, County Project Manager signature of inspection and other documentation necessary to support a claim for reimbursement. Included in said documentation shall be proof that the Grantee has received the property, real or personal, for each segment of agreement as outlined in Exhibit A and paid an amount equal to or greater than the amount invoiced to the Grantor. It shall be necessary for the Grantee to contact the County Engineering Division (Steven Sanders- phone: 305-295-4338 email: Sanders-Steven@MonroeCounty-Fl.gov or Cary Knight- phone: 305-292-4527 email: Knight-Cary@MonroeCounty-Fl.gov) and to arrange for inspection upon the completion of each segment. It shall be the responsibility of the project manager to initiate the communication with the Monroe County Engineering Division to facilitate the inspection of the segment of the project. The application for payment document must be certified through a statement signed by an officer of the organization and notarized, declaring that representations in the invoice are true and factual.

All payment requests must be submitted to the TDC administrative office no later than **September 30, 2024**. Invoices received by the TDC administrative office after **September 30, 2024** will not be considered for payment.

b.) If in-kind services were noted within your application, and you are applying them to this project, documentation shall be submitted to the TDC Administrative Office to show the receipt and application of in-kind donations of goods, professional services, and materials. Said documentation should include invoices, bills of lading, etc., and be verified as received and applied to the project through a notarized statement of the project manager and said documentation submitted to the TDC Administrative Office. All submissions shall identify the items included in Exhibit A and Grantee shall complete the Application for Payment form which is provided within the payment/reimbursement packet. This document should be signed by the project manager.

The Project Manager shall certify delivery to the project site and installation therein of any goods or services provided other than through an architect, engineer or contractor. All work performed and goods received on site and incorporated into the project shall be verified by one of the foregoing. Submission of any documentation which is untrue, falsified, or otherwise misrepresents the work which has been completed, paid, or donated shall constitute a breach of agreement, for which the contract may be immediately terminated at the discretion of the County, whose decision shall be final.

c.) At any time that the documentation requirement policies of Monroe County are revised, such as to require annual inventory reports for equipment purchased under a TDC capital project grant, Grantee shall comply thereafter with such increased requirements, or further funding under the agreement may be terminated by County.

d.) Upon successful completion of this Grant agreement, the Grantee may retain ownership of the real and personal property acquired and/or improved with funding under this Grant agreement. However, the Grantee shall maintain, preserve, and operate the property which was acquired or improved under this agreement for the uses and purposes which qualified the Grantee for tourist development tax funding. Grantee shall complete and sign a Property Reporting Form upon request for personal property and forward said completed form to the TDC Administrative Office. Real property acquired or improved through funding under this agreement shall remain dedicated for the purposes set forth herein or for other purposes which promote tourism and ownership of said property shall be retained by the Grantee. The following terms shall apply:

(i) The Grantee shall have the use of the property, including both real and personal, acquired with funding under this agreement, at the project site for so long as the facility is operated by Grantee, open to the public, and has a primary purpose of promoting tourism. At such time as any of the conditions in the preceding sentence shall cease to exist, the Grantee shall transfer ownership and possession of equipment and personal property to a local

government or another not-for-profit organization which is a facility for which tourist development taxes may be used pursuant to Florida Statute 125.0104 with prior approval from TDC and BOCC.

(ii) At any time that the Grantee: (a) elects to stop the project or otherwise decide not to place into service for tourist-related purposes the facility acquired, constructed, or renovated with tourist development tax funding, (b) demolishes the project facility or divests itself of ownership or possession of the real property, or (c) ceases the use of the property with a primary purpose of promoting tourism, Grantee shall, pursuant to the formula set forth hereafter, refund to the County the Tourist Development funding. This provision shall survive the termination date of all other provisions of this contract for a period of ten years. Should the demolition, transfer of ownership, or change to a non-tourist related purpose occur, the amount of refund shall be pro-rated based on a useful life of ten (10) years.

(iii) The Grantee is responsible for the implementation of adequate maintenance procedures to keep the real and personal property in good operating condition.

(iv) The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, real or personal property or equipment purchased through funding under this agreement.

4. RECORDS AND REPORTS. The Grantee shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and give access to these records at the request of the TDC, the County, the State of Florida or authorized agents and representatives of said government bodies. The Grantee shall also provide such access to the personal Property and equipment purchased under this agreement. It is the responsibility of the Grantee to maintain appropriate records in accordance with generally accepted accounting principles consistently applied to insure a proper accounting of all funds and expenditures. The Grantee understands that it shall be responsible for repayment of any and all audit exceptions which are identified by the Auditor General for the State of Florida, the Clerk of Court and Comptroller for Monroe County, the Board of County Commissioners for Monroe County, or their agents and representatives. If an audit determines that monies paid to the Grantee pursuant to this agreement were spent for purposes not authorized by this agreement, the Grantee shall repay the monies together with interest calculated pursuant to Sec. 55.03, F.S. running from the date the monies were paid to Grantee. In the event of an audit exception, the current fiscal year grant award or subsequent grant awards will be offset by the amount of the audit exception. In the event the grant is not renewed or supplemented in future years, the Grantee will be billed by the Grantor for the amount of the audit exception and shall promptly repay any audit exception.

a.) Public Access. The County and Grantee shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Grantee in conjunction with this

agreement; and the County shall have the right to unilaterally cancel this agreement upon violation of this provision by Grantee.

5. MODIFICATIONS AND AMENDMENTS. Any and all modifications of the terms of this agreement shall be only amended in writing and approved by the Board of County Commissioners for Monroe County. The terms, covenants, conditions, and provisions of this agreement shall bind and inure to the benefit of the County and Grantee and their respective legal representatives, successors, and assigns.

6. INDEPENDENT CONTRACTOR. At all times and for all purposes hereunder, the Grantee is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this agreement shall be construed as to find the Grantee or any of its employees, contractors, servants or agents to be the employees of the Board of County Commissioners of Monroe County, and they shall be entitled to none of the rights, privileges or benefits of employees of Monroe County.

a.) No Personal Liability. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this agreement or be subject to any personal liability or accountability by reason of the execution of this agreement.

7. COMPLIANCE WITH LAW. In carrying out its obligations under this agreement, the Grantee shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of this agreement, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this agreement and shall entitle the Grantor to terminate this agreement immediately upon delivery of written notice of termination to the Grantee.

8. RESTRICTIONS ON AGREEMENTS ENTERED PURSUANT TO THIS AGREEMENT. The Grantee shall include in all agreements funded under this agreement the following terms:

a.) Anti-discrimination. Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this agreement because of their race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

b.) Anti-kickback. Contractor warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Contractor has any interest, financially or otherwise, in the County. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee. Contractor acknowledges that it is aware that funding for this

agreement is available at least in part through the County and that violation of this paragraph may result in the County withdrawing funding for the project.

c.) Hold harmless/indemnification. Contractor acknowledges that this agreement is funded at least in part by the County and agrees to indemnify and hold harmless the County and any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments (collectively claims) arising directly or indirectly from any negligence, wrongful acts or omissions or criminal conduct on the part of contractor in the performance of the terms of this agreement. The contractor shall immediately give notice to the County of any suit, claim or action made against the contractor that is related to the activity under this agreement, and will cooperate with the County in the investigation arising as a result of any suit, action or claim related to this agreement.

d.) Insurance. Contractor agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the contractor and the County from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the contractor for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by contractor of the obligations set forth in this agreement. The following coverage's shall be provided:

1. Workers' Compensation insurance as required by Florida Statutes.
2. Commercial General Liability Insurance with minimum limits of \$500,000 per occurrence for bodily injury, personal injury and property damage.
3. Comprehensive Auto Liability Insurance with minimum limits of \$300,000 combined single limit per occurrence.

The contractor, the County and the TDC shall be named as additional insured on insurance policies, except workers' compensation. The policies shall provide no less than 30 days' notice of cancellation, non-renewal or reduction of coverage.

At all times during the term of this agreement and for one year after acceptance of the project, contractor shall maintain on file with the County a certificate of insurance showing that the aforesaid insurance coverage are in effect.

e.) Licensing and Permits. Contractor warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, county or city.

f.) Right to Audit. The contractor shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and give

access to these records at the request of the TDC, the County, the State of Florida or authorized agents and representatives of said government bodies.

9. **HOLD HARMLESS/INDEMNIFICATION.** The Grantee hereby agrees to indemnify and hold harmless the BOCC/TDC and the 3406 North Roosevelt Blvd. Corporation or any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments arising directly or indirectly under this agreement. The Grantee shall immediately give notice to the Grantor of any suit, claim or action made against the Grantor that is related to the activity under this agreement, and will cooperate with the Grantor in the investigation arising as a result of any suit, action or claim related to this agreement.

a.) **Non-Waiver of Immunity.** Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the Grantee in this agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

b.) **Privileges and Immunities.** All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

10. **NONDISCRIMINATION.** County and Grantee agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or Grantee agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of disabilities; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse

patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

11. **ANTI-KICKBACK.** The Grantee warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the County or TDC has any interest, financially or otherwise, in the said funded project, except for general membership. For breach or violation of this warranty, the Grantor shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

12. **TERMINATION.** This agreement shall terminate on **September 30, 2024**. Termination prior thereto shall occur whenever funds cannot be obtained or cannot be continued at a level sufficient to allow for the continuation of this agreement pursuant to the terms herein. In the event that funds cannot be continued at a level sufficient to allow the continuation of this agreement pursuant to the terms specified herein, this agreement may then be terminated immediately by the TDC administrative office providing written notice of termination delivered in person or by mail to Grantee. The Grantor may terminate this agreement without cause upon giving written notice of termination to Grantee. The Grantor shall not be obligated to pay for any services or goods provided by Grantee after Grantee has received written notice of termination.

13. **TERMINATION FOR BREACH.** The Grantor may immediately terminate this agreement for any breach of the terms contained herein. Such termination shall take place immediately upon receipt of written notice of said termination. Any waiver of any breach of covenants herein contained to be kept and performed by Grantee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Grantor from declaring a forfeiture for any succeeding breach either of the same conditions or of any other conditions. Failure to provide Grantor with certification of use of matching funds or matching in-kind services at or above the rate of request for reimbursement or payment is a breach of agreement, for which the Grantor may terminate this agreement upon giving written notification of termination.

14. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the Grantee and the Grantor.

15. **GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES.** This agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the state. This agreement is not subject to arbitration. Mediation proceedings initiated and conducted

pursuant to this agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

a.) Venue. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this agreement, the County and Grantee agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

b.) Severability. If any term, covenant, condition or provision of this agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this agreement would prevent the accomplishment of the original intent of this agreement. The County and Grantee agree to reform the agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

c.) Attorney's Fees and Costs. The County and Grantee agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings.

d.) Adjudication of Disputes or Disagreements. County and Grantee agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this agreement or by Florida law. This agreement shall not be subject to arbitration.

e.) Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this agreement, County and Grantee agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this agreement or provision of the services under this agreement. County and Grantee specifically agree that no party to this agreement shall be required to enter into any arbitration proceedings related to this agreement.

16. ETHICS CLAUSE: Grantee warrants that he has not employed, retained or otherwise had act on his behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the Grantor may, at its

discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee. The County and Grantee warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, 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 it, 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 the provision, the Grantee agrees that the County shall have the right to terminate this agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

a.) **Covenant of No Interest.** County and Grantee covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this agreement, and that only interest of each is to perform and receive benefits as recited in this agreement.

b.) **Code of Ethics.** County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position; conflicting employment or contractual relationship; and disclosure or use of certain information.

17. **PUBLIC ENTITY CRIME STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on an agreement to provide any goods or services to a public entity, may not submit a bid on an agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By executing this document grantee warrants that it is in compliance with this paragraph.

18. **AUTHORITY:** Grantee warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described. Each of the signatories for the Grantee below certifies and warrants that the Grantee's name in this agreement is the full name as designated in its corporate charter (if a corporation); they are empowered to act and contract for the Grantee; and this agreement has been approved by the Board of Directors of Grantee or other appropriate authority.

19. **LICENSING AND PERMITS:** Grantee warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, county or city.

20. **INSURANCE:** Grantee agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the Grantee and the Grantor from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the Grantee for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by Grantee of the obligations set forth in this agreement. At all times during the term of this agreement and for one year after acceptance of the project, Grantee shall maintain on file with the Grantor a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. The following coverage's shall be provided:

1. Workers' Compensation insurance as required by Florida Statutes.
2. Commercial General Liability Insurance with minimum limits of \$500,000 Combined Single Limit (CSL) If split limits are provided, the minimum limits acceptable shall be \$250,000 per Person \$500,000 per occurrence \$50,000 property damage.
3. Comprehensive Business Auto Liability Insurance with minimum limits of \$300,000 combined single limit per occurrence.

The Grantee, the Grantor and the TDC shall be named as additional insured, except workers' compensation. The policies shall provide no less than 30 days' notice of cancellation, non-renewal or reduction of coverage. Grantee shall provide to the County, as satisfactory evidence of the required insurance, including the insurance policy application and either:

- Original Certificate of Insurance, OR
- Certified copy of the actual insurance policy, OR
- Certificate of Insurance e-mailed from Insurance Agent/Company to County Risk Management - Telephone Brian Bradley at (305) 292-3470 for details (Certificates can be e-mailed directly from the insurance agency to: Bradley-Brian@MonroeCounty-FL.Gov – The e-mail must state that this is a certificate for a TDC project and should be forwarded to Ammie Machan at the TDC administrative office)

An original certificate or a certified copy of any or all insurance policies required by this contract shall be filed with the Clerk of the BOCC prior to the contract being executed by the Clerk's office. The Insurance policy must state that the Monroe County BOCC and Monroe County TDC is the Certificate Holder and additional Insured for this contract (certificate only for workers' compensation coverage). Insurance information should be mailed to:

Monroe County Board of County Commissioners
c/o Risk Management
P.O. Box 1026
Key West, FL 33041

21. NOTICE. Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested to the following:

For Grantee: Mary Swaney
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036

For Grantor: Maxine Pacini
Monroe County Tourist Development Council
1201 White Street, Suite 102
Key West, FL 33040

and

Ms. Christine Limbert-Barrows, Asst. County Attorney
P.O. Box 1026
Key West, FL 33041-1026

22. CLAIMS FOR FEDERAL OR STATE AID. Grantee and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this agreement. Any conditions imposed as a result of funding that effect the Project will be provided to each party.

23. NON-DELEGATION OF CONSTITUTIONAL OR STATUTORY DUTIES. This agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

24. NON-RELIANCE BY NON-PARTIES. No person or entity shall be entitled to rely upon the terms, or any of them, of this agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Grantee agree that neither the County nor the Grantee or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this agreement.

25. ATTESTATIONS. Grantee agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

26. **FORCE MAJEURE.** The Grantee shall not be liable for delay in performance or failure to complete the project, in whole or in part, due to the occurrence of any contingency beyond its control or the control of its contractors and subcontractors, including war or act of war whether an actual declaration thereof is made or not, act of terrorism impacting travel in the United States, insurrection, riot or civil commotion, act of public enemy, epidemic, quarantine restriction, storm, flood, drought or other act of God, or act of nature (including presence of endangered animal species which cannot be timely removed in a safe manner) or any act of any governmental authority which prohibits the project from proceeding as described in the scope of services and incorporated references and which the Grantee has exercised reasonable care in the prevention thereof. However, lack of planning for normal and expected weather conditions for the time of year the project is to be executed shall not constitute an act of God excusing a delay. Any delay or failure due to the causes stated shall not constitute a breach of the agreement; however, the Grantor shall have the right to determine if there will be any reduction to the amount of funds due to the Grantee after consideration of all relevant facts and circumstances surrounding the delay in performance or failure to complete the project within the contract period. Upon demand of TDC or Grantor, the Grantee must furnish evidence of the causes of such delay or failure. Grantor shall not pay for any goods received or services provided after the date(s) described in paragraph 1 and Scope of Services.

27. **EXECUTION IN COUNTERPARTS.** This agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this agreement by signing any such counterpart.

28. **SECTION HEADINGS.** Section headings have been inserted in this agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this agreement and will not be used in the interpretation of any provision of this agreement.

29. **MISCELLANEOUS:** As used herein, the terms “contract” and “agreement” shall be read interchangeably.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

(SEAL)
Attest: Kevin Madok, Clerk

Board of County Commissioners
of Monroe County

As Deputy Clerk

Mayor/Chairman

.....

Islamorada, Village of Islands
Attest:

By _____
City Clerk

By: _____
Mayor

Print Name

Print Name

Date: _____

Date: _____

EXHIBIT A

NAME OF ENTITY: Islamorada, Village of Islands

NAME OF PROJECT: Green Turtle Hammock Park Shoreline & Access Improvements

NUMBER OF SEGMENTS TO PROJECT: 1

Note: County signoff and submission for reimbursement only allowed after completion of each segment as documented in this exhibit. Grantee must apply for reimbursement utilizing the 'Application for Payment' form included within the Payment/Reimbursement Kit.

Segment #: <u>1</u> <u>Description:</u> Materials, equipment and labor required to: • Mobilize and demobilize worksite • Survey layout • Clear/prepare worksite • Preform erosion and sediment control • Regrade embankment/fill/seawall repair/grout fill • Install kayak/paddleboard launch • Install limestone/riprap • Install and sidewalks (In order for this segment to be reimbursed, acknowledgement of TDC funding must be in place and proof in the form of pictures provided with submission for reimbursement of this segment. This acknowledgement shall not be covered as part of the TDC reimbursement – see contract paragraph 2)	<u>Total Cost: \$693,165</u> <u>In-Kind:</u> No in-kind will be used towards reimbursement of this project.	<u>TDC portion: \$693,165</u>
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Council Communication

To: Mayor and Village Council
From: Maria Bassett, Finance Director
Date: August 17, 2023
SUBJECT: **Resolution Approving the FY 23-24 Final Solid Waste Non-Ad Valorem Assessment Rate for Residential Services and Roll - TAB 6**

Background:

On August 5, 1999, the Village Council of Islamorada, Village of Islands adopted Ordinance No. 99-11 (the "Assessment Ordinance") thereby authorizing the imposition and collection of annual solid waste service assessments for residential parcels within the Village. The Assessment Ordinance requires that the Village adopt both a Preliminary Rate Resolution and a final Annual Rate Resolution for each fiscal year to establish the rate of the assessment, approve the assessment roll, and direct and authorize the method of collection.

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.

On July 27, 2023, pursuant to the Assessment Ordinance, the Village Council adopted Preliminary Rate Resolution No. 23-07-75, thereby initiating the annual process for updating the Solid Waste Service Assessment Roll and directing the re-imposition of assessments for the fiscal year beginning October 1, 2023 through September 30, 2024 (FY 2023-2024). The Preliminary Rate Resolution described the assessment program and the method of apportionment, set a public hearing date for final consideration, and authorized the mailing and publishing of notifications to affected property owners. Accordingly, notice of a public hearing scheduled for August 17, 2023, was published in *The Key West Citizen* on July 20, 2023, and notices were mailed only to property owners who have been added to the solid waste assessment roll since last fiscal year.

Analysis:

The purpose of this public hearing is to allow for citizen comment prior to final adoption of the Annual Assessment Resolution and assessment roll. This assessment provides funding for residential solid waste collection and associated administrative/staff costs. The revised proposed Annual Rate Resolution for the FY 2023-2024 Solid Waste Service Assessment establishes an assessment rate of \$490.00 per residential dwelling unit for FY 2023-2024. This rate represents a 0% increase from the prior year's solid waste assessment rate.

Budget Impact:

The assessment roll for the Fiscal Year 2023-2024 is estimated to include 4,380 dwelling units within the Village. At the rate of \$490.00 per unit, the projected net revenue from this assessment for FY 2023-2024 is \$2,060,352 (based on an assumed 96% collection rate). Final determination of revenue would be based on the total number of dwelling units on the updated certified tax roll for this fiscal year.

This resolution also includes a maximum or 'not to exceed' assessment rate of \$550.00 per unit for future fiscal years. This would allow the Village to increase the assessment up to this maximum rate in future years, if needed, without the requirement to mail first-class notices to all properties. This was also done in prior years' resolutions and resulted in a savings of approximately \$5,000.00 in mailing costs for those years.

Once the Annual Rate Resolution is adopted, the assessment roll must be certified by September 15, 2023, in order to be collected by the Monroe County Tax Collector. Collection of the special assessments and ad valorem taxes begins in November 2023.

Staff Impact:

The assessment program would be administered by the Village staff with assistance from its assessment consultant, Anser Advisory Services.

Recommendation:

It is recommended that the Village Council adopt the attached Final Annual Rate Resolution for the FY 2023-2024 Solid Waste Service Assessment beginning October 1, 2023 through September 30, 2024.

Attachments: 1. 2_Reso_FY23-24_Solid Waste FAR_081723 RVCM

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE IN ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA; REIMPOSING SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village Council of Islamorada, Village of Islands, Florida (the "Village"), has enacted Ordinance No. 99-11 (the "Ordinance"), which authorizes the annual re-imposition of annual Solid Waste Service Assessments for Solid Waste collection and disposal services, facilities or programs against certain Assessed Property within 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, the Village Council desires to reimpose an annual Solid Waste collection and disposal assessment program within the Village, using the tax bill collection method for Fiscal Year 2023-2024, beginning on October 1, 2023 through September 30, 2024; and

WHEREAS, on July 27, 2023, pursuant to Chapter 46, Article III, Division 2, Section 46-93 of the Village Code of Ordinances, the Village Council adopted Resolution No. 23-07-75 (the "Preliminary Rate Resolution") containing a brief and general description of the Solid Waste collection and disposal services, facilities or programs to be provided to Assessed Property, describing the method of apportioning the Solid Waste Cost to compute the Solid Waste Service

Assessment for Solid Waste collection and disposal services, facilities or programs against Residential Property, designating a rate of assessment, and directing preparation of the Assessment Roll and providing the notice required by the Ordinance; and

WHEREAS, in order to reimpose Solid Waste Service Assessments for Fiscal Year 2023-2024, the Ordinance requires that the Village, after hearing comments and objections of all interested parties, adopt an Annual Rate Resolution during its budget adoption process for each Fiscal Year, which establishes the rate of assessment and approves the Assessment Roll for the upcoming Year, with such amendments as the Village Council deems appropriate; and

WHEREAS, the updated Solid Waste Service Assessment Roll has heretofore been filed with the office of the Village Manager and made available for inspection by the public as provided for in Section 2.03 of the Ordinance; and

WHEREAS, as required by the Ordinance, notice of a public hearing has been published and mailed to each Owner of Residential Property proposed to be charged a Solid Waste Service Assessment, notifying such Owners of the opportunity to be heard; the proof of publication and an affidavit of mailing are attached hereto as Appendices A and B respectively; and

WHEREAS, on August 17, 2023, a public hearing was duly held, and comments and objections of all interested persons have been heard and considered as required by the Ordinance.

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

Section 1. Authority. This Resolution is adopted pursuant to the provisions of Ordinance No. 99-11; Resolution No. 99-08-39, as amended (the "Initial Assessment Resolution"); Resolution No. 99-09-49 (the "Final Assessment Resolution"); Resolution No. 23-07-75 (the "Preliminary Rate Resolution"); Article VIII, Section 2, Florida Constitution; Sections 166.021 and 166.041, Florida Statutes; and other applicable provisions of law.

Section 2. Definitions and Interpretation. This Resolution constitutes the Annual Rate Resolution as defined in the Ordinance for the imposition of Solid Waste Service Assessments. All capitalized terms in this Resolution shall have the meanings defined in the Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution, and the Preliminary Rate Resolution.

Section 3. Approval of Assessment Roll. The Solid Waste Service Assessment Roll, which is currently on file in the office of the Village Manager and incorporated herein by reference, is hereby approved. The parcels of Assessed Property described in the Assessment Roll are hereby found to be specially benefited by the provision of Solid Waste collection and disposal services, facilities or programs described in the Preliminary Rate Resolution in the amount of the Solid Waste Service Assessment set forth in the updated Solid Waste Service Assessment Roll.

Section 4. Re-imposition of Solid Waste Service Assessments.

(A) It is hereby ascertained, determined and declared that each parcel of Assessed Property within the Village will be benefited by the Village's provision of Solid Waste collection and disposal services, facilities or programs in an amount not less than the Solid Waste Service Assessment for such parcel, computed in the manner set forth in the Preliminary Rate Resolution.

Adoption of this Annual Rate Resolution constitutes a legislative determination that all parcels assessed derive a special benefit, as set forth in the Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution, and the Preliminary Rate Resolution, from the Solid Waste collection and disposal services, facilities or programs to be provided and a legislative determination that the Solid Waste Service Assessments are fairly and reasonably apportioned among the Residential Properties that receive the special benefit as set forth in the Preliminary Rate Resolution.

(B) The method for computing Solid Waste Service Assessments described in the Preliminary Rate Resolution is hereby approved.

(C) For the Fiscal Year beginning October 1, 2023, the Solid Waste Cost of \$2,214,400 shall be allocated among all parcels of Assessed Property, based upon each parcel's classification as Residential Property and the number of Dwelling Units for such parcels. An annual rate of assessment equal to \$490.00 for solid waste and collection disposal services is hereby imposed for each Dwelling Unit. Solid Waste Service Assessments for Solid Waste collection and disposal services, facilities or programs in the amounts set forth in the Assessment Roll, as herein approved, are hereby levied and imposed on all parcels of Assessed Property described in the Assessment Roll.

(D) For future fiscal years, as authorized in Section 2.08 of the Ordinance, a maximum assessment rate of \$550.00 per Dwelling Unit for solid waste and collection disposal services is hereby approved. This amount can be imposed in future fiscal years without additional notice but is not required to be imposed.

(E) Any shortfall in the expected Solid Waste Service Assessment proceeds due to any reduction or exemption from payment of the Solid Waste Service Assessments required by law or authorized by the Council shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Solid Waste Service Assessments.

(F) Such Solid Waste Service Assessments shall constitute a lien upon the Assessed Property so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien for Solid Waste Service Assessments shall be deemed perfected upon adoption by the Village Council of this Annual Rate Resolution. Upon perfection, the lien for Solid Waste Service Assessments collected under the Uniform Assessment Collection Act shall attach to the property included on the roll as of the prior January 1, the lien date for ad valorem taxes.

Section 5. Collection of Solid Waste Service Assessments. The Solid Waste Service Assessments shall be collected pursuant to the Uniform Assessment Collection Act, as provided for in Section 3.01 of the Ordinance. The Village Manager is hereby authorized and directed to certify and deliver or cause the certification and delivery of the Solid Waste Assessment Roll for the Solid Waste Service Assessments to the Tax Collector by September 15, 2023, in the manner prescribed by Section 197.3632, Florida Statutes. The Solid Waste Service Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

Section 6. Confirmation of Preliminary Rate Resolution. The Preliminary Rate Resolution is hereby confirmed.

Section 7. Effect of Adoption of Resolution. The adoption of this Annual Rate Resolution shall be the final adjudication of the issues presented herein (including, but not limited to, the apportionment methodology, the rate of assessment, the adoption of the Solid Waste Service Assessment Roll and the levy and lien of the Solid Waste Service Assessments) unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within twenty (20) days from the date of this Annual Rate Resolution.

Section 8. Severability. If any clause, section, or other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or application of this Resolution.

Section 9. Effective Date. This Resolution shall take effect immediately upon its passage and 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 ON THIS 17TH DAY OF AUGUST 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

APPENDIX A

**AFFIDAVIT REGARDING
NOTICE MAILED TO PROPERTY OWNERS**

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 reimposed 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 x # dwelling units].

The maximum annual solid waste service assessment that can be imposed without further notice for future fiscal years for the above parcel is \$_____.

A public hearing will be held at 5:30 p.m. on August 17, 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.

******* THIS IS NOT A BILL *******

APPENDIX B

PROOF OF PUBLICATION



The Florida Keys Only Daily Newspaper, Est. 1876
PO Box 1800, Key West FL 33041
P: (305) 292-7777 ext. 219 F: (305) 295-8025
legals@keysnews.com

ISLAMORADA VILLAGE OF ISLANDS
86800 OVERSEAS HWY
ISLAMORADA FL 33036-3162

Account: 421294

Ticket: 3897563

PUBLISHER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF MONROE

[legal.text]

Before the undersigned authority personally appeared

_____Melinda Prescott_____, who on oath says that he or she is

The legal advertising representative of the Key West Citizen, a five day newspaper published in Key West, in Monroe County, Florida; that the attached copy of advertisement, being a legal notice in the matter of _____ was published in said newspaper in the issues of:

Thursday, July 20, 2023

Affiant further says that the Key West Citizen is a newspaper published in Key West, in said Monroe County, Florida and that the said newspapers has heretofore been continuously published in said Monroe County, Florida Tuesday thru Saturday weekly, and has been entered as periodicals matter at the post office in Key West, in said Monroe County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Melinda Prescott

(Signature of Affiant)

Affirmed and subscribed before me this 20th day of July 2023

Jill Kelli Di Benedetto

(Notary Public Signature)

_____Jill Kelli Di Benedetto_____
(Notary Public Printed Name)

My commission expires _____8/19/2023_____

Personally Known X Produced Identification _____
Type of Identification Produced _____ (Notary Seal)_____



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THE
KEYS

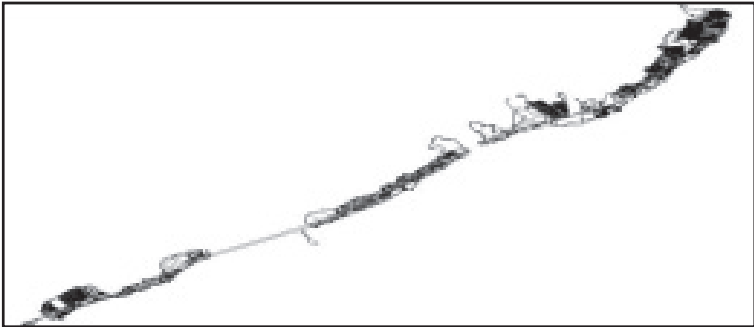
Florida Keys
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A KEYS NEWS PUBLICATION
FALL 2022
HOW TO GIVE WEDDINGS A
Modern Touch
Wedding
Dress Trends
Popular Palettes
and Trends for 2023
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IN LOCATIONS
throughout
THE
KEYS

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 17, 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 shall be \$490.00 per Dwelling Unit. The maximum rate of assessment that can be imposed in the fiscal year commencing October 1, 2023 and 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) 664-6445, 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**

NOTICE OF HEARING TO REIMPOSE AND PROVIDE
FOR COLLECTION OF ASSESSMENTS FOR
WASTEWATER COLLECTION AND TREATMENT
FACILITIES FOR NORTH PLANTATION KEY AND
NORTH PLANTATION KEY SUPPLEMENTAL



Notice is hereby given that the Village Council of Islamorada, Village of Islands, will conduct a public hearing to consider reimposing assessments for the Fiscal Year beginning October 1, 2023, against certain properties located within the North Plantation Key Assessment Area and the North Plantation Key Supplemental Assessment Area, as shown above, to fund Wastewater Collection and Treatment Facilities 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. or as soon thereafter as possible on August 17, 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 twenty (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 assessment revenue to be collected within the Village of Islamorada for the upcoming fiscal year for the North Plantation Key Assessment Area is \$383,000 and for the North Plantation Key Supplemental Assessment Area is estimated to be \$2,450.

The maximum annual rate of assessment for the North Plantation Key Assessment Area for the upcoming fiscal year commencing on October 1, 2023, and future fiscal years shall be \$106.96 per EDU and a maximum annual rate of assessment of \$340.55 per Connection.

The original rules established for the North Plantation Key Assessment Area assigned one equivalent dwelling unit (EDU) to each single-family tax parcel and 0.8 EDUs to each multi-family dwelling unit. In 2009, the Village Council decided to provide for a uniform set of rules for the calculation of wastewater assessments throughout the Village. The uniform rules assign one (1) EDU to each single-family dwelling unit and one (1) EDU to each multi-family dwelling unit. The application of the uniform rules to the North Plantation Key Assessment Area produces supplemental assessment amounts for affected properties. The supplemental assessment for each affected parcel of property is based upon the number of additional EDUs attributable to the property based on the uniform rules (one (1) EDU for every additional single family dwelling unit and 0.2 EDUs for each multi-family dwelling unit). The annual assessment will include your share of the principal, interest, and collection costs. The maximum annual assessment is estimated to be \$132.00 per EDU (which equals \$27.00 for each multi-family dwelling unit and \$132.00 for each additional single family dwelling unit) for Fiscal Year 2023-24 and future fiscal years.

Copies of the Assessment Ordinance (Ordinance No. 05-16), the Initial Assessment Resolution (Resolution No. 05-08-42), the Initial Assessment Resolution (Resolution No. 09-08-68), the Final Assessment Resolution (Resolution No. 05-09-49), the Final Assessment Resolution (Resolution No. 09-09-77), the Annual Rate Resolutions initiating the annual process of updating the Assessment Rolls and reimposing the Assessments, and the updated Assessment Rolls 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**

Page 107 of 533

APPENDIX C

**FORM OF CERTIFICATE TO
NON AD-VALOREM ASSESSMENT ROLL**

**CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL**

I HEREBY CERTIFY that, I am the Mayor of Islamorada, Village of Islands, Florida or the authorized agent of Islamorada, Village of Islands, Florida (the "Village"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for solid waste services (the "Non-Ad Valorem Assessment Roll") for the Village is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Monroe County Tax Collector by September 15, 2023.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Monroe County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this ____ day of _____, 2023.

ISLAMORADA, VILLAGE OF ISLANDS,
FLORIDA

By: _____
Joseph B Pinder III, Mayor

[to be delivered to the Monroe County Tax Collector prior to September 15, 2023]



Council Communication

To: Mayor and Village Council
From: Maria Bassett, Finance Director
Date: August 17, 2023
SUBJECT: **Resolution Approving the FY 23-24 Stormwater Services Non-Ad Valorem Assessment Rate and Roll - TAB 7**

Background:

On August 23, 2005, the Village Council adopted Ordinance No. 05-15 (the "Assessment Ordinance"), thereby authorizing the imposition of Stormwater Service Assessments against real property benefited by the Village's provision of Stormwater Management Services. Pursuant to this Assessment Ordinance, the Village imposed Stormwater Service assessments for the first time beginning in November 2005.

Analysis:

The funds generated by this assessment are used to fund stormwater service costs within the Village's Stormwater Utility Enterprise Fund. The Assessment Ordinance requires that the Village annually adopt a final rate resolution for each subsequent fiscal year. The attached Annual Rate Resolution for Fiscal Year 2023-2024 sets forth the rate of the assessment, approves the assessment roll, and directs and authorizes the method of collection. In accordance with the Assessment Ordinance, this public hearing is being held to allow citizen comment prior to the adoption of the Annual Rate Resolution and Assessment Roll. Notice of this public hearing scheduled for August 17, 2023, was published in *The Key West Citizen* on July 20, 2023, and notices were mailed only to property owners who have been added to the stormwater assessment roll since last fiscal year.

Budget Impact:

The proposed rate of \$32.00 is estimated to generate gross revenue in the amount of \$208,000.00 in Fiscal Year 2023-2024. This rate represents a 0% increase from the prior nine years' stormwater assessment rate. In addition to proposing a rate of \$32.00 per Net Equivalent Stormwater Unit ("ESU") for the coming year, the Annual Rate Resolution also contains a maximum or 'not to exceed' assessment rate of \$62.00 per Net ESU for future fiscal years. This would allow the Village to increase the assessment up to this maximum rate in future years, if desired, without the requirement to mail first class notices to all properties, thereby saving approximately \$5,000.00 in mailing costs per year.

Staff Impact:

The assessment program would be administered by the Village staff with the assistance of the Village's assessment consultant, Anser Advisory Services, similar to the other Village assessment programs.

Recommendation:

It is recommended that the Village Council pass and adopt the Annual Rate Resolution for Stormwater Management Services for Fiscal Year 2023-2024 beginning October 1, 2023 through September 30, 2024.

Attachments: 1. 2_Reso_FY 23-24 Stormwater NAV_081723 RVCM

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES; REIMPOSING STORMWATER SERVICE ASSESSMENTS AGAINST CERTAIN REAL PROPERTY WITHIN ISLAMORADA, VILLAGE OF ISLANDS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023; APPROVING THE STORMWATER ASSESSMENT ROLL FOR THE STORMWATER SERVICE ASSESSMENTS; PROVIDING FOR COLLECTION OF THE STORMWATER SERVICE ASSESSMENTS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village Council of Islamorada, Village of Islands, Florida (the "Village"), has enacted Ordinance No. 05-15, the Stormwater Assessment Ordinance (the "Ordinance") relating to Stormwater Management, which authorizes the imposition of Stormwater Service Assessments against real property specially benefited by the Village's Stormwater Management Services; and

WHEREAS, the imposition of a Stormwater Service Assessment is an equitable and efficient method of allocating and apportioning the cost of the Village's Stormwater Management Service among parcels of property that are specially benefited thereby; and

WHEREAS, on August 9, 2007, the Village Council adopted Resolution No. 07-08-43, the Amended and Restated Initial Assessment Resolution for Stormwater Management Services (the "Initial Assessment Resolution"), and on September 6, 2007, the Village Council adopted Resolution No. 07-09-52 (the "Amended and Restated Final Assessment Resolution"), which identified the area within which the Village provides Stormwater Management Services and identified those properties to be specially benefited by the Village's Stormwater Management Services (the "Stormwater Service Area") and described the method of assessing the cost of the Village's Stormwater Management Services (the "Stormwater Service Cost") against Developed Property located within the Stormwater Service Area; and

WHEREAS, pursuant to the provisions of the Section 3.09 of the Ordinance, the Village is required to adopt an Annual Rate Resolution for each fiscal year to approve the Stormwater Assessment Roll for such fiscal year; and

WHEREAS, this Resolution shall serve as the Annual Rate Resolution for the Fiscal Year 2023-2024; and

WHEREAS, the Stormwater Assessment Roll has heretofore been filed with the office of the Village Manager, as provided for in Section 3.05 of the Ordinance; and

WHEREAS, as required by the terms of the Ordinance, notice of a public hearing has been published and mailed to each property owner proposed to be charged a Stormwater Service Assessment, notifying such property owner of the opportunity to be heard; the proof of publication and an affidavit of mailing are attached hereto as Appendices A and B respectively; and

WHEREAS, on August 17, 2023, a public hearing was duly held and comments and objections of all interested persons have been heard and considered as required by the Ordinance.

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

Section 1. **Authority.** This Resolution is adopted pursuant to the provisions of the Ordinance, the Initial Assessment Resolution, the Amended and Restated Final Assessment Resolution, Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

Section 2. **Definitions.** This Resolution constitutes the Annual Rate Resolution as defined in the Ordinance for the imposition of Stormwater Service Assessments. All capitalized

terms in this Resolution shall have the meanings defined in the Ordinance, the Initial Assessment Resolution and the Amended and Restated Final Assessment Resolution.

Section 3. Approval of Stormwater Assessment Roll. The Stormwater Assessment Roll, which is currently on file in the office of the Village Manager and incorporated herein by reference, is hereby approved.

Section 4. Stormwater Service Assessments.

(A) It is hereby ascertained, determined, and declared that each parcel of Assessed Property within the Stormwater Service Area will be specially benefited by the Village's provision of Stormwater Management Services in an amount not less than the Stormwater Service Assessment for such parcel, computed in the manner set forth in the Initial Assessment Resolution. Adoption of this Annual Rate Resolution constitutes a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations and findings as set forth in the Ordinance and the Initial Assessment Resolution from the Stormwater Management Services to be provided and a legislative determination that the Stormwater Service Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in the Initial Assessment Resolution.

(B) The method for computing and apportioning the Stormwater Service Assessments described in the Initial Assessment Resolution is hereby approved.

(C) For the Fiscal Year beginning October 1, 2023, the Stormwater Service Cost of \$208,000.00 shall be allocated among all parcels of Assessed Property, based upon each parcel's number of Net Equivalent Stormwater Units ("ESU"). An annual rate of assessment equal to \$32.00 per Net ESU is hereby imposed for each Tax Parcel of Developed Property. Stormwater Service

Assessments for Stormwater Management Services in the amounts set forth in the Stormwater Assessment Roll, as herein approved, are hereby levied and imposed on all parcels of Assessed Property described in the Stormwater Assessment Roll.

(D) The above rates of assessment are hereby approved. Except as otherwise provided herein, Stormwater Service Assessments for Stormwater Management Services in the amounts set forth in the updated Stormwater Assessment Roll, as approved herein, are hereby levied and imposed on all parcels of Assessed Property described in such Stormwater Assessment Roll for the Fiscal Year beginning October 1, 2023.

(E) As authorized in Section 3.09 of the Ordinance, a maximum assessment rate of \$62.00 per Net ESU is hereby approved for future fiscal years. This amount can be imposed in future fiscal years without additional notice but is not required to be imposed.

(F) The Stormwater Service Assessments shall constitute a lien upon the Tax Parcels so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles, and claims, until paid. The lien for the Stormwater Service Assessments shall be deemed perfected upon adoption by the Village Council of this Annual Rate Resolution and shall attach to the property included on the Stormwater Assessment Roll as of the prior January 1, the lien date for ad valorem taxes.

Section 5. Collection of Stormwater Service Assessments. The Stormwater Service Assessments shall be collected pursuant to the Uniform Assessment Collection Act, as provided for in Section 4.01 of the Ordinance. The Village Manager is hereby authorized and directed to certify and deliver or cause the certification and delivery of the Stormwater Assessment Roll for

the Stormwater Service Assessments to the Tax Collector by September 15, 2023, in the manner prescribed by Section 197.3632, Florida Statutes. The Stormwater Assessment Roll for the Stormwater Service Assessments, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

Section 6. **Effect of Adoption of Resolution.** The adoption of this Annual Rate Resolution shall be the final adjudication of the issues presented herein (including, but not limited to, the apportionment methodology, the rate of assessment, the adoption of the Stormwater Assessment Roll and the levy and lien of the Stormwater Service Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within twenty (20) days from the date of this Annual Rate Resolution.

Section 7. **Severability.** If any clause, section, or other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or application of this Resolution.

Section 8. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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 ON THIS 17TH DAY OF AUGUST 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

APPENDIX A
PROOF OF PUBLICATION



The Florida Keys Only Daily Newspaper, Est. 1876

PO Box 1800, Key West FL 33041

P: (305) 292-7777 ext. 219 F: (305) 295-8025

legals@keysnews.com

ISLAMORADA VILLAGE OF ISLANDS
86800 OVERSEAS HWY
ISLAMORADA FL 33036-3162

Account: 421294

Ticket: 3897562

PUBLISHER'S AFFIDAVIT

**STATE OF FLORIDA
COUNTY OF MONROE**

[legal.text]

Before the undersigned authority personally appeared

_____Melinda Prescott_____, who on oath says that he or she is

The legal advertising representative of the Key West Citizen, a five day newspaper published in Key West, in Monroe County, Florida; that the attached copy of advertisement, being a legal notice in the matter of _____ was published in said newspaper in the issues of:

Thursday, July 20, 2023

Affiant further says that the Key West Citizen is a newspaper published in Key West, in said Monroe County, Florida and that the said newspapers has heretofore been continuously published in said Monroe County, Florida Tuesday thru Saturday weekly, and has been entered as periodicals matter at the post office in Key West, in said Monroe County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Melinda Prescott

(Signature of Affiant)

Affirmed and subscribed before me this 20th day of July 2023

Jill Kelli Di Benedetto

(Notary Public Signature)

_____Jill Kelli Di Benedetto_____

(Notary Public Printed Name)

My commission expires _____8/19/2023_____

Personally Known X Produced Identification _____

Type of Identification Produced _____ (Notary Seal)_____



BUSINESS

Americans bump up spending in June

BY ANNE D'INNOCENZIO,
PAUL WISEMAN AND
DEE-ANN DURBIN
The Associated Press

NEW YORK — Americans increased their spending last month as inflation eased in many areas, and the job market remained remarkably strong.

Retail sales rose 0.2% from May to June, following a revised 0.5% increase the previous month, the Commerce Department reported Tuesday.

The figure matched the pace of consumer inflation in June from the prior month, underscoring that shoppers are just about keeping up with pricing pressures. While the headline number of 0.2% was a bit weaker than expected, economists Tuesday focused on data that excludes volatile autos, gas, building materials and food services, which rose a solid 0.6% in June. That 0.6% figure is used to help calculate overall economic growth in the U.S., and it was a pretty strong showing in June.

Shoppers increased spending at electronic stores and furniture and home furnishings stores after a recent pullback. Online sales also had a solid increase. But sales at grocery stores, gas stations and sporting goods stores fell. At restaurants, sales eked out a tiny increase.

The uptick in sales follows an increase in May that pointed to an economy that remains



DAVID ZALUBOWSKI/The Associated Press

Shoppers glide past a display of big-screen televisions in a Costco warehouse on Tuesday, July 11, in Sheridan, Colo. On Tuesday, July 18, the Commerce Department releases U.S. retail sales data for June.

resilient despite rising prices. Yet spending has been volatile this year after surging nearly 3% in January. Sales tumbled in February and March before recovering in April and May.

“While they continue to spend, the June retail sales report suggests that consumers are becoming more thoughtful with their purchases,” wrote Oren Klachkin, U.S economist at Oxford Economics. He pointed to the labor market losing some momentum, declining savings, and interest rates that have made borrowing money or using credit cards more expensive.

There is already early evidence of a pushback from consumers that is being reflected in financial reports from some

of the country’s biggest food producers.

Consumers, whose spending accounts for about 70% of all U.S. economic activity, have been the engine behind the economic recovery from a slowdown during the pandemic. Government relief checks, the suspension of student loan payments and super-low interest rates helped.

Demand outpaced what factories could produce and what ports and freight yards could handle, leading to shortages, delays – and skyrocketing prices.

That gave companies “abnormal power to push up prices” and pass higher costs along to consumers – clout they hadn’t had for decades, Simon

MacAdam, senior global economist at Capital Economics, wrote last month.

That dynamic has shifted, however.

Low interest rates are long gone: The Federal Reserve began aggressively hiking rates in March 2022. The student loan moratorium – which allowed Americans to divert money that used to go to loan payments to dinners out and new furniture – ends later this year.

And the savings that Americans had stashed away at the peak of the pandemic — when they were receiving government relief checks and saving money while hunkered down at home — are vanishing. Fed researchers have reported that consumers depleted their

excess’ savings in the first three months of 2023.

All of which means that consumers may no longer be willing – or able – to tolerate elevated prices as overall inflation dips.

U.S. data on prices, the most recent arriving last week, showed that consumer inflation reached its lowest point since early 2021 last month. Prices rose just 0.2% from May to June thanks to easing costs for gasoline, airline fares, used cars and groceries. Inflation is just up 3% over the last 12 months. But Americans still face surging prices for some goods and services as well, like auto insurance.

Ryan Dixon, who recently moved from Florida to a farm in Hillsboro, Tennessee, said he didn’t notice prices increasing as much in 2020 and 2021 because of the COVID-19 relief payments he was getting from the government. But as that money ran low, it became clear that he needed to find new ways to cut spending.

Now, he keeps track of the coupons in the Target and Walmart apps, scours the grocery aisles for deals on meat and buys store-brand canned goods.

“I’m not buying Del Monte and Green Giant anymore. I’m buying the Walmart brand,” he said.

There are a handful of brands he loves and won’t substitute,

like his Mountain Dew sodas. But he is looking for cheaper alternates almost everywhere else.

“I never thought I would shop like my mother,” Dixon said. “But if I don’t have a coupon for it, I don’t get it.”

Those kinds of every day decisions are beginning to show up in the financial performance of major food producers.

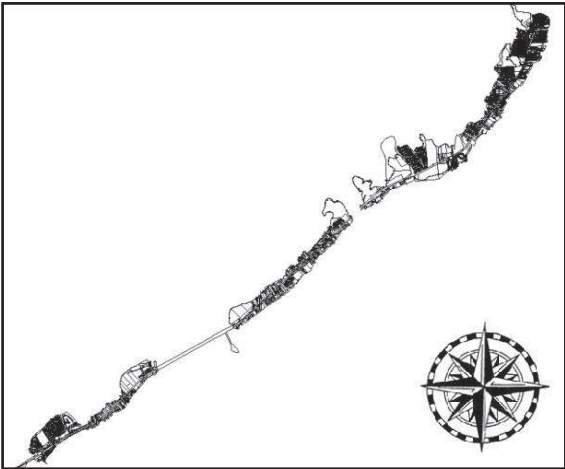
Conagra Brands, which makes Slim Jim beef jerky, Duncan Hines cake mix and more, said during a fourth-quarter earnings call last week that smaller price increases have not translated to higher sales volume. That is a quick turn from the third quarter when price increases __ which topped 15% that quarter __ did not dent demand.

“It’s not a trade down within individual categories to lower-priced alternatives. It looks, optically, more like a cutting back and what I call hunkering down,” Conagra CEO Sean Connolly told analysts. “And one thing I know for sure, people aren’t eating less. So they’re making choices to manage their budget.”

PepsiCo, which makes Ryan Dixon’s MountainDew, said last week that higher prices lifted the company’s revenue in the second quarter but consumer demand has faded. The company said that price increases could start to moderate in the second half of this year.

ISLAMORADA, VILLAGE OF ISLANDS
FLORIDA

FROM MILE MARKER 90.8 ON NORTH TO MILE
MARKER 72.5 ON SOUTH



NOTICE OF HEARING TO IMPOSE AND PROVIDE
FOR COLLECTION OF
NON-AD VALOREM ASSESSMENTS FOR
STORMWATER SERVICE

Notice is hereby given that the Village Council of Islamorada, Village of Islands, Florida, will conduct a public hearing to consider reimposing Stormwater Service Assessments in the area receiving Stormwater Management Service from the Village, as shown above, and to authorize collection of such assessments on the tax bill. The hearing will be held at 5:30 p.m. or as soon thereafter as possible on August 17, 2023, at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida. 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. All affected property owners have a right to appear at the hearing and to file written objections with the Village Council. All written objections to the non-ad valorem assessments must be filed with the Village Council within twenty (20) days of this notice. Any person wishing to appeal any decision of the Village Council with respect to any matter considered will need a record of the proceedings and may wish to ensure that a verbatim record of the proceedings is made.

The Stormwater Service Assessments are proposed to fund the Village's cost to provide Stormwater Management Service in the area shown above. The Stormwater Service Assessments are based upon the estimated amount of stormwater runoff generated by impervious surface on the property. Impervious surfaces include the roof top, patios, driveways, parking lots and similar areas. The Village has determined that the average single-family residence in the Stormwater Service Area includes 3,322 square feet of impervious surface, which is defined as the "equivalent stormwater unit value" or "ESU Value." The annual Stormwater Service Assessment rate for the Fiscal Year 2023-24 and for future fiscal years will be \$32.00 for each Net ESU. The maximum annual Stormwater Service Assessment rate for Fiscal Year 2023-24 and for future fiscal years will be \$62.00 for each Net ESU. The total annual assessment revenue to be collected within the Village of Islamorada for the upcoming Fiscal Year is estimated to be \$201,000.

Generally, the number of ESUs was calculated individually for each parcel of property by dividing the impervious surface area by 3,322 square feet. Credit for privately maintained Stormwater management facilities and other factors affecting the quantity or quality of Stormwater runoff has also been applied, resulting in an assignment of Net ESUs. A more specific description is set forth in the amended and restated Initial Assessment Resolution adopted by the Village Council on August 9, 2007. Copies of the amended and restated Initial Assessment Resolution, the amended and restated Final Assessment Resolution, and the updated assessment roll are available for inspection at the Office of the Village Clerk located at 86800 Overseas Highway, Islamorada, Florida.

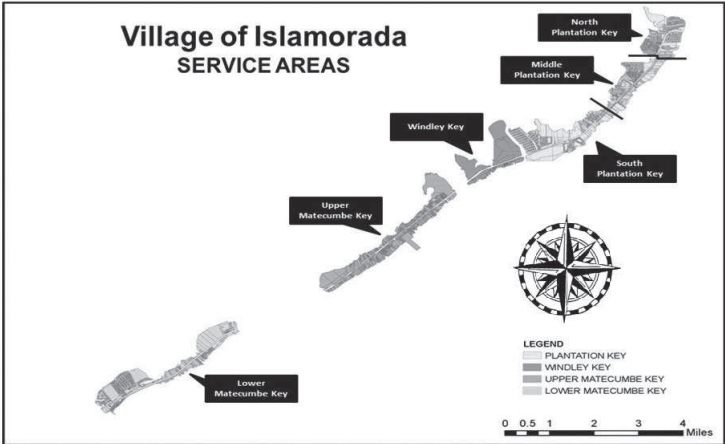
The Stormwater Service Assessments will be collected on the ad valorem tax bill to be mailed in November 2023, as authorized by Section 197.3632, Florida Statutes. Failure to pay the Stormwater Service Assessment will cause a tax certificate to be issued against the assessed property which may result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

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.

VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA

adno=3897561-1

Village of Islamorada
SERVICE AREAS



NOTICE OF HEARING TO REIMPOSE AND PROVIDE
FOR COLLECTION OF SPECIAL ASSESSMENTS
FOR WASTEWATER COLLECTION AND TREATMENT
FACILITIES FOR REMAINING SERVICE AREA
PHASE I (RSA1) AND PHASE 2 (RSA 2)

Notice is hereby given that the Village Council of Islamorada, Village of Islands, Florida, will conduct a public hearing to consider reimposing special assessments against certain parcels of property located therein. The hearing will be held at 5:30 p.m., or as soon thereafter as the matter can be heard, on August 17, 2023 at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida for the purpose of receiving public comment on the assessments. In accordance with the Americans with Disabilities Act, if you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Village Clerk at (305) 664-6412 at least seven (7) days prior to the public hearing. All affected property owners have a right to appear at the hearing and to file written objections with the Village within 20 days of this notice. If a person wishes 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.

For the Phase 1 (RSA 1) Assessment Area, the assessment for each parcel of property is based on the number of equivalent dwelling units attributable to such parcel. Unless prepaid, the annual assessment will include your share of the principal, interest and collection cost. The maximum annual assessment for Fiscal Year 2023-24 and future fiscal years is estimated to be \$256 per EDU for properties with 1-10 EDUs and \$2,560 plus \$74 per EDU for properties greater than 10 EDUs.

For the Phase 2 (RSA 2) Assessment Area, the assessment for each parcel of property is based on the number of equivalent dwelling units attributable to such parcel. Unless prepaid, the annual assessment will include your share of the principal, interest and collection cost. The maximum annual assessment for Fiscal Year 2023-24 and future fiscal years is estimated to be \$256 per EDU for properties with 1-10 EDUs and \$2,560 plus \$74 per EDU for properties greater than 10 EDUs.

Property owners within the North Plantation Key, Woods Corner, and the North Plantation Key Supplemental Assessment Areas are not included in this Wastewater Assessment Area.

Copies of the Assessment Ordinance (Ordinance No. 05-16), the Initial Assessment Resolution (Resolution No. 13-06-32), the Initial Assessment Resolution (Resolution No. 11-06-38), the Final Assessment Resolution (Resolution No. 13-07-42), the Final Assessment Resolution (Resolution No. 11-07-47), the Annual Rate Resolutions initiating the annual process of updating the Assessment Rolls and reimposing the Assessments and the updated Assessment Rolls for the upcoming fiscal year are available for inspection at the Village Clerk's office, located at 86800 Overseas Highway, Islamorada, Florida.

The assessments will be collected on the ad valorem tax bill, 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. The Village Council intends to collect the assessments in not to exceed twenty-five (25) annual assessments, the first of which was included on the November 2011 and the November 2013 ad valorem tax bills respectively. The total annual assessment revenue to be collected within the Village of Islamorada for the Phase 1 (RSA 1) Assessment Area, for the upcoming fiscal year is estimated to be \$1,240,000. The total annual assessment revenue to be collected within the Village of Islamorada for the Phase 2 (RSA 2) Assessment Area, for the upcoming fiscal year is estimated to be \$1,334,000. Future annual assessments may be prepaid at the option of the property owner.

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.

VILLAGE COUNCIL OF
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

adno=3897561-1

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APPENDIX B

NOTICE MAILED TO PROPERTY OWNERS

Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036

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

NOTICE DATE: JULY 27, 2023

«NAME»
«NAME2»
«ADD1» «ADD2»
«CITY», «STATE» «ZIP» «COUNTRY»

Sequence #: «F1»
Alternate Key #: «AK»

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

Dear Property Owner:

The past decade has brought increasing recognition of environmental and other problems associated with stormwater runoff from developed property, including degradation of our surface waters and standing water on our streets and other property. Islamorada, Village of Islands (the "Village") has actively pursued solutions to these problems by developing a comprehensive Stormwater Utility. In addition, the Village's Comprehensive Plan and recent federal regulations mandate improvements to the Village's stormwater management infrastructure. This will require additional expenditures both for capital facilities (land and structures) and operation and maintenance (for example, cleaning and correcting erosion problems in ditches and culverts).

As a result, the Village Council enacted an ordinance to create a Stormwater Utility and provide a dedicated funding source for stormwater management. The Village Council has also adopted an amended and restated Initial Assessment Resolution, which identifies the area receiving stormwater management services from the Village and specifically describes the method of determining the stormwater service assessment for each parcel of property. It is estimated that the Village will collect \$208,000 from the Stormwater Service Assessments for Fiscal Year 2023-24. The area receiving stormwater management services from the Village includes your property.

The Stormwater Service Assessments are based upon the estimated amount of stormwater runoff generated by impervious surface on the property. Impervious surfaces include the roof top, patios, driveways, parking lots and similar areas. The Village has determined that the average single-family residence in the Stormwater Service Area includes 3,322 square feet of impervious surface, which is the value of one "equivalent stormwater unit" or "ESU Value." Generally, the number of ESUs has been calculated individually for each parcel of property by dividing the impervious surface area by 3,322 square feet. Credit for privately maintained stormwater management facilities and other factors affecting the quantity or quality of stormwater runoff has also been applied, resulting in an assignment of Net ESUs. The number of Net ESUs assigned to your property is provided below.

The above parcel is subject to the stormwater 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 Net ESUs on the above parcel is «ESUs».

The annual stormwater assessment for the above parcel is \$_____ for the fiscal year commencing October 1, 2023.

The maximum annual stormwater service assessment for the above parcel is \$«Max_Assmt» for the Village's fiscal year commencing October 1, 2023, and each fiscal year thereafter.

The Village Council will hold a public hearing at 5:30 p.m. on August 17, 2023, at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida, to receive comments on the proposed Stormwater Service Assessments, including their collection on the ad valorem tax bill. You are invited to attend and participate in the hearing. You may also file written objections with the Village Council within twenty (20) 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, if you need a special accommodation or an interpreter to participate in this proceeding, please contact the Village Clerk at (305) 664-6412 at least seven days prior to the date of the hearing.

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.

Because the Stormwater Service Assessment will be collected by the Tax Collector of Monroe County, pursuant to Chapter 197, Florida Statutes, failure to pay the Stormwater Service Assessment will cause a tax certificate to be issued against the assessed property which may result in a loss of title to your property.

If you have any questions regarding the number of Net ESUs assigned to your property or the amount of the Stormwater Service Assessment, please contact the Village at (305) 664-6446, Monday through Friday between 8:00 a.m. and 5:00 p.m.

***** THIS IS NOT A BILL*****

APPENDIX C

**FORM OF CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL**

**CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL**

I HEREBY CERTIFY that, I am the Mayor of the Village Council of Islamorada, Village of Islands, Florida (the "Village"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for stormwater management services (the "Non-Ad Valorem Assessment Roll") for the Village is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Monroe County Tax Collector by September 15, 2023.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Monroe County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this ____ day of _____, 2023.

**ISLAMORADA, VILLAGE OF ISLANDS,
FLORIDA**

By: _____
Joseph B Pinder III, Mayor

[to be delivered to the Monroe County Tax Collector prior to September 15, 2023]



Council Communication

To: Mayor and Village Council
From: Maria Bassett, Finance Director
Date: August 17, 2023
SUBJECT: **Resolution Approving FY 23-24 North Plantation Key Non-Ad Valorem Assessment Rate and Roll - TAB 8**

Background:

On August 23, 2005, the Village Council adopted Ordinance No. 05-16 (the "Assessment Ordinance") authorizing the creation of assessment areas and authorizing the imposition of special assessments to fund the construction of local improvements.

On August 23, 2005, pursuant to the Assessment Ordinance, the Village Council adopted Resolution No. 05-08-42 (the "Initial Assessment Resolution") and on September 15, 2005, the Village Council adopted Resolution No. 05-09-49, (the "Final Assessment Resolution"), thereby creating the North Plantation Key Assessment Area and levying special assessments against property within this area of the Village to fund the cost of construction of the North Plantation Key wastewater collection and treatment system, for a period not to exceed thirty (30) years, commencing November 2005.

On September 9, 2010, the Village Council amended the Initial Assessment Resolution and adopted Resolution No. 10-08-53 thereby changing the methodology for assessment of laundry facilities within the North Plantation Key Assessment Area and providing that a laundry facility shall be counted as having one (1) Equivalent Dwelling Unit ("EDU").

The Assessment Ordinance requires that the Village hold a public hearing to adopt an Annual Assessment Resolution for each subsequent fiscal year. This Annual Assessment Resolution establishes the rate of the assessments, approves the assessment roll, and directs and authorizes the method of collection.

Analysis:

The proposed Annual Assessment Resolution for the North Plantation Key Assessment Area for Fiscal Year 2023-2024 is the nineteenth year of the 30-year assessment. In accordance with the Assessment Ordinance, a notice of the public hearing scheduled for August 17, 2023, was published on July 20, 2023. This public hearing is being held to allow citizen comment prior to the final adoption of the Annual Assessment Resolution and assessment roll.

Budget Impact:

The proposed Annual Assessment Resolution would continue the current annual rates for the North Plantation Key wastewater improvements at a maximum of \$106.96 per EDU and a maximum of \$340.55 per Connection. The North Plantation Key assessment is estimated to

generate total gross revenue in the amount of \$373,000 in Fiscal Year 2023-2024. The funds generated by this assessment will be used to pay debt service obligations on debt incurred to fund construction of the North Plantation Key wastewater collection and treatment system.

Staff Impact:

The assessment program would continue to be administered by the Village staff with assistance from its assessment consultant, Anser Advisory Services.

Recommendation:

It is recommended that the Village Council adopt the attached Annual Rate Resolution for the North Plantation Key Wastewater Assessment Area for the Fiscal Year 2023-2024, beginning October 1, 2023 through September 30, 2024. The assessments will appear on the November 2023 real estate tax bills.

Attachments: 1. 2_Reso_FY23-24_NPK Wastewater NAV_081723 RVCM

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE CONSTRUCTION AND FUNDING OF WASTEWATER COLLECTION AND TREATMENT FACILITIES WITHIN THE NORTH PLANTATION KEY ASSESSMENT AREA; REIMPOSING SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on August 23, 2005, the Village Council ("Council") of Islamorada, Village of Islands, Florida (the "Village"), enacted Ordinance No. 05-16 (the "Ordinance"), to provide for the creation of assessment areas and to authorize the imposition of special assessments to fund the construction of local wastewater improvements to serve the property located therein; and

WHEREAS, on August 23, 2005, the Council adopted Resolution No. 05-08-42 (the "Initial Assessment Resolution") and on September 15, 2005, the Council adopted Resolution No. 05-09-49, (the "Final Assessment Resolution"), thereby proposing creation of the North Plantation Key Assessment Area and describing the method of assessing the cost of Wastewater Collection and Treatment Facilities against the real property specially benefited thereby; and

WHEREAS, On September 9, 2010, the Council amended the Initial Assessment Resolution and adopted Resolution No. 10-08-53 thereby changing the methodology for assessment of Laundry Facility within the Assessment Area and providing that a Laundry Facility shall be counted as having one (1) Equivalent Dwelling Unit ("EDU"); and

WHEREAS, the Council desires to reimpose the Assessment to fund the Wastewater Collection and Treatment Facilities in the North Plantation Key Assessment Area for the Fiscal Year beginning October 1, 2023; and

WHEREAS, pursuant to the provisions of the Ordinance, the Village is required to adopt an Annual Assessment Resolution for each fiscal year to approve the assessment rolls for such fiscal year; and

WHEREAS, properties in the North Plantation Key Assessment Area will accordingly be subject to the previously established assessment amount imposed to fund the Wastewater Collection and Treatment Facilities in the North Plantation Key Assessment Area; and

WHEREAS, the Assessment Roll has heretofore been filed with the office of the Village Manager, as required by the Ordinance; and

WHEREAS, a notice of a public hearing was published which provides notice to all interested persons of an opportunity to be heard; the proof of publication is attached hereto as Appendix A; and

WHEREAS, a public hearing was held on August 17, 2023, to consider comments and objections of all interested persons, as required by the terms of the Ordinance.

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 Ordinance, the Initial Assessment Resolution (as amended), the Final Assessment Resolution, Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

SECTION 3. DEFINITIONS. This Resolution is the Annual Assessment Resolution as defined in the Ordinance. All capitalized terms in this Resolution shall have the meanings defined

in the Ordinance, the Initial Assessment Resolution (as may have been amended), the Final Assessment Resolution and the Preliminary Rate Resolution.

SECTION 4. Reimposition of Annual Assessments to Fund Wastewater Treatment and Collection Facilities.

(A) The Tax Parcels described in the Assessment Roll are hereby found to be specially benefited by construction of the Wastewater Collection and Treatment Facilities in the amount of the maximum annual Assessment set forth in the Assessment Roll. The methodology for computing annual Assessments described in the Initial Assessment Resolution (as amended) and the Final Assessment Resolution is hereby approved.

(B) For the Fiscal Year beginning October 1, 2023, Annual Assessments computed in the manner described in the Initial Assessment Resolution (as amended) and the Final Assessment Resolution are hereby levied and imposed on all Tax Parcels described in the Assessment Roll at a maximum annual rate of \$106.96 per EDU and a maximum annual rate of \$340.55 per Connection, for a period not to exceed thirty (30) years, commencing in November 2005.

SECTION 5. Approval of Assessment Roll. The Assessment Roll for the North Plantation Key Assessment Area, currently on file with the Village Manager and incorporated herein by reference, is hereby approved.

SECTION 6. Assessment Liens.

(A) The Assessments shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption by the

Council of the Annual Assessment Resolution and shall attach to the property included on the Assessment Roll as of the prior January 1, the lien date for ad valorem taxes.

(B) As to any Tax Parcel that is acquired by a public entity through condemnation, negotiated sale or otherwise prior to adoption of the next Annual Assessment Resolution, the Adjusted Prepayment Amount shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption by the Council of the Annual Assessment Resolution and shall attach to the property included on the Assessment Roll upon adoption of the Annual Assessment Resolution.

SECTION 7. Collection of Assessments. The Assessments shall be collected pursuant to the Uniform Assessment Collection Act. Upon adoption of the Annual Assessment Resolution, the Village Manager shall cause the certification and delivery of the Assessment Roll to the Tax Collector by September 15, 2023, in the manner prescribed by the Uniform Assessment Collection Act. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix B.

SECTION 8. Severability. If any clause, section, or other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or application of this Resolution.

SECTION 9. Effect of Adoption of Resolution. The adoption of this Annual Assessment Resolution shall be the final adjudication of the issues presented herein (including,

but not limited to, the method of apportionment, the rate of assessment, the Assessment Roll, and the levy and lien of the North Plantation Key Assessment for the Wastewater Collection and Treatment Facilities) unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within twenty (20) days from the date of this Annual Assessment Resolution.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Motion to adopt by Councilman_____, 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 ON THIS 17TH DAY OF AUGUST 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

APPENDIX A
PROOF OF PUBLICATION



The Florida Keys Only Daily Newspaper, Est. 1876

PO Box 1800, Key West FL 33041

P: (305) 292-7777 ext. 219 F: (305) 295-8025

legals@keysnews.com

ISLAMORADA VILLAGE OF ISLANDS
86800 OVERSEAS HWY
ISLAMORADA FL 33036-3162

Account: 421294

Ticket: 3897559

PUBLISHER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF MONROE

[legal.text]

Before the undersigned authority personally appeared

_____Melinda Prescott_____, who on oath says that he or she is

The legal advertising representative of the Key West Citizen, a five day newspaper published in Key West, in Monroe County, Florida; that the attached copy of advertisement, being a legal notice in the matter of _____ was published in said newspaper in the issues of:

Thursday, July 20, 2023

Affiant further says that the Key West Citizen is a newspaper published in Key West, in said Monroe County, Florida and that the said newspapers has heretofore been continuously published in said Monroe County, Florida Tuesday thru Saturday weekly, and has been entered as periodicals matter at the post office in Key West, in said Monroe County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Melinda Prescott

(Signature of Affiant)

Affirmed and subscribed before me this 20th day of July 2023

Jill Kelli Di Benedetto

(Notary Public Signature)

_____Jill Kelli Di Benedetto_____

(Notary Public Printed Name)

My commission expires _____8/19/2023_____

Personally Known X Produced Identification _____

Type of Identification Produced _____ (Notary Seal)_____



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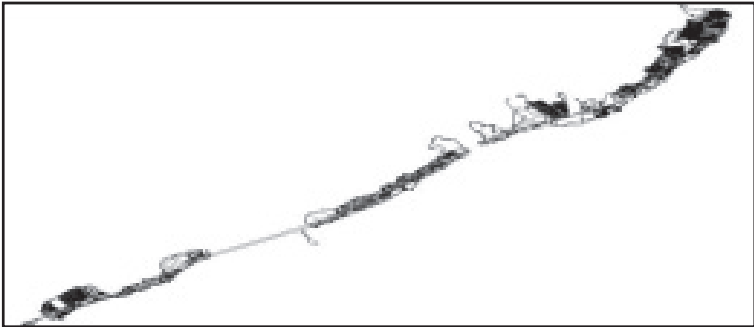
Florida Keys
BRIDAL

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keysnews.com
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IN LOCATIONS
throughout
THE
KEYS

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 17, 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 shall be \$490.00 per Dwelling Unit. The maximum rate of assessment that can be imposed in the fiscal year commencing October 1, 2023 and 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) 664-6445, 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

adno=3897563-1



NOTICE OF HEARING TO REIMPOSE AND PROVIDE
FOR COLLECTION OF ASSESSMENTS FOR
WASTEWATER COLLECTION AND TREATMENT
FACILITIES FOR NORTH PLANTATION KEY AND
NORTH PLANTATION KEY SUPPLEMENTAL

Notice is hereby given that the Village Council of Islamorada, Village of Islands, will conduct a public hearing to consider reimposing assessments for the Fiscal Year beginning October 1, 2023, against certain properties located within the North Plantation Key Assessment Area and the North Plantation Key Supplemental Assessment Area, as shown above, to fund Wastewater Collection and Treatment Facilities 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. or as soon thereafter as possible on August 17, 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 twenty (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 assessment revenue to be collected within the Village of Islamorada for the upcoming fiscal year for the North Plantation Key Assessment Area is \$383,000 and for the North Plantation Key Supplemental Assessment Area is estimated to be \$2,450.

The maximum annual rate of assessment for the North Plantation Key Assessment Area for the upcoming fiscal year commencing on October 1, 2023, and future fiscal years shall be \$106.96 per EDU and a maximum annual rate of assessment of \$340.55 per Connection.

The original rules established for the North Plantation Key Assessment Area assigned one equivalent dwelling unit (EDU) to each single-family tax parcel and 0.8 EDUs to each multi-family dwelling unit. In 2009, the Village Council decided to provide for a uniform set of rules for the calculation of wastewater assessments throughout the Village. The uniform rules assign one (1) EDU to each single-family dwelling unit and one (1) EDU to each multi-family dwelling unit. The application of the uniform rules to the North Plantation Key Assessment Area produces supplemental assessment amounts for affected properties. The supplemental assessment for each affected parcel of property is based upon the number of additional EDUs attributable to the property based on the uniform rules (one (1) EDU for every additional single family dwelling unit and 0.2 EDUs for each multi-family dwelling unit). The annual assessment will include your share of the principal, interest, and collection costs. The maximum annual assessment is estimated to be \$132.00 per EDU (which equals \$27.00 for each multi-family dwelling unit and \$132.00 for each additional single family dwelling unit) for Fiscal Year 2023-24 and future fiscal years.

Copies of the Assessment Ordinance (Ordinance No. 05-16), the Initial Assessment Resolution (Resolution No. 05-08-42), the Initial Assessment Resolution (Resolution No. 09-08-68), the Final Assessment Resolution (Resolution No. 05-09-49), the Final Assessment Resolution (Resolution No. 09-09-77), the Annual Rate Resolutions initiating the annual process of updating the Assessment Rolls and reimposing the Assessments, and the updated Assessment Rolls 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

adno=3897559-1

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APPENDIX B

FORM OF CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL

**CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL**

I HEREBY CERTIFY that, I am the Mayor of the Village Council of Islamorada, Village of Islands, Florida (the "Village"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for wastewater collection and treatment facilities (the "Non-Ad Valorem Assessment Roll") for North Plantation Key is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Monroe County Tax Collector by September 15, 2023.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Monroe County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this ____ day of _____, 2023.

By: _____
Joseph B Pinder III, Mayor

[to be delivered to the Monroe County Tax Collector prior to September 15, 2023]



Council Communication

To: Mayor and Village Council
From: Maria Bassett, Finance Director
Date: August 17, 2023
SUBJECT: **Resolution Approving FY 23-24 North Plantation Key Supplemental Wastewater Non-Ad Valorem Assessment Rate and Roll - TAB 9**

Background:

On August 23, 2005, the Village Council adopted Ordinance No. 05-16 thereby authorizing the creation of Assessment Areas and authorizing the imposition of Assessments to fund related local capital improvements.

In September 2009, pursuant to this Assessment Ordinance, the Village Council adopted Resolution No. 09-08-68 (the "Initial Assessment Resolution") and Resolution No. 09-09-77 (the "Final Assessment Resolution"), thereby levying a supplemental special assessment program for North Plantation Key parcels based on assessment rule changes as follows:

- Multifamily dwelling units and residential condos that were previously assessed for 0.8 EDU received a supplemental assessment of 0.2 Equivalent Dwelling Unit ("EDU");
- Single family residential properties with more than one (1) dwelling unit on the parcel received a supplemental assessment of 1.0 EDU for each additional dwelling unit.

These changes made the North Plantation Key assessment program consistent with the assessments for the remainder of the Village's wastewater service areas at that time.

The Assessment Ordinance requires that the Village hold a public hearing to annually adopt an Annual Assessment Resolution for each subsequent fiscal year. This Annual Assessment Resolution establishes the rate of the assessments, approves the assessment roll, and directs and authorizes the method of collection.

Analysis:

The attached Annual Assessment Resolution for the North Plantation Key Supplemental Assessment Area for Fiscal Year 2023-2024 is the fifteenth year of the 26-year assessment. In accordance with the Assessment Ordinance, a notice of the public hearing scheduled for August 17, 2023, was published on July 20, 2023. This public hearing is being held to allow citizen comment prior to the final adoption of the Annual Assessment Resolution and assessment roll.

Budget Impact:

The proposed Annual Assessment Resolution for Fiscal Year 2023-2024 would continue the current annual rates for the North Plantation Key Supplemental assessment program. The maximum annual rate is \$27.00 per 0.2 EDUs for Multifamily Dwelling Units and a maximum annual rate of \$132.00 per EDU for Multiple Single-Family Dwelling Unit Parcels. The North

Plantation Key Supplemental assessment is estimated to generate revenue in the amount of \$2,450.00 in Fiscal Year 2023-2024. The funds generated by this assessment are used to pay debt service obligations on debt incurred to fund construction of the North Plantation Key wastewater collection and treatment system.

Staff Impact:

The assessment program would be administered by the Village staff with the assistance of its assessment consultant, Anser Advisory Services.

Recommendation:

It is recommended that the Village Council adopt the Annual Assessment Resolution for the North Plantation Key Supplemental Assessment Area for an assessment beginning October 1, 2023 through September 30, 2024. The assessments would appear on the November 2023 real estate tax bills.

Attachments: 1. 2_Reso_FY23-24_NPK Supp NAV_081723 RVCM

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE CONSTRUCTION AND FUNDING OF WASTEWATER COLLECTION AND TREATMENT FACILITIES WITHIN THE NORTH PLANTATION KEY SUPPLEMENTAL ASSESSMENT AREA; REIMPOSING SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on August 23, 2005, the Village Council ("Council") of Islamorada, Village of Islands, Florida (the "Village"), enacted Ordinance No. 05-16 (the "Ordinance"), to provide for the creation of assessment areas and authorize the imposition of special assessments to fund the construction of local improvements to serve the property located therein; and

WHEREAS, on August 20, 2009, the Village Council adopted Resolution No. 09-08-68, the North Plantation Key Supplemental Initial Assessment Resolution (the "Initial Assessment Resolution"), thereby proposing creation of the North Plantation Key Supplemental Assessment Area consisting of all Multifamily Property within the North Plantation Key Assessment Area and all Multiple Single Family Dwelling Unit Parcels within the North Plantation Key Assessment Area, describing the method of assessing the cost of Wastewater Collection and Treatment Facilities against the real property specially benefited thereby, and directing the preparation of the preliminary Assessment Roll and the provision of notices required by the Ordinance; and

WHEREAS, on September 14, 2009, the Village Council adopted Resolution No. 09-09-77, the North Plantation Key Supplemental Final Assessment Resolution (the "Final Assessment Resolution"), thereby confirming the creation of the North Plantation Key Supplemental

Assessment Area, imposing supplemental special assessments, approving the Assessment Roll and providing for collection of the assessments within the Supplemental Assessment Area; and

WHEREAS, pursuant to the provisions of the Ordinance, the Village is required to adopt an Annual Assessment Resolution for each fiscal year to approve the assessment rolls for such fiscal year; and

WHEREAS, this Resolution shall serve as the Annual Assessment Resolution for the Fiscal Year 2023-2024; and

WHEREAS, properties within the North Plantation Key Supplemental Assessment Area will accordingly be subject to the previously established assessment amount imposed to fund the Wastewater Collection and Treatment Facilities in the North Plantation Key Supplemental Assessment Area; and

WHEREAS, the Assessment Roll has been filed with the office of the Village Manager, as required by the Ordinance; and

WHEREAS, a notice of a public hearing was published which provides notice to all interested persons of an opportunity to be heard; the proof of publication is attached hereto as Appendix A; and

WHEREAS, a public hearing was held on August 17, 2023 to consider comments and objections of all interested persons.

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

Section 1. **Authority.** This Resolution is adopted pursuant to the Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution, Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

Section 2. Definitions. This Resolution is the Annual Assessment Resolution for the Fiscal Year 2023-2024 as defined in the Ordinance. All capitalized terms in this Resolution shall have the meanings defined in the Ordinance, the Initial Assessment Resolution, and the Final Assessment Resolution.

Section 3. Annual Assessments to Fund Wastewater Treatment and Collection Facilities.

(A) The Tax Parcels described in the Assessment Roll are hereby found to be specially benefited by construction of the Wastewater Collection and Treatment Facilities in the amount of the maximum annual Assessment set forth in the Assessment Roll. The methodology for computing annual Assessments described in the Initial Assessment Resolution, as amended by the Final Assessment Resolution, is hereby approved.

(B) For the Fiscal Year beginning October 1, 2023, Annual Assessments computed in the manner described in the Initial Assessment Resolution, as amended, are hereby levied and reimposed on all Tax Parcels described in the Assessment Roll at a maximum annual rate of \$27.00 per 0.2 Equivalent Dwelling Units ("EDU") for Multifamily Dwelling Units and a maximum annual rate of \$132.00 per EDU for Multiple Single Family Dwelling Unit Parcels for a period not to exceed twenty-six (26) years, commencing in November 2009.

Section 4. Approval of Assessment Roll. The Assessment Roll for the North Plantation Key Supplemental Assessment Area, currently on file with the Village Manager and incorporated herein by reference, is hereby approved.

Section 5. Assessment Liens.

(A) The Assessments shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption by the Council of the Annual Assessment Resolution and shall attach to the property included on the Assessment Roll as of the prior January 1, the lien date for ad valorem taxes.

(B) As to any Tax Parcel that is acquired by a public entity through condemnation, negotiated sale or otherwise prior to adoption of the next Annual Assessment Resolution, the Adjusted Prepayment Amount shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption by the Council of the Annual Assessment Resolution and shall attach to the property included on the Assessment Roll upon adoption of the Annual Assessment Resolution.

Section 6. Collection of Assessments. The Assessments shall be collected pursuant to the Uniform Assessment Collection Act. Upon adoption of the Annual Assessment Resolution, the Village Manager shall cause the certification and delivery of the Assessment Roll to the Tax Collector by September 15, 2023, in the manner prescribed by the Uniform Assessment Collection Act. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix B.

Section 7. **Severability.** If any clause, section, or other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or application of this Resolution.

Section 8. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

[THE REMAINDER OF THIS PAGE INTENTIONALLY BLANK]

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 ON THIS 17TH DAY OF AUGUST 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

APPENDIX A
PROOF OF PUBLICATION



The Florida Keys Only Daily Newspaper, Est. 1876
PO Box 1800, Key West FL 33041
P: (305) 292-7777 ext. 219 F: (305) 295-8025
legals@keysnews.com

ISLAMORADA VILLAGE OF ISLANDS
86800 OVERSEAS HWY
ISLAMORADA FL 33036-3162

Account: 421294

Ticket: 3897559

PUBLISHER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF MONROE

[legal.text]

Before the undersigned authority personally appeared

_____Melinda Prescott_____, who on oath says that he or she is

The legal advertising representative of the Key West Citizen, a five day newspaper published in Key West, in Monroe County, Florida; that the attached copy of advertisement, being a legal notice in the matter of _____ was published in said newspaper in the issues of:

Thursday, July 20, 2023

Affiant further says that the Key West Citizen is a newspaper published in Key West, in said Monroe County, Florida and that the said newspapers has heretofore been continuously published in said Monroe County, Florida Tuesday thru Saturday weekly, and has been entered as periodicals matter at the post office in Key West, in said Monroe County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Melinda Prescott

(Signature of Affiant)

Affirmed and subscribed before me this 20th day of July 2023

Jill Kelli Di Benedetto

(Notary Public Signature)

_____Jill Kelli Di Benedetto_____
(Notary Public Printed Name)

My commission expires _____8/19/2023_____

Personally Known X Produced Identification _____
Type of Identification Produced _____ (Notary Seal)_____



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EDITION

IN LOCATIONS
throughout
THE
KEYS

Florida Keys
BRIDAL

GET THE
LATEST EDITION

IN LOCATIONS
throughout
THE
KEYS

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 17, 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 shall be \$490.00 per Dwelling Unit. The maximum rate of assessment that can be imposed in the fiscal year commencing October 1, 2023 and 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) 664-6445, 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**

NOTICE OF HEARING TO REIMPOSE AND PROVIDE FOR COLLECTION OF ASSESSMENTS FOR WASTEWATER COLLECTION AND TREATMENT FACILITIES FOR NORTH PLANTATION KEY AND NORTH PLANTATION KEY SUPPLEMENTAL

Notice is hereby given that the Village Council of Islamorada, Village of Islands, will conduct a public hearing to consider reimposing assessments for the Fiscal Year beginning October 1, 2023, against certain properties located within the North Plantation Key Assessment Area and the North Plantation Key Supplemental Assessment Area, as shown above, to fund Wastewater Collection and Treatment Facilities 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. or as soon thereafter as possible on August 17, 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 twenty (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 assessment revenue to be collected within the Village of Islamorada for the upcoming fiscal year for the North Plantation Key Assessment Area is \$383,000 and for the North Plantation Key Supplemental Assessment Area is estimated to be \$2,450.

The maximum annual rate of assessment for the North Plantation Key Assessment Area for the upcoming fiscal year commencing on October 1, 2023, and future fiscal years shall be \$106.96 per EDU and a maximum annual rate of assessment of \$340.55 per Connection.

The original rules established for the North Plantation Key Assessment Area assigned one equivalent dwelling unit (EDU) to each single-family tax parcel and 0.8 EDUs to each multi-family dwelling unit. In 2009, the Village Council decided to provide for a uniform set of rules for the calculation of wastewater assessments throughout the Village. The uniform rules assign one (1) EDU to each single-family dwelling unit and one (1) EDU to each multi-family dwelling unit. The application of the uniform rules to the North Plantation Key Assessment Area produces supplemental assessment amounts for affected properties. The supplemental assessment for each affected parcel of property is based upon the number of additional EDUs attributable to the property based on the uniform rules (one (1) EDU for every additional single family dwelling unit and 0.2 EDUs for each multi-family dwelling unit). The annual assessment will include your share of the principal, interest, and collection costs. The maximum annual assessment is estimated to be \$132.00 per EDU (which equals \$27.00 for each multi-family dwelling unit and \$132.00 for each additional single family dwelling unit) for Fiscal Year 2023-24 and future fiscal years.

Copies of the Assessment Ordinance (Ordinance No. 05-16), the Initial Assessment Resolution (Resolution No. 05-08-42), the Initial Assessment Resolution (Resolution No. 09-08-68), the Final Assessment Resolution (Resolution No. 05-09-49), the Final Assessment Resolution (Resolution No. 09-09-77), the Annual Rate Resolutions initiating the annual process of updating the Assessment Rolls and reimposing the Assessments, and the updated Assessment Rolls 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 CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL**

**CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL**

I HEREBY CERTIFY that, I am the Vice Mayor of the Village Council of Islamorada, Village of Islands, Florida (the "Village"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for wastewater collection and treatment facilities (the "Non-Ad Valorem Assessment Roll") for North Plantation Key Supplemental is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Monroe County Tax Collector by September 15, 2023.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Monroe County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this ____ day of _____, 2023.

**ISLAMORADA, VILLAGE OF ISLANDS,
FLORIDA**

By: _____
Joseph B Pinder III, Mayor

[to be delivered to Monroe County Tax Collector prior to September 15, 2023]



Council Communication

To: Mayor and Village Council
From: Maria Bassett, Finance Director
Date: August 17, 2023
SUBJECT: **Resolution Approving the FY 23-24 North Plantation Key Woods Corner Wastewater Non-Ad Valorem Assessment Rate and Roll - TAB 10**

Background:

On August 23, 2005, the Village Council adopted Ordinance No. 05-16 (the "Assessment Ordinance"), thereby authorizing the creation of assessment areas and authorizing the imposition of special assessments to fund the construction of local improvements and related services.

On July 10, 2008, pursuant to the Assessment Ordinance, the Village Council adopted Resolution No. 08-07-41 (the Initial Assessment Resolution") and on August 7, 2008, the Village Council adopted Resolution No. 08-08-49 (the Final Assessment Resolution"), thereby creating the Woods Corner Assessment Area and levying special assessments to fund and defer the connection fees and administrative costs of access to wastewater collection service for properties within the Woods Corner Assessment Area.

On September 9, 2010, the Village Council adopted Resolution No. 10-09-61, which amended the definition of Connection as set forth in the Initial Assessment Resolution and adjusted the Connection assigned to each parcel to 0.125.

The Assessment Ordinance requires that the Village hold a public hearing to adopt an Annual Assessment Resolution for each subsequent fiscal year. This Annual Assessment Resolution establishes the rate of the assessments, approves the assessment roll, and directs and authorizes the method of collection.

Analysis:

The proposed Annual Rate Resolution for Woods Corner Assessment Area for Fiscal Year 2023-2024 is the sixteenth year of the thirty (30) year assessment period. In accordance with the Assessment Ordinance, a notice of the public hearing scheduled for August 17, 2023, was published on July 20, 2023. This public hearing is being held to allow citizen comment prior to the final adoption of the Annual Assessment Resolution and assessment roll for FY 2023-2024.

Budget Impact:

The proposed Annual Assessment Resolution would continue the current annual rates for Woods Corner wastewater improvements at \$263.00 per Equivalent Dwelling Unit ("EDU"), with a maximum annual rate of \$842.00 per Connection or \$105.25 per each 0.125

Connection. The Woods Corner wastewater assessment is estimated to generate revenue in the amount of \$5,600.00 in Fiscal Year 2023-2024. The funds generated by this assessment will be used to pay debt service obligations on debt incurred to fund construction of the North Plantation Key wastewater collection and treatment system which services the Woods Corner Assessment Area.

Staff Impact:

The assessment program would be administered by the Village staff with the assistance of outside consultants.

Recommendation:

It is recommended that the Village Council adopt the Annual Assessment Resolution for the Woods Corner Assessment Area for an assessment beginning October 1, 2023 through September 30, 2024. The assessments would appear on the November 2023 real estate tax bills.

Attachments: 1. 2_Reso_FY23-24_Woods Corner Wastewater NAV_081723 RVCM

RESOLUTION NO. 23-

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE
COLLECTION OF WASTEWATER FEES AND ADMINISTRATIVE
COSTS WITHIN THE WOODS CORNER ASSESSMENT AREA;
REIMPOSING SPECIAL ASSESSMENTS FOR THE FISCAL YEAR
BEGINNING OCTOBER 1, 2023; APPROVING THE ASSESSMENT
ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS;
AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, on August 23, 2005, the Village Council ("Council") of Islamorada, Village of Islands, Florida, (the "Village") enacted Ordinance No. 05-16 (the "Ordinance"), providing for the creation of assessment areas and authorizing the imposition of special assessments to fund the construction of local improvements to serve the property located therein; and

WHEREAS, on July 10, 2008, the Council adopted Resolution No. 08-07-41 (the "Initial Assessment Resolution") for Woods Corner Connection Fees and Administrative Costs, thereby proposing the creation of the Woods Corner Assessment Area and describing the method of assessing and deferring the cost of Wastewater Connection Fees and Administrative Costs against the real property that will be specially benefited thereby and directing preparation of the preliminary Assessment Roll and provision of the notices required by the Ordinance; and

WHEREAS, on August 7, 2008, the Council adopted Resolution No. 08-08-49, (the "Final Assessment Resolution"), thereby confirming the creation of the Woods Corner Assessment Area, imposing special assessments, approving the assessment roll and providing for collection of the assessments in the Woods Corner Assessment Area; and

WHEREAS, on September 9, 2010, the Council adopted Resolution No. 10-09-61, which amended the definition of "Connection" set forth in the Initial Assessment Resolution and adjusted the Connection assigned to each parcel to 0.125; and

WHEREAS, the Council desires to reimpose the Assessment for Wastewater Connection Fees and Administrative Costs within the Woods Corner Assessment Area using the tax bill collection method for the Fiscal Year beginning October 1, 2023 through September 30, 2024; and

WHEREAS, pursuant to the provisions of the Ordinance, the Village is required to adopt an Annual Assessment Resolution each fiscal year to approve the assessment rolls for such fiscal year; and

WHEREAS, properties in the Woods Corner Assessment Area will accordingly be subject to the previously established Assessment imposed to fund the Woods Corner Connection Fees and Administrative Costs; and

WHEREAS, the Assessment Roll has heretofore been filed with the office of the Village Manager, as required by the Ordinance; and

WHEREAS, as required by the terms of the Ordinance, a notice of a public hearing was provided, and the proof of publication is attached hereto as Appendix A; and

WHEREAS, a public hearing was held on August 17, 2023, to consider and hear comments and objections of all interested persons as required by the terms of the Ordinance.

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

Section 1. Authority. This Resolution is adopted pursuant to the Ordinance, the Initial Assessment Resolution (as amended), the Final Assessment Resolution, Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law,

Section 2. Definitions. This Resolution constitutes the Annual Assessment Resolution as defined in the Ordinance. All Capitalized terms in this resolution shall have the meanings defined in the Ordinance, the Initial Assessment Resolution and the Final Assessment Resolutions, as amended.

Section 3. Reimposition of Annual Assessments to Fund Wastewater Connection Fees and Administrative Costs.

(A) The Tax Parcels described in the Assessment Roll are hereby found to be specially benefited by funding and allowing deferred payment of the Wastewater Connection Fees and Administrative Costs in the amount of the maximum annual Assessment set forth in the Assessment Roll.

(B) Annual Assessments computed in the manner described in the Initial Assessment Resolution, as amended, are hereby adjusted, levied and imposed on all Tax Parcels described in the Assessment Roll at a maximum annual rate of \$263.00 per Equivalent Dwelling Unit ("EDU"), and a maximum annual rate of \$842.00 per Connection or \$105.25 per each 0.125 Connection for a period not to exceed thirty (30) years, commencing in November 2008.

Section 4. Approval of Assessment Roll. The Assessment Roll for the Woods Corner Assessment Area, currently on file with the Village Manager and incorporated herein by reference, is hereby approved.

Section 5. Assessment Liens.

(A) The Assessments shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption by the Council of the Annual Assessment Resolution and shall attach to the property included on the Assessment Roll as of the prior January 1, the lien date for ad valorem taxes.

(B) As to any Tax Parcel that is acquired by a public entity through condemnation, negotiated sale or otherwise prior to adoption of the next Annual Assessment Resolution, the Adjusted Prepayment Amount shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption by the Council of the Annual Assessment Resolution and shall attach to the property included on the Assessment Roll upon adoption of the Annual Assessment Resolution.

Section 6. Collection of Assessments. The Assessments shall be collected pursuant to the Uniform Assessment Collection Act. Upon adoption of the Annual Assessment Resolution for each Fiscal Year, the Village Manager shall cause the certification and delivery of the Assessment Roll to the Tax Collector by September 15, 2023, in the manner prescribed by the Uniform Assessment Collection Act. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix B.

Section 7. Effect of Adoption of Resolution. The adoption of this Annual Assessment Resolution shall be the final adjudication of the issues presented herein (including, but not limited to, the method of apportionment, the rate of assessment, the Assessment Roll, and the levy and lien of the Assessments for Wastewater Connection Fess and Administrative Costs) unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within twenty (20) days from the adoption date of this Annual Assessment Resolution.

Section 8. Severability. If any clause, section, or other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or application of this Resolution.

Section 9. Effective Date. This Resolution shall take effect immediately upon its adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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 ON THIS 17TH DAY OF AUGUST 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

APPENDIX A
PROOF OF PUBLICATION



The Florida Keys Only Daily Newspaper, Est. 1876

PO Box 1800, Key West FL 33041

P: (305) 292-7777 ext. 219 F: (305) 295-8025

legals@keysnews.com

ISLAMORADA VILLAGE OF ISLANDS
86800 OVERSEAS HWY
ISLAMORADA FL 33036-3162

Account: 421294

Ticket: 3897557

PUBLISHER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF MONROE

[legal.text]

Before the undersigned authority personally appeared

_____Melinda Prescott_____, who on oath says that he or she is

The legal advertising representative of the Key West Citizen, a five day newspaper published in Key West, in Monroe County, Florida; that the attached copy of advertisement, being a legal notice in the matter of _____ was published in said newspaper in the issues of:

Thursday, July 20, 2023

Affiant further says that the Key West Citizen is a newspaper published in Key West, in said Monroe County, Florida and that the said newspapers has heretofore been continuously published in said Monroe County, Florida Tuesday thru Saturday weekly, and has been entered as periodicals matter at the post office in Key West, in said Monroe County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Melinda Prescott

(Signature of Affiant)

Affirmed and subscribed before me this 20th day of July 2023

Jill Kelli Di Benedetto

(Notary Public Signature)

_____Jill Kelli Di Benedetto_____

(Notary Public Printed Name)

My commission expires _____8/19/2023_____

Personally Known X Produced Identification _____

Type of Identification Produced _____ (Notary Seal)_____



SCIENCE

Humans’ impact on Earth began new epoch in 1950s called the Anthropocene

BY SETH BORENSTEIN
The Associated Press

From climate change to species loss and pollution, humans have etched their impact on Earth with such strength and permanence since the middle of the 20th century that a special team of scientists says a new geologic epoch began then.

Called the Anthropocene — and derived from the Greek terms for “human” and “new” — this epoch started sometime between 1950 and 1954, according to the scientists. While there is evidence worldwide that captures the impact of burning fossil fuels, detonating nuclear weapons and dumping fertilizers and plastics on land and in waterways, the scientists are proposing a small but deep lake outside of Toronto, Canada — Crawford Lake — to place a historic marker.

“It’s quite clear that the scale of change has intensified unbelievably and that has to be human impact,” said University of Leicester geologist Colin Waters, who chaired the Anthropocene Working Group.

This puts the power of humans in a somewhat similar class with the meteorite that

crashed into Earth 66 million years ago, killing off dinosaurs and starting the Cenozoic Era, or what is conversationally known as the age of mammals. But not quite. While that meteorite started a whole new era, the working group is proposing that humans only started a new epoch, which is a much smaller geologic time period.

The group aims to determine a specific start date of the Anthropocene by measuring plutonium levels at the bottom of Crawford Lake.

The idea of the Anthropocene was proposed at a science conference more than 20 years ago by the late Nobel Prize-winning chemist Paul Crutzen. Teams of scientists have debated the issue since then and finally set up the working group to study whether it was needed and, if so, when the epoch would start and where it would be commemorated.

Crawford Lake, which is 79 feet (29 meters) deep and 258,333 square feet (24,000 square meters) in area, was chosen over 11 other sites because the annual effects of human activity on the earth’s soil, atmosphere and biology are so clearly preserved in its layers of sediment. That



COLE BURSTON/The Associated Press

Trees surround Crawford Lake in Milton, Ontario, on Monday, July 10. A team of scientists is recommending the start of a new geological epoch defined by how humans have impacted the Earth should be marked at the pristine Crawford Lake outside Toronto in Canada.

includes everything from nuclear fallout to species-threatening pollution to steadily rising temperatures.

There are distinct and multiple signals starting around 1950 in Crawford Lake showing that “the effects of humans overwhelm the Earth system,” said Francine McCarthy, a committee member who specializes in that site as an Earth sciences professor at Brock University in Canada.

“The remarkably preserved

annual record of deposition in Crawford Lake is truly amazing,” said U.S. National Academies of Sciences President Marcia McNutt, who wasn’t part of the committee.

The Anthropocene shows the power — and hubris — of humankind, several scientists said.

“The hubris is in imagining that we are in control,” said former U.S. White House science adviser John Holdren,

who was not part of the working group of scientists and disagrees with its proposed start date, wanting one much earlier. “The reality is that our power to transform the environment has far exceeded our understanding of the consequences and our capacity to change course.”

Geologists measure time in eons, eras, periods, epochs and ages. The scientific working group is proposing that Anthropocene Epoch

followed the Holocene Epoch, which started about 11,700 years ago at the end of an ice age.

They are also proposing that it starts a new age, called Crawfordian after the lake chosen as its starting point.

The proposal still needs to be approved by three different groups of geologists and could be signed off at a major conference next year.

The reason geologists didn’t declare the Anthropocene the start of a bigger and more important time measurement, such as a period, is because the current Quaternary Period, which began nearly 2.6 million years ago, is based on permanent ice on Earth’s poles, which still exist. But in a few hundred years, if climate change continues and those disappear, it may be time to change that, Waters said.

“If you know your Greek tragedies you know power, hubris, and tragedy go hand in hand,” said Harvard science historian Naomi Oreskes, a working group member. “If we don’t address the harmful aspects of human activities, most obviously disruptive climate change, we are headed for tragedy.”

Mammals may have hunted down dinosaurs, rare fossil suggests

BY MADDIE BURAKOFF
The Associated Press

NEW YORK — An unusual find in China suggests some early mammals may have hunted dinosaur for dinner.

The fossil shows a badgerlike creature chomping down on a small, beaked dinosaur, their skeletons intertwined. The find comes from a site known as “China’s Pompeii,” where mud and debris from long-ago volcanoes buried creatures in their tracks.

“It does seem like this is a prehistoric hunt, captured in stone, like a freeze frame,” University of Edinburgh paleontologist Steve Brusatte, who was not involved with the study, said in an email.

The fossil, described Tuesday in the journal *Scientific Reports*, shows two creatures from around 125 million years ago, during the Cretaceous period.

Even though the mammal is much smaller, researchers think it was attacking the dinosaur when they both got caught in the volcanic flow, said study author Jordan Mallon, a paleobiologist at the Canadian Museum of Nature. The mammal is perched on the dinosaur, its paws gripping the reptile’s jaw and a hind limb while its teeth plunge into the ribcage.

“I’ve never seen a fossil like this before,” Mallon said.



GANG HAN/The Associated Press

This image provided by the Canadian Museum of Nature shows entangled dinosaur and mammal skeletons. The scale bar equals 10 cm. The unusual fossil from China suggests some early mammals may have hunted down dinosaur meat for dinner. The fossil shows a badger-like creature chomping down on a beaky dinosaur three times its size.

That mammals ate dinosaur meat had been proposed before: another fossil showed a mammal died with dinosaur remains in its gut. But the new find also suggests that mammals may have actually preyed on dinosaurs several times their size, and didn’t just scavenge ones that were already dead, Mallon said.

The study authors acknowledged that there have been some fossil forgeries known from this part of the world, which Mallon said was a concern when they started their research. But after doing their own preparations of the skeletons and analyzing the rock samples, he said they were confident that the fossil — which was found by a farmer

in 2012 — was genuine, and would welcome other scientists to study the fossil as well.

The mammal in the fossil duo is the meat-eating *Repenomamus robustus*, about the size of a house cat, Mallon said. The dinosaur — *Psittacosaurus lujiatunensis* — was about as big as a medium-sized dog with a parrotlike beak.

This species was a plant eater, but other dinosaurs were meat eaters or ate both. In the end, dinosaurs were probably still eating mammals more often than the other way around, Mallon said.

“And yet we now know that the mammals were able to fight back, at least at times,” he said.

Vanishing whale’s decline worse than previously thought, feds say

BY PATRICK WHITTLE
The Associated Press

PORTLAND, Maine — A review of the status of a vanishing species of whale found that the animal’s population is in worse shape than previously thought, federal ocean regulators said Monday.

The North Atlantic right whale numbers less than 350, and it has been declining in population for several years. The federal government declared the whale’s decline an “unusual mortality event,”

which means an unexpected and significant die-off, in 2017.

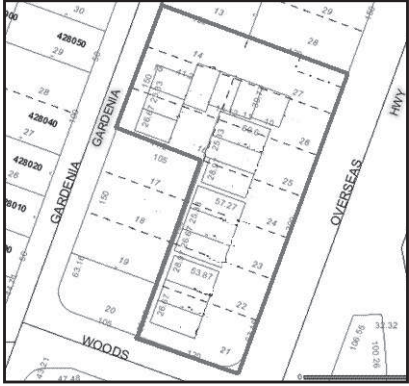
The National Oceanic and Atmospheric Administration released new data that 114 of the whales have been documented as dead, seriously injured or sub-lethally injured or sick since the start of the mortality event. That is an increase of 16 whales since the previous estimate released earlier this year.

The agency recently completed a review of the whales using photographs from researchers and surveys to

create the new estimate, said Andrea Gomez, a spokesperson for NOAA.

“Additional cases will continue to be reviewed, and animals will be added if appropriate, as more information is obtained,” Gomez said.

Thirty-six of the 114 whales included in the estimate had died, NOAA documents state. The agency cautioned that only about a third of right whale deaths are documented, so the total number of dead or injured animals could be much higher.



NOTICE OF HEARING TO REIMPOSE AND PROVIDE FOR COLLECTION OF ASSESSMENTS FOR FUNDING OF WASTEWATER CONNECTION FEES AND ADMINISTRATIVE COSTS WITHIN THE WOODS CORNER ASSESSMENT AREA

Notice is hereby given that the Village Council of Islamorada, Village of Islands, will conduct a public hearing to consider reimposing assessments for the Fiscal Year beginning October 1, 2023, against certain improved residential properties located within the Woods Corner Assessment Area as shown above, to fund Wastewater Connection Fees and Administrative Costs 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. or as soon thereafter as possible on August 17, 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 twenty (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 assessment revenue to be collected within the Village of Islamorada for the upcoming fiscal year is estimated to be \$5,600.00. The maximum rate of assessment for the upcoming Fiscal Year commencing on October 1, 2023 and future Fiscal Years shall be \$263.00 per EDU and a maximum rate of assessment of \$842.00 per Connection. Copies of the Assessment Ordinance (Ordinance No. 05-16), the Initial Assessment Resolution (Resolution No. 08-07-41), the Final Assessment Resolution (Resolution No. 08-08-49), the Annual Rate Resolution initiating the annual process of updating the Assessment Roll and reimposing the 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 CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL**

**CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL**

I HEREBY CERTIFY that, I am the Vice Mayor of Islamorada, Village of Islands, Florida or the authorized agent of Islamorada, Village of Islands, Florida (the "Village"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for Woods Corner Wastewater Connection Fees and Administrative Costs (the "Non-Ad Valorem Assessment Roll") for the Village is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Monroe County Tax Collector by September 15, 2023.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Monroe County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this ____ day of _____, 2023.

ISLAMORADA, VILLAGE OF ISLANDS,
FLORIDA

By: _____
Joseph B Pinder III, Mayor

[to be delivered to the Monroe County Tax Collector prior to September 15, 2023]



Council Communication

To: Mayor and Village Council
From: Maria Bassett, Finance Director
Date: August 17, 2023
SUBJECT: **Resolution Approving FY 23-24 Remaining Service Area Phase I Wastewater Non-Ad Valorem Assessment Rate and Roll - TAB 11**

Background:

On August 23, 2005, the Village Council adopted Ordinance No. 05-16 (the "Assessment Ordinance"), thereby authorizing the creation of assessment areas and authorizing the imposition of special assessments to fund the construction of local improvements.

On June 23, 2011, pursuant to the Assessment Ordinance, the Village Council adopted an Initial Assessment Resolution (Resolution No. 11-06-38) thereby creating a Wastewater Improvements Assessment Area for the remaining areas to be served by wastewater facilities within the Village ("RSA1"), excluding all properties in the previously established North Plantation Key service area. A Supplemental Initial Assessment Resolution (Resolution No. 11-07-48) was subsequently adopted on July 28, 2011, for properties that were inadvertently excluded from the preliminary assessment roll. These two resolutions together will be hereinafter referred to as the "Initial Assessment Resolution."

Pursuant to the Assessment Ordinance, the Village Council adopted the Final Assessment Resolution (Resolution No. 11-07-47) and Supplemental Final Assessment Resolution (Resolution No. 11-08-58) on July 28, 2011 and August 25, 2011 respectively, after conducting the requisite public hearings. These two resolutions together hereinafter will be referred to as the "Final Assessment Resolution."

The Assessment Ordinance requires that the Village hold a public hearing to annually adopt an Annual Assessment Resolution for each subsequent fiscal year. This Annual Assessment Resolution establishes the rate of the assessments, approves the assessment roll, and directs and authorizes the method of collection.

Analysis:

The proposed Annual Assessment Resolution for Fiscal Year 2023-2024 for the Phase I Wastewater Collection and Treatment Facilities is attached. This is the thirteenth year of the 25-year assessment period that commenced in November 2011. In accordance with the Assessment Ordinance, notice of a public hearing scheduled for August 17, 2023, was published on July 20, 2023. The purpose of this public hearing is to allow for citizen comment prior to final adoption of the Annual Assessment Resolution and assessment roll.

The methodology for computing annual assessments described in the Initial Assessment Resolution, as amended, and in the Final Assessment Resolution are levied and imposed on

all tax parcels described in the assessment roll at a maximum annual rate of either \$256.00 per Equivalent Dwelling Unit (“EDU”) for properties with one (1) to ten (10) EDUs; or \$2,560.00 per Real Estate Parcel plus \$74.00 per EDU for properties greater than ten (10) EDUs for a period not to exceed 25 years, commencing in November 2011.

Budget Impact:

The proposed assessment would generate approximately \$1,240,000.00 in funds to enable the Village to continue project management, engineering, design, and construction activities to provide wastewater treatment and collection facilities for the Village’s remaining service areas, excluding all of the properties in the North Plantation Key service area.

Staff Impact:

The assessment program would continue to be administered by Village staff with the assistance of the Village’s assessment consultant, Anser Advisory Services.

Recommendation:

It is recommended that the Village Council adopt the Annual Rate Resolution for the Phase I Wastewater Collection and Treatment Facilities in the Remaining Service Area Phase I (RSA1) Wastewater Assessment Area, for the Fiscal Year 2023-2024 beginning October 1, 2023 through September 30, 2024.

Attachments: 1. 2_Reso_FY23-24_RSA-1 Wastewater NAV_081723 RVCM

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE CONSTRUCTION OF WASTEWATER COLLECTION AND TREATMENT FACILITIES FOR THE WASTEWATER ASSESSMENT AREA WITHIN THE VILLAGE EXCLUDING THE NORTH PLANTATION KEY, WOODS CORNER, AND NORTH PLANTATION KEY SUPPLEMENTAL ASSESSMENT AREAS; REIMPOSING SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on August 23, 2005, the Village Council (the "Council") of Islamorada, Village of Islands, Florida (the "Village"), enacted Ordinance No. 05-16 (the "Ordinance") to provide for the creation of assessment areas and authorize the imposition of special assessments to fund the construction of local improvements to serve the property located therein; and

WHEREAS, pursuant to the provisions of the Ordinance, the Village is required to adopt an Annual Assessment Resolution each Fiscal Year to approve the assessment roll for such Fiscal Year; and

WHEREAS, the Assessment Roll for Fiscal Year 2023-2024 has been filed with the Office of the Village Manager, as required by the Ordinance; and

WHEREAS, notice of a public hearing has been published and mailed, if required by the terms of the Ordinance, which provides notice to all interested persons of an opportunity to be heard; the proof of publication being attached hereto as Appendix A; and

WHEREAS, a public hearing was held on August 17, 2023, and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance.

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

Section 1. **Authority.** This Resolution is adopted pursuant to Ordinance No. 05-16 (the "Ordinance"), the Initial Assessment Resolution (Resolution No. 11-06-38) and Supplemental Initial Assessment Resolution (Resolution No. 11-07-48) (together hereinafter referred to as the "Initial Assessment Resolution"), the Final Assessment Resolution (Resolution No. 11-07-47) and Supplemental Final Assessment Resolution (Resolution No. 11-08-58) (together hereinafter referred to as the "Final Assessment Resolution"), Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

Section 2. **Definitions.** This resolution is the Annual Rate Resolution as defined in the Ordinance. All capitalized terms in this Resolution shall have the meanings defined in the Ordinance, the Initial Assessment Resolution, and the Final Assessment Resolution.

Section 3. **Annual Assessments.**

(A) The Real Estate Parcels described in the updated Assessment Roll are hereby found to be specially benefited by construction of the Wastewater Collection and Treatment Facilities in the amount of the maximum annual Assessment set forth in the Assessment Roll.

(B) Annual Assessments computed in the manner described in the Initial Assessment Resolution, as amended, are hereby levied and imposed on all Tax Parcels described in the Assessment Roll at a maximum annual rate of either (i) \$256.00 per Equivalent Dwelling Unit ("EDU") for properties with one (1) to ten (10) EDUs, or (ii) \$2,560.00 per Real Estate Parcel plus \$74.00 per EDU for properties greater than ten (10) EDUs for a period not to exceed twenty-five (25) years, commencing in November 2011.

Section 4. Approval of Assessment Roll. The updated Assessment Roll, which is currently on file with the Village Manager and incorporated herein by reference, is hereby approved.

Section 5. Assessment Liens.

(A) The Assessments shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption by the Council of the Annual Assessment Resolution and shall attach to the property included on the Assessment Roll as of the prior January 1, the lien date for ad valorem taxes.

(B) As to any Real Estate Parcel that is acquired by a public entity through condemnation, negotiated sale or otherwise prior to adoption of the next Annual Assessment Resolution, the Adjusted Prepayment Amount shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption by the Council of the Annual Assessment Resolution and shall attach to the property included on the Assessment Roll upon adoption of this Annual Assessment Resolution.

Section 6. Collection of Assessments. The Assessments shall be collected pursuant to the Uniform Assessment Collection Act. Upon adoption of this Annual Assessment Resolution, the Village Manager shall cause the certification and delivery of the Assessment Roll to the Tax Collector by September 15, 2023, in the manner prescribed by the Uniform Assessment Collection

Act. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix B.

Section 7. **Effect of Annual Rate Resolution.** The adoption of this Annual Rate Resolution shall be the final adjudication of the issues presented herein and in the Initial Assessment Resolution (including, but not limited to, the method by which the Assessments will be computed, the Assessment Roll, the maximum annual Assessment, the levy and lien of the Assessments and the terms for prepayment of the Assessments) unless proper steps are initiated in a court of competent jurisdiction to secure relief within twenty (20) days of the date of adoption date of this Final Assessment Resolution.

Section 8. **Effective Date.** This resolution shall take effect immediately upon its adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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 ON THIS 17TH DAY OF AUGUST 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

APPENDIX A

PROOF OF PUBLICATION



The Florida Keys Only Daily Newspaper, Est. 1876
PO Box 1800, Key West FL 33041
P: (305) 292-7777 ext. 219 F: (305) 295-8025
legals@keysnews.com

ISLAMORADA VILLAGE OF ISLANDS
86800 OVERSEAS HWY
ISLAMORADA FL 33036-3162

Account: 421294

Ticket: 3897561

PUBLISHER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF MONROE

[legal.text]

Before the undersigned authority personally appeared

_____Melinda Prescott_____, who on oath says that he or she is

The legal advertising representative of the Key West Citizen, a five day newspaper published in Key West, in Monroe County, Florida; that the attached copy of advertisement, being a legal notice in the matter of _____ was published in said newspaper in the issues of:

Thursday, July 20, 2023

Affiant further says that the Key West Citizen is a newspaper published in Key West, in said Monroe County, Florida and that the said newspapers has heretofore been continuously published in said Monroe County, Florida Tuesday thru Saturday weekly, and has been entered as periodicals matter at the post office in Key West, in said Monroe County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Melinda Prescott

(Signature of Affiant)

Affirmed and subscribed before me this 20th day of July 2023

Jill Kelli Di Benedetto

(Notary Public Signature)

_____Jill Kelli Di Benedetto_____
(Notary Public Printed Name)

My commission expires _____8/19/2023_____

Personally Known X Produced Identification _____
Type of Identification Produced _____ (Notary Seal)_____



BUSINESS

Americans bump up spending in June

BY ANNE D’INNOCENZIO,
PAUL WISEMAN AND
DEE-ANN DURBIN
The Associated Press

NEW YORK — Americans increased their spending last month as inflation eased in many areas, and the job market remained remarkably strong.

Retail sales rose 0.2% from May to June, following a revised 0.5% increase the previous month, the Commerce Department reported Tuesday.

The figure matched the pace of consumer inflation in June from the prior month, underscoring that shoppers are just about keeping up with pricing pressures. While the headline number of 0.2% was a bit weaker than expected, economists Tuesday focused on data that excludes volatile autos, gas, building materials and food services, which rose a solid 0.6% in June. That 0.6% figure is used to help calculate overall economic growth in the U.S., and it was a pretty strong showing in June.

Shoppers increased spending at electronic stores and furniture and home furnishings stores after a recent pullback. Online sales also had a solid increase. But sales at grocery stores, gas stations and sporting goods stores fell. At restaurants, sales eked out a tiny increase.

The uptick in sales follows an increase in May that pointed to an economy that remains



DAVID ZALUBOWSKI/The Associated Press

Shoppers glide past a display of big-screen televisions in a Costco warehouse on Tuesday, July 11, in Sheridan, Colo. On Tuesday, July 18, the Commerce Department releases U.S. retail sales data for June.

resilient despite rising prices. Yet spending has been volatile this year after surging nearly 3% in January. Sales tumbled in February and March before recovering in April and May.

“While they continue to spend, the June retail sales report suggests that consumers are becoming more thoughtful with their purchases,” wrote Oren Klachkin, U.S economist at Oxford Economics. He pointed to the labor market losing some momentum, declining savings, and interest rates that have made borrowing money or using credit cards more expensive.

There is already early evidence of a pushback from consumers that is being reflected in financial reports from some

of the country’s biggest food producers.

Consumers, whose spending accounts for about 70% of all U.S. economic activity, have been the engine behind the economic recovery from a slowdown during the pandemic. Government relief checks, the suspension of student loan payments and super-low interest rates helped.

Demand outpaced what factories could produce and what ports and freight yards could handle, leading to shortages, delays – and skyrocketing prices.

That gave companies “abnormal power to push up prices” and pass higher costs along to consumers – clout they hadn’t had for decades, Simon

MacAdam, senior global economist at Capital Economics, wrote last month.

That dynamic has shifted, however.

Low interest rates are long gone: The Federal Reserve began aggressively hiking rates in March 2022. The student loan moratorium – which allowed Americans to divert money that used to go to loan payments to dinners out and new furniture – ends later this year.

And the savings that Americans had stashed away at the peak of the pandemic — when they were receiving government relief checks and saving money while hunkered down at home — are vanishing. Fed researchers have reported that consumers depleted their

excess’ savings in the first three months of 2023.

All of which means that consumers may no longer be willing – or able – to tolerate elevated prices as overall inflation dips.

U.S. data on prices, the most recent arriving last week, showed that consumer inflation reached its lowest point since early 2021 last month. Prices rose just 0.2% from May to June thanks to easing costs for gasoline, airline fares, used cars and groceries. Inflation is just up 3% over the last 12 months. But Americans still face surging prices for some goods and services as well, like auto insurance.

Ryan Dixon, who recently moved from Florida to a farm in Hillsboro, Tennessee, said he didn’t notice prices increasing as much in 2020 and 2021 because of the COVID-19 relief payments he was getting from the government. But as that money ran low, it became clear that he needed to find new ways to cut spending.

Now, he keeps track of the coupons in the Target and Walmart apps, scours the grocery aisles for deals on meat and buys store-brand canned goods.

“I’m not buying Del Monte and Green Giant anymore. I’m buying the Walmart brand,” he said.

There are a handful of brands he loves and won’t substitute,

like his Mountain Dew sodas. But he is looking for cheaper alternates almost everywhere else.

“I never thought I would shop like my mother,” Dixon said. “But if I don’t have a coupon for it, I don’t get it.”

Those kinds of every day decisions are beginning to show up in the financial performance of major food producers.

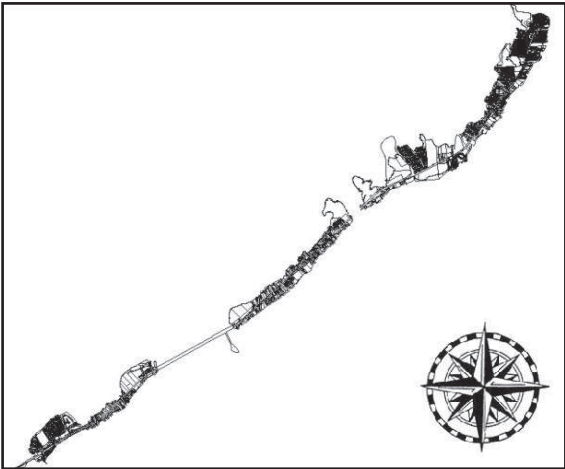
Conagra Brands, which makes Slim Jim beef jerky, Duncan Hines cake mix and more, said during a fourth-quarter earnings call last week that smaller price increases have not translated to higher sales volume. That is a quick turn from the third quarter when price increases __ which topped 15% that quarter __ did not dent demand.

“It’s not a trade down within individual categories to lower-priced alternatives. It looks, optically, more like a cutting back and what I call hunkering down,” Conagra CEO Sean Connolly told analysts. “And one thing I know for sure, people aren’t eating less. So they’re making choices to manage their budget.”

PepsiCo, which makes Ryan Dixon’s MountainDew, said last week that higher prices lifted the company’s revenue in the second quarter but consumer demand has faded. The company said that price increases could start to moderate in the second half of this year.

ISLAMORADA, VILLAGE OF ISLANDS
FLORIDA

FROM MILE MARKER 90.8 ON NORTH TO MILE
MARKER 72.5 ON SOUTH



NOTICE OF HEARING TO IMPOSE AND PROVIDE
FOR COLLECTION OF
NON-AD VALOREM ASSESSMENTS FOR
STORMWATER SERVICE

Notice is hereby given that the Village Council of Islamorada, Village of Islands, Florida, will conduct a public hearing to consider reimposing Stormwater Service Assessments in the area receiving Stormwater Management Service from the Village, as shown above, and to authorize collection of such assessments on the tax bill. The hearing will be held at 5:30 p.m. or as soon thereafter as possible on August 17, 2023, at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida. 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. All affected property owners have a right to appear at the hearing and to file written objections with the Village Council. All written objections to the non-ad valorem assessments must be filed with the Village Council within twenty (20) days of this notice. Any person wishing to appeal any decision of the Village Council with respect to any matter considered will need a record of the proceedings and may wish to ensure that a verbatim record of the proceedings is made.

The Stormwater Service Assessments are proposed to fund the Village's cost to provide Stormwater Management Service in the area shown above. The Stormwater Service Assessments are based upon the estimated amount of stormwater runoff generated by impervious surface on the property. Impervious surfaces include the roof top, patios, driveways, parking lots and similar areas. The Village has determined that the average single-family residence in the Stormwater Service Area includes 3,322 square feet of impervious surface, which is defined as the "equivalent stormwater unit value" or "ESU Value." The annual Stormwater Service Assessment rate for the Fiscal Year 2023-24 and for future fiscal years will be \$32.00 for each Net ESU. The maximum annual Stormwater Service Assessment rate for Fiscal Year 2023-24 and for future fiscal years will be \$62.00 for each Net ESU. The total annual assessment revenue to be collected within the Village of Islamorada for the upcoming Fiscal Year is estimated to be \$201,000.

Generally, the number of ESUs was calculated individually for each parcel of property by dividing the impervious surface area by 3,322 square feet. Credit for privately maintained Stormwater management facilities and other factors affecting the quantity or quality of Stormwater runoff has also been applied, resulting in an assignment of Net ESUs. A more specific description is set forth in the amended and restated Initial Assessment Resolution adopted by the Village Council on August 9, 2007. Copies of the amended and restated Initial Assessment Resolution, the amended and restated Final Assessment Resolution, and the updated assessment roll are available for inspection at the Office of the Village Clerk located at 86800 Overseas Highway, Islamorada, Florida.

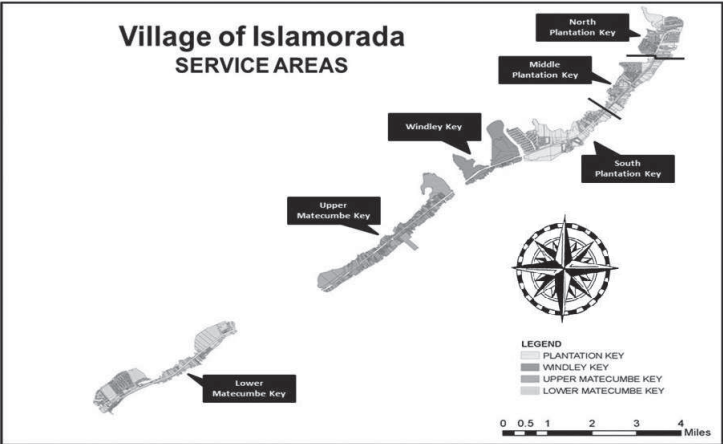
The Stormwater Service Assessments will be collected on the ad valorem tax bill to be mailed in November 2023, as authorized by Section 197.3632, Florida Statutes. Failure to pay the Stormwater Service Assessment will cause a tax certificate to be issued against the assessed property which may result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

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.

VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA

adno=3897562-1

Village of Islamorada
SERVICE AREAS



NOTICE OF HEARING TO REIMPOSE AND PROVIDE
FOR COLLECTION OF SPECIAL ASSESSMENTS
FOR WASTEWATER COLLECTION AND TREATMENT
FACILITIES FOR REMAINING SERVICE AREA
PHASE I (RSA1) AND PHASE 2 (RSA 2)

Notice is hereby given that the Village Council of Islamorada, Village of Islands, Florida, will conduct a public hearing to consider reimposing special assessments against certain parcels of property located therein. The hearing will be held at 5:30 p.m., or as soon thereafter as the matter can be heard, on August 17, 2023 at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida for the purpose of receiving public comment on the assessments. In accordance with the Americans with Disabilities Act, if you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Village Clerk at (305) 664-6412 at least seven (7) days prior to the public hearing. All affected property owners have a right to appear at the hearing and to file written objections with the Village within 20 days of this notice. If a person wishes 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.

For the Phase 1 (RSA 1) Assessment Area, the assessment for each parcel of property is based on the number of equivalent dwelling units attributable to such parcel. Unless prepaid, the annual assessment will include your share of the principal, interest and collection cost. The maximum annual assessment for Fiscal Year 2023-24 and future fiscal years is estimated to be \$256 per EDU for properties with 1-10 EDUs and \$2,560 plus \$74 per EDU for properties greater than 10 EDUs.

For the Phase 2 (RSA 2) Assessment Area, the assessment for each parcel of property is based on the number of equivalent dwelling units attributable to such parcel. Unless prepaid, the annual assessment will include your share of the principal, interest and collection cost. The maximum annual assessment for Fiscal Year 2023-24 and future fiscal years is estimated to be \$256 per EDU for properties with 1-10 EDUs and \$2,560 plus \$74 per EDU for properties greater than 10 EDUs.

Property owners within the North Plantation Key, Woods Corner, and the North Plantation Key Supplemental Assessment Areas are not included in this Wastewater Assessment Area.

Copies of the Assessment Ordinance (Ordinance No. 05-16), the Initial Assessment Resolution (Resolution No. 13-06-32), the Initial Assessment Resolution (Resolution No. 11-06-38), the Final Assessment Resolution (Resolution No. 13-07-42), the Final Assessment Resolution (Resolution No. 11-07-47), the Annual Rate Resolutions initiating the annual process of updating the Assessment Rolls and reimposing the Assessments and the updated Assessment Rolls for the upcoming fiscal year are available for inspection at the Village Clerk's office, located at 86800 Overseas Highway, Islamorada, Florida.

The assessments will be collected on the ad valorem tax bill, 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. The Village Council intends to collect the assessments in not to exceed twenty-five (25) annual assessments, the first of which was included on the November 2011 and the November 2013 ad valorem tax bills respectively. The total annual assessment revenue to be collected within the Village of Islamorada for the Phase 1 (RSA 1) Assessment Area, for the upcoming fiscal year is estimated to be \$1,240,000. The total annual assessment revenue to be collected within the Village of Islamorada for the Phase 2 (RSA 2) Assessment Area, for the upcoming fiscal year is estimated to be \$1,334,000. Future annual assessments may be prepaid at the option of the property owner.

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.

VILLAGE COUNCIL OF
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

adno=3897561-1

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APPENDIX B

**FORM OF CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL**

**CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL**

I HEREBY CERTIFY that, I am the Vice Mayor of the Village Council of Islamorada, Village of Islands, Florida (the "Village"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for wastewater collection and treatment facilities (the "Non-Ad Valorem Assessment Roll") for the Village's Remaining Service Area Phase I (RSA-I) is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Monroe County Tax Collector by September 15, 2023.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Monroe County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this ____ day of _____, 2023.

**ISLAMORADA, VILLAGE OF ISLANDS,
FLORIDA**

By: _____
Joseph B Pinder III, Vice Mayor

[to be delivered to the Monroe County Tax Collector prior to September 15, 2023]



Council Communication

To: Mayor and Village Council
From: Maria Bassett, Finance Director
Date: August 17, 2023
SUBJECT: **Resolution Approving FY 23-24 Remaining Service Area Phase II Wastewater Non-Ad Valorem Assessment Rate and Roll - TAB 12**

Background:

On August 23, 2005, the Village Council adopted Ordinance No. 05-16 (the "Assessment Ordinance"), thereby authorizing the creation of assessment areas and authorizing the imposition of special assessments to fund the construction of local improvements.

On June 13, 2013, pursuant to the Assessment Ordinance, the Village Council adopted Resolution No. 13-06-32 (the "Initial Assessment Resolution"), thereby proposing creation of the Assessment Area and describing the method of assessing the cost of Wastewater Collection and Treatment Facilities for Phase II against the real property specially benefited. On July 25, 2013, pursuant to the Assessment Ordinance, the Council subsequently adopted Resolution No. 13-07-42 (the "Final Assessment Resolution"), thereby creating the Assessment Area, confirming the methodology for computing annual assessments, levying and imposing on all tax parcels described in the assessment roll a maximum annual rate of either \$256.00 per Equivalent Dwelling Unit ("EDU") for properties with one (1) to ten (10) EDUs; or \$2,560.00 per Real Estate Parcel plus \$74.00 per EDU for properties greater than ten (10) EDUs for a period not to exceed 25 years, commencing in November 2013, and approving the Assessment Roll.

The Assessment Ordinance requires that the Village hold a public hearing to adopt an Annual Assessment Resolution for each subsequent fiscal year. This Annual Assessment Resolution establishes the rate of the assessments, approves the assessment roll, and directs and authorizes the method of collection.

Analysis:

The proposed Annual Assessment Resolution for Fiscal Year 2023-2024 for the Phase II Wastewater Collection and Treatment Facilities is attached. This is the eleventh year of the twenty-five (25) year assessment period that commenced in November 2013. In accordance with the Assessment Ordinance, advertisement of a public hearing scheduled for August 17, 2023, was published on July 20, 2023. The purpose of this public hearing is to allow for citizen comment prior to final adoption of the Annual Assessment Resolution and assessment roll.

Budget Impact:

The proposed assessment would generate approximately \$1,334,000.00 in funds to enable the Village to continue project management, engineering, design, and construction activities to provide wastewater treatment and collection facilities for the Village's remaining service areas, excluding all of the properties within the North Plantation Key service area.

Staff Impact:

The assessment program would continue to be administered by Village staff with the assistance of the Village's assessment consultant, Anser Advisory Services.

Recommendation:

It is recommended that the Village Council adopt the Annual Rate Resolution for the Phase II Wastewater Collection and Treatment Facilities in the Remaining Service Area Phase II (RSA2) Wastewater Assessment Area, for the Fiscal Year 2023-2024 beginning October 1, 2023 through September 30, 2024.

Attachments: 1. 2_Reso_FY23-24 Wastewater RSA-2 NAV_081723 RVCM

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE CONSTRUCTION AND FUNDING OF WASTEWATER COLLECTION AND TREATMENT FACILITIES FOR PHASE II OF THE WASTEWATER ASSESSMENT AREA WITHIN THE VILLAGE BUT EXCLUDING THE NORTH PLANTATION KEY, NORTH PLANTATION KEY SUPPLEMENTAL AND WOODS CORNER ASSESSMENT AREAS; REIMPOSING SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on August 23, 2005, the Village Council ("Council") of Islamorada, Village of Islands, Florida (the "Village"), enacted Ordinance No. 05-16, as codified in Article III of Chapter 48, of the Village Code of Ordinances (the "Ordinance"), to provide for the creation of assessment areas and authorize the imposition of special assessments to fund the construction of local wastewater improvements to serve the property located therein; and

WHEREAS, on June 13, 2013, the Council adopted Resolution No. 13-06-32, the Initial Assessment Resolution, thereby proposing creation of the Assessment Area for Phase II of the remaining service areas (the "Assessment Area") and describing the method of assessing the cost of Wastewater Collection and Treatment Facilities for Phase II against the real property specially benefited thereby; and

WHEREAS, on July 25, 2013, the Council adopted Resolution No. 13-07-42, the Final Assessment Resolution, thereby creating the Assessment Area, confirming the method of assessing the cost of Wastewater Collection and Treatment Facilities for Phase II against the real property specially benefited thereby and approving the Assessment Roll; and

WHEREAS, pursuant to the provisions of the Ordinance, the Village is required to adopt an Annual Assessment Resolution for each fiscal year to approve the assessment rolls for such fiscal year; and

WHEREAS, the updated Assessment Roll has been filed with the office of the Village Manager, as required by the Ordinance; and

WHEREAS, notice of a public hearing has been published and mailed, if required by the terms of the Ordinance, which provides notice to all interested persons of an opportunity to be heard; the proof of publication being attached hereto as Appendix A; and

WHEREAS, on August 17, 2023, a noticed public hearing was held, and comments and objections of all interested persons have been heard and considered as required by the Ordinance; and

WHEREAS, the Council desires to reimpose the annual wastewater assessment program within the Village, using the tax bill collection method for the Fiscal Year beginning on October 1, 2023.

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

Section 1. **Recitals.** The above recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution.

Section 2. **Authority.** This Resolution is adopted pursuant to the Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution (Resolution No. 13-07-42), Chapter 48, Article III of the Village Code, Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

Section 3. Definitions. This Resolution is the Annual Assessment Resolution as defined in the Ordinance. All capitalized terms in this Resolution shall have the meanings defined in the Ordinance, the Initial Assessment Resolution, and the Final Assessment Resolution.

Section 4. Annual Assessments to Fund Wastewater Treatment and Collection Facilities for Phase II.

(A) The Tax Parcels described in the Assessment Roll are hereby found to be specially benefited by construction of the Wastewater Collection and Treatment Facilities for Phase II in the amount of the maximum annual Phase II Assessment set forth in the Assessment Roll. The methodology for computing annual Assessments described in the Initial Assessment Resolution, and as confirmed by the Final Assessment Resolution, is hereby approved.

(B) Annual Phase II Assessments computed in the manner described in the Initial Assessment Resolution are hereby levied and imposed on all Tax Parcels described in the Assessment Roll at a maximum annual rate of either (i) \$256.00 per Equivalent Dwelling Unit ("EDU") for properties with one (1) to ten (10) EDUs, or (ii) \$2,560.00 per Real Estate Parcel plus \$74.00 per EDU for properties greater than ten (10) EDUs for a period not to exceed twenty-five (25) years, commencing in November 2013.

Section 5. Approval of Assessment Roll.

(A) The updated Assessment Roll, which is currently on file with the Village Manager and incorporated herein by reference, is hereby approved.

(B) Pursuant to the Ordinance and the Uniform Assessment Collection Act, the Assessment Roll shall be certified to the Monroe County Tax Collector prior to September 15, 2023.

Section 6. Assessment Liens.

(A) The Assessments shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption by the Council of the Annual Assessment Resolution and shall attach to the property included on the Assessment Roll as of the prior January 1, the lien date for ad valorem taxes.

(B) As to any Tax Parcel that is acquired by a public entity through condemnation, negotiated sale or otherwise prior to adoption of the next Annual Assessment Resolution, the Adjusted Prepayment Amount shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption by the Council of the Annual Assessment Resolution and shall attach to the property included on the Assessment Roll upon adoption of the Annual Assessment Resolution.

Section 7. Collection of Assessments.

(A) The Assessments shall be collected pursuant to the Uniform Assessment Collection Act. Upon adoption of the Annual Assessment Resolution for each Fiscal Year, the Village Manager shall cause the certification and delivery of the Assessment Roll to the Tax Collector by September 15, 2023, in the manner prescribed by the Uniform Assessment Collection Act.

(B) The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix B.

Section 8. **Severability.** If any clause, section, or other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or application of this Resolution.

Section 9. **Effective date.** This Resolution shall take effect immediately upon its adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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 ON THIS 17TH DAY OF AUGUST 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

APPENDIX A

PROOF OF PUBLICATION



The Florida Keys Only Daily Newspaper, Est. 1876

PO Box 1800, Key West FL 33041

P: (305) 292-7777 ext. 219 F: (305) 295-8025

legals@keysnews.com

ISLAMORADA VILLAGE OF ISLANDS
86800 OVERSEAS HWY
ISLAMORADA FL 33036-3162

Account: 421294

Ticket: 3897561

PUBLISHER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF MONROE

[legal.text]

Before the undersigned authority personally appeared

_____Melinda Prescott_____, who on oath says that he or she is

The legal advertising representative of the Key West Citizen, a five day newspaper published in Key West, in Monroe County, Florida; that the attached copy of advertisement, being a legal notice in the matter of _____ was published in said newspaper in the issues of:

Thursday, July 20, 2023

Affiant further says that the Key West Citizen is a newspaper published in Key West, in said Monroe County, Florida and that the said newspapers has heretofore been continuously published in said Monroe County, Florida Tuesday thru Saturday weekly, and has been entered as periodicals matter at the post office in Key West, in said Monroe County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Melinda Prescott

(Signature of Affiant)

Affirmed and subscribed before me this 20th day of July 2023

Jill Kelli Di Benedetto

(Notary Public Signature)

_____Jill Kelli Di Benedetto_____

(Notary Public Printed Name)

My commission expires _____8/19/2023_____

Personally Known X Produced Identification _____

Type of Identification Produced _____ (Notary Seal)_____



BUSINESS

Americans bump up spending in June

BY ANNE D’INNOCENZIO,
PAUL WISEMAN AND
DEE-ANN DURBIN
The Associated Press

NEW YORK — Americans increased their spending last month as inflation eased in many areas, and the job market remained remarkably strong.

Retail sales rose 0.2% from May to June, following a revised 0.5% increase the previous month, the Commerce Department reported Tuesday.

The figure matched the pace of consumer inflation in June from the prior month, underscoring that shoppers are just about keeping up with pricing pressures. While the headline number of 0.2% was a bit weaker than expected, economists Tuesday focused on data that excludes volatile autos, gas, building materials and food services, which rose a solid 0.6% in June. That 0.6% figure is used to help calculate overall economic growth in the U.S., and it was a pretty strong showing in June.

Shoppers increased spending at electronic stores and furniture and home furnishings stores after a recent pullback. Online sales also had a solid increase. But sales at grocery stores, gas stations and sporting goods stores fell. At restaurants, sales eked out a tiny increase.

The uptick in sales follows an increase in May that pointed to an economy that remains



DAVID ZALUBOWSKI/The Associated Press

Shoppers glide past a display of big-screen televisions in a Costco warehouse on Tuesday, July 11, in Sheridan, Colo. On Tuesday, July 18, the Commerce Department releases U.S. retail sales data for June.

resilient despite rising prices. Yet spending has been volatile this year after surging nearly 3% in January. Sales tumbled in February and March before recovering in April and May.

“While they continue to spend, the June retail sales report suggests that consumers are becoming more thoughtful with their purchases,” wrote Oren Klachkin, U.S economist at Oxford Economics. He pointed to the labor market losing some momentum, declining savings, and interest rates that have made borrowing money or using credit cards more expensive.

There is already early evidence of a pushback from consumers that is being reflected in financial reports from some

of the country’s biggest food producers.

Consumers, whose spending accounts for about 70% of all U.S. economic activity, have been the engine behind the economic recovery from a slowdown during the pandemic. Government relief checks, the suspension of student loan payments and super-low interest rates helped.

Demand outpaced what factories could produce and what ports and freight yards could handle, leading to shortages, delays – and skyrocketing prices.

That gave companies “abnormal power to push up prices” and pass higher costs along to consumers – clout they hadn’t had for decades, Simon

MacAdam, senior global economist at Capital Economics, wrote last month.

That dynamic has shifted, however.

Low interest rates are long gone: The Federal Reserve began aggressively hiking rates in March 2022. The student loan moratorium – which allowed Americans to divert money that used to go to loan payments to dinners out and new furniture – ends later this year.

And the savings that Americans had stashed away at the peak of the pandemic — when they were receiving government relief checks and saving money while hunkered down at home — are vanishing. Fed researchers have reported that consumers depleted their

excess’ savings in the first three months of 2023.

All of which means that consumers may no longer be willing – or able – to tolerate elevated prices as overall inflation dips.

U.S. data on prices, the most recent arriving last week, showed that consumer inflation reached its lowest point since early 2021 last month. Prices rose just 0.2% from May to June thanks to easing costs for gasoline, airline fares, used cars and groceries. Inflation is just up 3% over the last 12 months. But Americans still face surging prices for some goods and services as well, like auto insurance.

Ryan Dixon, who recently moved from Florida to a farm in Hillsboro, Tennessee, said he didn’t notice prices increasing as much in 2020 and 2021 because of the COVID-19 relief payments he was getting from the government. But as that money ran low, it became clear that he needed to find new ways to cut spending.

Now, he keeps track of the coupons in the Target and Walmart apps, scours the grocery aisles for deals on meat and buys store-brand canned goods.

“I’m not buying Del Monte and Green Giant anymore. I’m buying the Walmart brand,” he said.

There are a handful of brands he loves and won’t substitute,

like his Mountain Dew sodas. But he is looking for cheaper alternates almost everywhere else.

“I never thought I would shop like my mother,” Dixon said. “But if I don’t have a coupon for it, I don’t get it.”

Those kinds of every day decisions are beginning to show up in the financial performance of major food producers.

Conagra Brands, which makes Slim Jim beef jerky, Duncan Hines cake mix and more, said during a fourth-quarter earnings call last week that smaller price increases have not translated to higher sales volume. That is a quick turn from the third quarter when price increases __ which topped 15% that quarter __ did not dent demand.

“It’s not a trade down within individual categories to lower-priced alternatives. It looks, optically, more like a cutting back and what I call hunkering down,” Conagra CEO Sean Connolly told analysts. “And one thing I know for sure, people aren’t eating less. So they’re making choices to manage their budget.”

PepsiCo, which makes Ryan Dixon’s MountainDew, said last week that higher prices lifted the company’s revenue in the second quarter but consumer demand has faded. The company said that price increases could start to moderate in the second half of this year.

ISLAMORADA, VILLAGE OF ISLANDS
FLORIDA

FROM MILE MARKER 90.8 ON NORTH TO MILE
MARKER 72.5 ON SOUTH

NOTICE OF HEARING TO IMPOSE AND PROVIDE
FOR COLLECTION OF
NON-AD VALOREM ASSESSMENTS FOR
STORMWATER SERVICE

Notice is hereby given that the Village Council of Islamorada, Village of Islands, Florida, will conduct a public hearing to consider reimposing Stormwater Service Assessments in the area receiving Stormwater Management Service from the Village, as shown above, and to authorize collection of such assessments on the tax bill. The hearing will be held at 5:30 p.m. or as soon thereafter as possible on August 17, 2023, at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida. 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. All affected property owners have a right to appear at the hearing and to file written objections with the Village Council. All written objections to the non-ad valorem assessments must be filed with the Village Council within twenty (20) days of this notice. Any person wishing to appeal any decision of the Village Council with respect to any matter considered will need a record of the proceedings and may wish to ensure that a verbatim record of the proceedings is made.

The Stormwater Service Assessments are proposed to fund the Village's cost to provide Stormwater Management Service in the area shown above. The Stormwater Service Assessments are based upon the estimated amount of stormwater runoff generated by impervious surface on the property. Impervious surfaces include the roof top, patios, driveways, parking lots and similar areas. The Village has determined that the average single-family residence in the Stormwater Service Area includes 3,322 square feet of impervious surface, which is defined as the "equivalent stormwater unit value" or "ESU Value." The annual Stormwater Service Assessment rate for the Fiscal Year 2023-24 and for future fiscal years will be \$32.00 for each Net ESU. The maximum annual Stormwater Service Assessment rate for Fiscal Year 2023-24 and for future fiscal years will be \$62.00 for each Net ESU. The total annual assessment revenue to be collected within the Village of Islamorada for the upcoming Fiscal Year is estimated to be \$201,000.

Generally, the number of ESUs was calculated individually for each parcel of property by dividing the impervious surface area by 3,322 square feet. Credit for privately maintained Stormwater management facilities and other factors affecting the quantity or quality of Stormwater runoff has also been applied, resulting in an assignment of Net ESUs. A more specific description is set forth in the amended and restated Initial Assessment Resolution adopted by the Village Council on August 9, 2007. Copies of the amended and restated Initial Assessment Resolution, the amended and restated Final Assessment Resolution, and the updated assessment roll are available for inspection at the Office of the Village Clerk located at 86800 Overseas Highway, Islamorada, Florida.

The Stormwater Service 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 Stormwater Service Assessment will cause a tax certificate to be issued against the assessed property which may result in a loss of title to your property.

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.

VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA

adno=3897562-1

Village of Islamorada
SERVICE AREAS

NOTICE OF HEARING TO REIMPOSE AND PROVIDE
FOR COLLECTION OF SPECIAL ASSESSMENTS
FOR WASTEWATER COLLECTION AND TREATMENT
FACILITIES FOR REMAINING SERVICE AREA
PHASE I (RSA1) AND PHASE 2 (RSA 2)

Notice is hereby given that the Village Council of Islamorada, Village of Islands, Florida, will conduct a public hearing to consider reimposing special assessments against certain parcels of property located therein. The hearing will be held at 5:30 p.m., or as soon thereafter as the matter can be heard, on August 17, 2023 at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida for the purpose of receiving public comment on the assessments. In accordance with the Americans with Disabilities Act, if you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Village Clerk at (305) 664-6412 at least seven (7) days prior to the public hearing. All affected property owners have a right to appear at the hearing and to file written objections with the Village within 20 days of this notice. If a person wishes 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.

For the Phase 1 (RSA 1) Assessment Area, the assessment for each parcel of property is based on the number of equivalent dwelling units attributable to such parcel. Unless prepaid, the annual assessment will include your share of the principal, interest and collection cost. The maximum annual assessment for Fiscal Year 2023-24 and future fiscal years is estimated to be \$256 per EDU for properties with 1-10 EDUs and \$2,560 plus \$74 per EDU for properties greater than 10 EDUs.

For the Phase 2 (RSA 2) Assessment Area, the assessment for each parcel of property is based on the number of equivalent dwelling units attributable to such parcel. Unless prepaid, the annual assessment will include your share of the principal, interest and collection cost. The maximum annual assessment for Fiscal Year 2023-24 and future fiscal years is estimated to be \$256 per EDU for properties with 1-10 EDUs and \$2,560 plus \$74 per EDU for properties greater than 10 EDUs.

Property owners within the North Plantation Key, Woods Corner, and the North Plantation Key Supplemental Assessment Areas are not included in this Wastewater Assessment Area.

Copies of the Assessment Ordinance (Ordinance No. 05-16), the Initial Assessment Resolution (Resolution No. 13-06-32), the Initial Assessment Resolution (Resolution No. 11-06-38), the Final Assessment Resolution (Resolution No. 13-07-42), the Final Assessment Resolution (Resolution No. 11-07-47), the Annual Rate Resolutions initiating the annual process of updating the Assessment Rolls and reimposing the Assessments and the updated Assessment Rolls for the upcoming fiscal year are available for inspection at the Village Clerk's office, located at 86800 Overseas Highway, Islamorada, Florida.

The assessments will be collected on the ad valorem tax bill, 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. The Village Council intends to collect the assessments in not to exceed twenty-five (25) annual assessments, the first of which was included on the November 2011 and the November 2013 ad valorem tax bills respectively. The total annual assessment revenue to be collected within the Village of Islamorada for the Phase 1 (RSA 1) Assessment Area, for the upcoming fiscal year is estimated to be \$1,240,000. The total annual assessment revenue to be collected within the Village of Islamorada for the Phase 2 (RSA 2) Assessment Area, for the upcoming fiscal year is estimated to be \$1,334,000. Future annual assessments may be prepaid at the option of the property owner.

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.

VILLAGE COUNCIL OF
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

adno=3897561-1

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APPENDIX B

**FORM OF CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL**

**CERTIFICATE
OF
NON-AD VALOREM ASSESSMENT ROLL**

I HEREBY CERTIFY that, I am the Vice Mayor of the Village Council of Islamorada, Village of Islands, Florida (the "Village"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for wastewater collection and treatment facilities (the "Non-Ad Valorem Assessment Roll") for the Village is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Monroe County Tax Collector by September 15, 2023.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Monroe County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this ____ day of _____, 2023.

**ISLAMORADA, VILLAGE OF ISLANDS,
FLORIDA**

By: _____
Joseph B Pinder III, Mayor

[to be delivered to the Monroe County Tax Collector prior to September 15, 2023]



Council Communication

To: Mayor and Village Council
From: Jennifer DeBoisbriand , Planning Director
Date: August 17, 2023
SUBJECT: 2nd Quarter 2023 Residential Building Permit Allocations - TAB 13

Background:

Pursuant to Section 30-475 of the Code of Ordinances (the Code) of Islamorada, Village of Islands (the Village), the Village Council is required to take action after reviewing the Building Permit Allocation System (the BPAS) Evaluation Report.

Pursuant to Resolution 22-11-131, adopted on November 17, 2022, eleven (11) market rate residential allocations were made available for 2023 through the BPAS, including five (5) market rate "without land dedication" and one (1) market rate "with land dedication" available for distribution in Quarter 2 of 2023. At the close of Quarter 2, 2023, seventy-three (73) applications for market rate residential permit allocations were in the BPAS queue awaiting building permit allocation awards.

The proposed Resolution approves the Residential BPAS Rankings and Awarding market rate building permit allocations for Quarter 2 of 2023, pursuant to Village Code Section 30-476.

Analysis:

The Residential BPAS applications were evaluated, scored, and ranked according to criteria outlined in Village Code Section 30-476 and are identified in order by ranking, score, date of application and time of application below:

With Land Dedication:

One (1) allocation "with land dedication" to Real Estate Number 00424960-000000, property owner L12 B7 Sunshine Estates LLC with 27 points

Withough Land Dedication:

One (1) allocation "without land dedication" to Real Estate Number 00409390-000000, property owner Luis Gonzalez with 18 points

One (1) allocation "without land dedication" to Real Estate Number 00425090-000000, property owner Brian Mass with 18 points

One (1) allocation "without land dedication" to Real Estate Number 00394489-008200, property owner Uri Pinkhas Kamely with 18 points

One (1) allocation "without land dedication" to Real Estate Number 00417530-000000, property owners Richard and Brooke Black with 18 points

One (1) allocation "without land dedication" to Real Estate Number 00392430-000000, property owners Humberto and Carmen Codispoti with 18 points

Budget Impact:

If approved as recommended, the additional property value created by these building permits would increase the Village's ad valorem tax revenue in future fiscal years.

Staff Impact:

Staff impact would be limited to processing the associated development permits.

Recommendation:

It is recommended that the Village Council adopt the proposed Resolution, thereby approving the Residential BPAS Rankings and Awarding five (5) market rate "without land dedication" and one (1) market rate "with land dedication" residential building permit allocations for Quarter 2 of 2023.

- Attachments:**
1. Market Rate Quarter 2 Resolution 2023
 2. DRAFT Q2_2023_Market Rate

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING RESIDENTIAL BUILDING PERMIT ALLOCATION SYSTEM RANKINGS AND AWARDING RESIDENTIAL MARKET RATE BUILDING PERMIT ALLOCATIONS FOR QUARTER 2 OF 2023; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") has implemented the Building Permit Allocation System ("BPAS") as codified in Chapter 30, Article IV, Division 11 of the Village's Code of Ordinances (the "Village Code"); and

WHEREAS, Section 30-474 of the Village Code requires that the Village Council of Islamorada, Village of Islands (the "Village Council") establish the total amount of nonresidential floor area and residential dwelling units that may be made available for the next annual allocation, the quarterly allocations for that year and the distribution of allocations between categories; and

WHEREAS, the Village Council adopted Resolution No. 22-11-131, thereby establishing a total of eleven (11) market rate residential units for allocation in 2023, five (5) market rate allocations "without land dedication" and one (1) "with land dedication" available for Quarter 2 of 2023; and

WHEREAS, on August 17, 2023, the Village Council conducted a public hearing regarding the Residential Dwelling Unit Allocation Evaluation Report (the "Report") submitted by the Planning Director (the "Director") pursuant to the applicable provisions of the Village Code and Comprehensive Plan; and

WHEREAS, the Village Council desires to approve the residential building permit allocation rankings and award the allocations for Quarter 2 of 2023.

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

Section 1. **Findings of Fact.** The Village Council, having considered the testimony and evidence presented by all parties, including the Report, does hereby find and determine as follows:

The Village Council hereby approves the ranking and recommendation of the Director to award six (6) allocations for market rate dwelling units as follows: One (1) allocation "with land dedication" to Real Estate Number 00424960-000000, property owner L12 B7 Sunshine Estates LLC with 27 points; One (1) allocation "without land dedication" to Real Estate Number 00409390-000000, property owner Luis Gonzalez with 18 points; One (1) allocation "without land dedication" to Real Estate Number 00425090-000000, property owner Brian Mass with 18 points; One (1) allocation "without land dedication" to Real Estate Number 00394489-008200, property owner Uri Pinkhas Kamely with 18 points; One (1) allocation "without land dedication" to Real Estate Number 00417530-000000, property owners Richard and Brooke Black with 18 points; One (1) allocation "without land dedication" to Real Estate Number 00392430-000000, property owners Humberto and Carmen Codispoti with 18 points as set forth in Exhibit "A" hereto.

Section 2. **Conclusions of Law.** Based upon the above Findings of Fact, the Village Council does hereby make the following Conclusions of Law:

- (1) The Building Permit Allocation System (the "BPAS") applications for Quarter 2 of 2023 have been processed in accordance with the Village Comprehensive Plan and Land Development Regulations, and
- (2) In rendering its decision, as reflected in this Resolution, the Village Council has:

- (a) Accorded procedural due process; and
- (b) Observed the essential requirements of the law; and
- (c) Supported its decision by competent substantial evidence of record.

Section 3. **Effective Date.** This Resolution shall not take effect until after thirty (30) days following the date it is filed with the Village Clerk, during which time the Request herein shall be subject to appeal as provided in the Village Code.

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

Mayor Joseph B. Pinder III	_____
Vice Mayor Sharon Mahoney	_____
Councilmember Mark Gregg	_____
Councilmember Elizabeth Jolin	_____
Councilmember Henry Rosenthal	_____

PASSED AND ADOPTED THIS 17th DAY OF AUGUST, 2023.

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN QUICK, INTERIM VILLAGE ATTORNEY

This Resolution was filed in the Office of the Village Clerk of this ____ day of _____, 2023.

DRAFT Ranking of BPAS Applications for 2023 Quarter 2 (closed Friday, June 30, 2023 at 12:00 PM)							7/3/2023			
Market Rate Allocations (with & without Land Dedication Points)							RECOMMENDED FOR ALLOCATION			
Rank	Permit #	Name	Date of Application	Time of Application	Score	Key	Subdivision	Lot	Block	RE No.
1	PRSFC202101308	L12 B7 Sunshine Estates LLC (Land Dedication)	6/24/2022	11:12:00 AM	27	Plantation Key	Kahiki Harbor	11	1	00424960-000000
2	PRSFC201901157	Samurai Conchstruaction LLC (Land Dedication)	4/14/2022	2:20:00 PM	26	Upper Matecumbe	Bay Hammock Community	17	-	00403041-001700
3	PRSFC202100516	Martinez, Lazaro & Marialina (Land Dedication)	6/27/2022	3:08:00 PM	25	Lower Matecumbe	Marlin Beach	22	H	00393860-000000
4	PRSFC201800385	Perez, George (Land Dedication)	4/4/2022	10:23:00 AM	24	Plantation Key	Coral Shores	18	-	00411410-000000
5	PRSFC202101687	Harborgate Limited Partnership (Land Dedication)	5/10/2022	2:30:00 PM	23	Upper Matecumbe	Bay Hammock Community	7		00403041-000700
6	PRSFC202100870	Harborgate Limited Partnership (Land Dedication)	4/12/2022	1:00:00 PM	22	Upper Matecumbe	Bay Hammock Community	6		00403041-000600
7	PRSFC202100421	Luis Gonzalez	4/26/2021	1:30:00 PM	18	Plantation Key	Venetian Shores No 3	14	25	00409390-000000
8	PRSFC202001215	Brian Mass	4/27/2021	12:00:00 PM	18	Plantation Key	Kahiki Harbor	1	2	00425090-000000
9	PRSFC202001378	KAMELY URI PINKHAS	5/4/2021	12:00:00 PM	18	Lower Matecumbe	Port Antigua Plat NO 5&6	279	-	00394489-008200
10	PRSFC202100105	BLACK, RICHARD & BROOKE	5/6/2021	9:30:00 AM	18	Plantation Key	Vacation Village	7	1	00417530-000000
11	PRSFC202001467	CODISPOTI HUMBERTO & CARMEN	5/27/2021	1:00:00 PM	18	Lower Matecumbe	WHITE MARLIN BEACH SEC 1	11	C	00392430-000000
12	PRSFC202000472	LEON WILLIAM & JACKELINE	5/27/2021	1:10:00 PM	18	Lower Matecumbe	WHITE MARLIN BEACH SEC 1	18	E	00392990-001000
13	PRSFC202100428	RUIZ JORGE ALBERTO	6/16/2021	12:53:00 PM	18	Lower Matecumbe	Port Antigua Plat No. 1	11		00394486-001100
14	PRSFC202001015	NICHOLS GARY & BETH	6/25/2021	10:36:00 AM	18	Lower Matecumbe	Lower Matecumbe Beach	9	2	00388960-000100
15	PRSFC201802189	CBT Construction and Development, Inc.	4/11/2019	1:22:00 PM	17	Plantation Key	Indian Harbor	16	9	00421920-000000
16	PRSFC202001254	Burstyn, Samuel	8/2/2021	12:00:00 PM	17	Lower Matecumbe	Port Antigua Plat 5&6 PB6-25	317		00394489-012000
17	PRSFC202100688	Jaquelyn Wrenn Ekblom	8/5/2021	2:07:00 PM	17	Plantation Key	Fontaine Lake Estates	11	5	00433080-000000
18	PRSFC201901572	Morejon, Orlando and Annmarie	8/23/2021	2:20:00 PM	17	Upper Matecumbe	Russell Estates			00404060-000100
19	PRSFC202100572	Morejon, Orlando and Annmarie	9/24/2021	11:00:00 AM	17	Upper Matecumbe	Russell Estates			00404060-000300
20	PRSFC202100850	Lindback, Craig	10/12/2021	1:06:00 PM	17	Plantation Key	Plantation Key Colony	43	3	00426140-000200
21	PRSFC202100751	Torres, David and Sothsoler	10/25/2021	12:11:00 PM	17	Lower Matecumbe	Port Antigua Plat No 2	58		00394487-001500
22	PRSFC202100433	Makulu LLC	10/29/2021	11:44:00 AM	17	Plantation Key	Tavernero	19	1	00437493-002001
23	PRSFC202101234	Morales Rev Living Trust	11/22/2021	2:17:00 PM	17	Plantation Key	Sunshine Estates	7	1	00434630-000000
24	PRSFC202101237	Tiedemann, Jocelyn	12/1/2021	11:59:00 AM	17	Plantation Key	Key Heights Sect 2	21	4	00416180-000000
25	PRSFC202101049	Ferguson, James	1/14/2022	9:54:00 AM	17	Plantation Key	Indian Waterways	33	2	00422920-000000
26	PRSFC202101339	RCM of Florida LP	1/31/2022	10:33:00 AM	17	Lower Matecumbe	Mat Ocean Bay	9	3	00395240-000000
27	PRSFC202000300	4 KEYS INVESTMENTS AND DEVELOPMENTS CORP	6/10/2022	11:00:00 AM	17	Lower Matecumbe	WHITE MARLIN BEACH SEC 1	16	I	00393270-000000
28	PRSFC202101553	Egret Investments Limited Partnership	8/30/2022	10:40:00 AM	17	Lower Matecumbe	Lower Matecumbe Beach	27-28	3	00389440-000000
29	PRSFC202100988	162 Sunset Dr LLC	10/20/2022	12:50:00 PM	17	Lower Matecumbe	Lower Matecumbe Beach	16	3	00389310-000000
30	PRSFC201900719	Holly Lynn Ernstes-Jones Revocable Trust	10/24/2019	3:48:00 PM	16	Upper Matecumbe	Bay Hammock Community	33	-	00403041-003300
31	PRSFC201800860	LAZZERI JEFF & JULIE	4/2/2020	2:15:00 PM	16	Plantation Key	Plantation Lakes Estates	39	-	00093420-003801
32	PRSFC202000659	Islamorada Realty Invesment Trust	7/31/2020	9:15:00 AM	16	Plantation Key	Plantation Key Colony	28	11	00429010-000000
33	PRSFC202000667	Islamorada Realty Invesment Trust	7/31/2020	9:16:00 AM	16	Plantation Key	Plantation Key Colony	27	11	00429000-000000
34	PRSFC202000719	Islamorada Realty Investment Trust	8/17/2020	10:00:00 AM	16	Plantation Key	Plantation Key Colony	25	4	00426430-000000
35	PRSFC202001406	FERNANDEZ VIVIAN M & DOCAMPO JOSE A	5/13/2021	8:19:00 AM	16	Lower Matecumbe	Lower Matecumbe Beach	4	1	00388710-000000
36	PRSFC202100240	Gode, A.J and P.J.	9/27/2021	3:18:00 PM	16	Lower Matecumbe	Lower Matecumbe Beach	3	3	00389160-000000
37	PRSFC202100571	Morejon, Orlando and Annmarie	10/29/2021	11:50:00 AM	16	Upper Matecumbe	Russell Estates			00404060-000200
38	PRSFC202100954	Vaughn, Ray	11/1/2021	11:45:00 PM	16	Plantation Key	Edenair	8	1	00433470-000000
39	PRSFC202101286	Whitehill, Doria, Gregory, Alligood, Simpson	2/22/2022	10:20:00 AM	16	Plantation Key	Venetian Shores No 2	4	18	00408320-000000
40	PRSFC202200068	Islamorada Realty Investment Trust	3/30/2022	12:32:00 PM	16	Lower Matecumbe	Matecumbe Ocean Bay Sec 2			00397120-000000
41	PRSFC202101379	Lonnborg, Ronald	5/11/2022	3:00:00 PM	16	Plantation Key	Plantation Beach	4	8	00414060-000000
42	PRSFC202200149	Villamil Carlos and Vicente Sonia	9/1/2022	2:00:00 PM	16	Plantation Key	Plantation Key Colony	20	15	00431260-000100
43	PRSFC202101283	Martin, Akalia	9/16/2022	10:40:00 AM	16	Plantation Key	Tropical Atlantic Shores 1 Add	25	6	00436950-000000
44	PRSFC202100967	Schrader, Kathleen	9/16/2022	10:41:00 AM	16	Plantation Key	Tavernero	11	1	0037493-001100
45	PRSFC202200170	Sanders Charles Revocable Living Trust	9/23/2022	2:00:00 PM	16	Lower Matecumbe	WHITE MARLIN BEACH SEC 1	23	G	00393580-000000
46	PRSFC202201313	McKeown, James	1/23/2023	1:05:00 PM	16	Plantation Key	Tavernero	7	2	00437493-003700
47	PRSFC202200812	Weber, Craig	3/30/2023	10:00:00 AM	16	Plantation Key	Venetian Shores Plat No 2	8	10	00407150-000100
48	PRSFC201801827	Paulo & Kellen Paiva	2/4/2021	12:15:00 PM	15	Upper Matecumbe	Bay Hammock Community	20	-	00403041-000100
49	PRSFC201801826	Paulo & Kellen Paiva	2/5/2021	8:00:00 AM	15	Upper Matecumbe	Bay Hammock Community	1	-	00403041-002000
50	PRSFC202100804	Island Investment Partners Inc.	10/12/2021	11:08:00 AM	15	Plantation Key	Venetian Shores Plat No 2	1	13	00407550-000000
51	PRSFC202200078	Rodriguez, Robert	4/26/2022	12:00:00 PM	15	Plantation Key	Plantation Key Colony	11	7	00427430-000000
52	PRSFC202101424	Venezia Land Trust Number Two	8/19/2022	8:40:00 AM	15	Plantation Key	Plantation Key Colony	2	7	00427330-000100
53	PRSFC202000057	LINDBACK CARL ESTATE	6/29/2023	4:00:00 PM	15	Plantation Key	Tavernero	24	1	00437493-002400
54	PRSFC201901501	Weeks, Donald	3/16/2020	8:00:00 AM	14	Plantation Key	Plantation Lake Estates	8	-	00093420-000901
55	PRSFC202000351	Keys Basin LLC	10/7/2020	10:30:00 AM	14	Plantation Key	Vacation Village	1	1	00417470-000000
56	PRSFC202000352	Keys Basin LLC	10/7/2020	10:31:00 AM	14	Plantation Key	Vacation Village	1	1	00417470-000000
57	PRSFC202100795	MAZAL 233 LLC	9/27/2021	11:05:00 AM	14	Plantation Key	Key Heights Sect 2	5	7	00416500-000000
58	PRSFC202100796	MAZAL 233 LLC	9/27/2021	11:22:00 AM	14	Plantation Key	Key Heights Sect 2	6	7	00416510-000000

Rank	Permit #	Name	Date of Application	Time of Application	Score	Key	Subdivision	Lot	Block	RE No.
59	PRSFC202201031	MEDINA DELIO I REVOCABLE TRUST	6/12/2023	12:00:00 PM	14	Lower Matecumbe	Port Antigua	144		00394488-004700
60	PRSFC202201342	Weidler Thomas	1/23/2023	12:30:00 PM	13	Plantation Key	Plantation Shores	18	3	00418621-004600
61	PRSFC202000794	Hopman, Andreas	9/16/2020	10:30:00 AM	12	Lower Matecumbe	Lower Matecumbe Beach	19	4	00389820-000100
62	PRSFC202200455	Lesko, Brian and Jodi Lynn	9/8/2022	3:00:00 PM	12	Plantation Key	Bay Hammock Community	25		00403041-002500
63	PRSFC202000555	Ewald, Nicholas	4/30/2021	11:30:00 AM	11	Plantation Key	Plantation Beach	7	2	00413760-000000
64	PRSFC202200496	Cockerham, Mark	8/4/2022	9:48:00 AM	9	Upper Matecumbe		6(9)		00096220-000300
65	PRSFC202001140	Gregg, Mark	1/31/2022	10:15:00 AM	7	Plantation Key	Toners Nautical Shores			00412230-000000
66	PRSFC202200154	102 Bayview LLC	5/2/2023	11:30:00 AM	4	Lower Matecumbe	Safety Harbor	22	7	0039211-000000
67	PRSFC202000130	Rosa Maria Z Walchli REV Trust 11/5/2008	10/20/2020	9:27:00 AM	2	Plantation Key	Fontaine Lake Estates	2	5	00432990-000000



Council Communication

To: Mayor and Village Council
From: John Quick, Interim Village Attorney
Date: August 17, 2023
SUBJECT: **Resolution establishing Village Council procedures - continued from July 27 - TAB 14**

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 _____ 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 _____

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 reconsider² 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 neither 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.

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.

B. General.

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: John Quick, Interim Village Attorney
Date: August 17, 2023
SUBJECT: Resolution amending dates of regular Village Council Meetings - TAB
15

Background:

During the July 27, 2023 regular Village Council meeting, the Village Council expressed a desire to change the current schedule for regular Village Council meetings from every third Thursday to Tuesdays and Thursdays during the second week of every month.

Analysis:

Undersigned drafted the attached resolution to effectuate that desire. Given that some months begin on a Wednesday or later, the language could not be drafted as meeting on the second Tuesday and Thursday of every month. As a result, the proposed draft sets the meeting schedule for the second Thursday and the immediate preceding Tuesday to account for such scenarios (the first of which would be in November). In addition, since the Village Council has already scheduled its first Budget Hearing for September 12, 2023, the undersigned drafted the resolution to be effective October 1, 2023. This avoids the scenario of having to cancel the first Tuesday meeting under the new schedule due to the conflict with the already advertised Budget Hearing. Making this resolution effective October 1, 2023 will also align the new schedule with the beginning of the Village's new fiscal year.

Budget Impact:

Staff Impact:

Recommendation:

Attachments: 1. 46Z4942-Resolution changing RVCM days

RESOLUTION NO.

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, AMENDING RESOLUTION
NOS. 04-11-67 AND 15-05-42 REGARDING THE SCHEDULE
FOR VILLAGE COUNCIL MEETINGS AND PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, pursuant to Section 5(8) of the Village Charter of Islamorada, Village of Islands, Florida ("Village"), the Village Council adopted Resolution Nos. 04-11-67 and 15-05-42, thereby establishing the time and location of regular Village Council meetings; and

WHEREAS, the Village Council desires to amend Resolution Nos. 04-11-67 and 15-05-42 to modify the days of regular Village Council meetings.

**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. **Change of Schedule.** Section 1 of Resolution No. 04-11-67 is hereby amended to read as follows:

"That the Village Council shall meet the second ~~every third~~ Thursday of the
month as well as the immediate preceding Tuesday ~~beginning on June 18, 2015~~
~~through September 30, 2015~~ at 5:30 p.m., at Islamorada Founders Park at 87000
Overseas Highway, Islamorada, Village of Islands, Florida for the purpose of
considering the business and items of the Village Council and shall hold such
other additional meetings as established by the Village Council pursuant to
Section 5(8) of the Village Charter. Meetings shall conclude no later than 10:00
p.m. unless a majority of the Council votes to continue. All continuances shall be

limited to one-half hour increments. If the meeting should fall on a legal holiday or such other date the Village Council determines necessary, the Village Council may, by motion, reschedule or cancel any such meeting."

Section 3. Effective Date. This Resolution shall become effective October 1, 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



Council Communication

To: Mayor and Village Council
From: Maria Bagiotti, Founders Park Director
Date: August 17, 2023
SUBJECT: **Resolution Approving Ranking of the RFP 23-08 Evaluation Committee for Negotiation with a Contractor to Provide Professional Services and Project Management for the Founders Park Pool Resurfacing Project - TAB 16**

Background:

Islamorada Founders Park, located at 87000 Overseas Highway, is the center of the Village's Parks and Recreation system, offering sports programs, recreational programs and facilities, sports coaching and training, and facilities for aquatics, golf, soccer, baseball, pickleball, tennis, volleyball, swimming and basketball. The Ron Levy Aquatic Center in Founders Park has an Olympic size competitive swimming pool measuring 50 meters by 25 yards with a dive well. The depth ranges from 4 ft to 12.6 feet. The pool volume is 671,940 gallons and has a bathing load of 371. The pool has eight (8) lap lanes that can be oriented to 25 yards or 50 meters. The diving well consists of (2) two three-meter boards and (2) one-meter boards. The Aquatic Center also has a splash pad, slide feature, mechanical room, surge tank, sand filtration system, chlorination system, heat pumps, and locker rooms with enclosed showers and restrooms.

Construction of the Village's Aquatic Center was completed in 2001. Due to age, the pool surface is deteriorating. Visible signs of plaster and concrete spalling, discoloration, rust stains, roughness, minor cracks, tile cracks, uneven deck surface, and leaks are occurring as indicated by increasing water bills for the facility. Resurfacing and renovation of the facility is required to address the issues. The locker room facilities including floors, bathroom fixtures, showers and storage cabinets are aged, and upgrades are needed for improved function, cleanliness and the comfort of visitors. Furthermore, the addition of a lifeguard office/first aid station within the footprint of the current restroom facilities is needed and is proposed to be included in the renovation.

While Village staff is able to identify that problems exist, staff does not have the expertise and experience to identify all of the issues and needs associated with resurfacing and repairing an Olympic size swimming pool and renovations of the facilities. For this reason, the Village released RFP 23-08 to solicit sealed proposals from consulting firms, construction contractors, and/or engineers who specialize in or have experience in large commercial pool resurfacing and renovation projects. The scope of work will include an evaluation of the current conditions, creation of a scope of work to complete the renovation project, providing assistance with a competitive bid to hire a construction contractor, subsequently acting as project manager, and providing overall advice and guidance to Village staff.

Analysis:

On May 10, 2023, the Village issued Request for Proposals (RFP) 23-08 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 May 10, 2023 through the final submittal deadline of July 13, 2023. In addition to the formal postings, notice was posted on the Village's Facebook page, distributed to the Village's new distribution list and publicized in the Keys Weekly newspaper. To answer the questions posed about the RFP, four addenda were published, and the bid submittal deadline was extended.

The Village received a total of two (2) proposals in response to RFP 23-08; the proposals are provided as Attachment "B" and Attachment "C"). To evaluate the proposals, the Village Manager appointed an RFP 23-08 Evaluation Committee (the "Committee"). The Committee was comprised of Founders Park Director Maria Bagiotti, Chief Building Official Sheila Denoncourt and Public Works Coordinator Kristiana Patience. Due to the type of services sought through this RFP, the State of Florida's Competitive Consultants Negotiation Act ("CCNA") applies, and cost may not be considered during the evaluation of the qualifications of the proposers. Consideration was given to each firm's organization, experience, qualifications, staffing, location, similar experience and proposed timeline for completion of the project.

The proposals were reviewed and scored by the Committee in a publicly noticed meeting on July 20, 2023. Discussion included the evaluation criteria listed above. Specific focus was given to whether the firm identified a professional engineer as part of the team because structural engineering may be a key part of the project. The Village received two proposals – one from Anser Advisory Services and one from RJS Design Consultants. Anser Advisory did not identify professional engineers on its staff. With regard to timeline, RJS Design Consultants projects 16 weeks to complete the evaluation, prepare construction documents and release an RFP while Anser Advisory projects 48 weeks to complete the same tasks. The considerable difference in timeline was discussed by the Committee.

A maximum of 100 points were available in the scoring system per Committee member as neither firm was qualified for local preference points, 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.

<u>Rank</u>	<u>Proposer/Firm Name</u>	<u>Points</u>
1.	RJS Design Consultants, LLC	229
2.	Anser Advisory	211

Following the evaluation, committee members agreed to present the above ranking to the Village Council with RJS Design Consultants, LLC, as the top-ranked firm.

Adoption of the proposed resolution, provided as Attachment "A" would approve the ranking of the RFP 23-08 Evaluation Committee and authorize the Interim Village Manager and/or his designee and the Village Attorney to enter into negotiations with the top-ranked firm. If negotiations are not successful with RJS Design Consultants, the Village would enter into negotiations with Anser Advisory. During contract negotiations, the cost proposal would be opened and considered.

Budget Impact:

The cost for the services has not yet been negotiated. The proposed FY 2023-2024 budget includes \$100,000.00 in the Parks & Recreation General Fund budget in the Professional Services line item. The proposed budget would be amended with the negotiated cost for the services.

Staff Impact:

The Interim Village Manager and/or his designee and the Village Attorney would complete the negotiation process.

Recommendation:

It is recommended that the Village Council adopt the proposed resolution, thereby approving the ranking of proposers for the Founders Park Pool Resurfacing Project and authorizing the Interim Village Manager and/or his designee and Village Attorney to enter into negotiations for the services.

- Attachments:**
1. Resolution approving ranking of Professional for Pool Resurfacing project-with exhibit
 2. Attachments_B_and_C_Proposals

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE RANKING OF THE RFQ 23-08 EVALUATION COMMITTEE FOR PROFESSIONAL SERVICES AND PROJECT MANAGEMENT FOR OLYMPIC SIZE POOL RESURFACING PROJECT; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands, Florida (the "Village") operates and maintains an Olympic size competitive swimming pool with a diving well (the "Pool") at the Ron Levy Aquatic Center in Founders Park; and

WHEREAS, construction of the Aquatic Center was completed in 2001; and

WHEREAS, the Pool surface shows signs of deterioration with plaster and concrete spalling, discoloration, rust stains, roughness, minor cracks, tile cracks, uneven deck surfaces, and known leaks; and

WHEREAS, the Aquatic Center locker room facilities including floors, bathroom fixtures, showers and storage cabinets are aged; upgrades are needed for improved function, cleanliness and the comfort of visitors; and

WHEREAS, the addition of a lifeguard office/first aid station within the footprint of the current restroom facilities is needed and is proposed to be included in the renovation; and

WHEREAS, on May 10, 2023, the Village issued Request for Proposals (RFP) 23-08 in accordance with Sec. 2-327(b) and (c)(4) of the Village's Purchasing Guidelines in the Village Code of Ordinances to solicit sealed proposals from consulting firms, construction contractors, and/or engineers who specialize in or have experience in large commercial pool resurfacing and renovation projects; and

WHEREAS, due to the type of services sought through this RFP, in accordance with Florida Statutes 287.055 (the Consultants' Competitive Negotiation Act or "CCNA"), cost may not be considered during the evaluation of the qualifications of the proposers; and

WHEREAS, the Village received two (2) proposals in response to RFP 23-08 following the advertising period from May 10, 2023 through July 13, 2023; and

WHEREAS, the Village Manager established an Evaluation Committee (the "Committee") to review the qualifications of the proposers and make a recommendation for the Village Council to approve the ranking and approved negotiations; and

WHEREAS, the Committee reviewed the two (2) proposals received and ranked in order of perceived qualifications; and

WHEREAS, the Village Council finds that approval of the Committee's ranking and direction to negotiation and agreement for the Founders Park Pool resurfacing and renovation project 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 Ranking.** The Village Council hereby approves the following ranking for the Professional Services and Project Management for Olympic Size Pool Resurfacing Project:

1. RJS Design Consultants LLC
2. Anser Advisory LLC

Section 3. **Authorization of Village Officials.** The Village Manager and/or his

designee and the Village Attorney are authorized to negotiate the terms and conditions of an Agreement with the top-ranked firm in substantially the form as provided as Exhibit "1" and if unsuccessful, negotiate with the second ranked firm.

Section 4. **Effective Date.** This Resolution shall become effective immediately upon its adoption.

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilman Mark Gregg _____

Councilwoman Elizabeth Jolin _____

Councilman Henry Rosenthal _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

AGREEMENT

THIS IS AN AGREEMENT, dated the day of , 2023, between:

ISLAMORADA, VILLAGE OF ISLANDS

a Florida municipal corporation, hereinafter "**VILLAGE**,"

and

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

WITNESSETH:

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

Article 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 professional services and project management services to evaluate the current conditions and create a scope of work for a pool resurfacing project for the Olympic size pool and renovations of the locker room facilities at the Ron Levy Aquatic Center in Islamorada's Founders Park in a timely and responsive timeframe (the "Project").

Section 1.02 On May 8, 2023, the VILLAGE issued Request for Proposals No. 23-08 for the Project, including all Exhibits and Addenda (the "RFP").

Section 1.03 On _____, 2023, the VILLAGE received a proposal from CONTRACTOR, for completion of the Project as expressed in the RFP.

Section 1.04 The evaluation committee evaluated and ranked the proposal in accordance with the RFP and determined that CONTRACTOR was a 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. 23-##-##, approving negotiations of an 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 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 the 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 a 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 WARRANTIES

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 _____ and no/100 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) Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit; and
- (d) 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.

Contractor shall obtain all necessary endorsements to support these requirements.

The insurance provided by the contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Village shall be excess of, and shall not contribute to, the insurance provided by proposer.

The insurance maintained by the contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. The contractor shall pay on behalf of the Village or the Village's council members, officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the Village or the Village's council, officials, officers, agents and employees.

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 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: Contact Name/Title
Company
Street Address
City, State and zip code
Email address

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.

[CONTRACT DOCUMENTS FROM RFP SHALL BE INSERTED IN AGREEMENT]

Form of Agreement

[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:

Print Name:_____

By:_____

Print Name:_____

Title:_____

Date:_____

ATTEST:

SECRETARY

STATE OF FLORIDA)
COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 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"

FORM OF CONTRACTOR'S PROPOSAL

Form of Agreement

Exhibit "B"

PROJECT TIMELINE

Form of Agreement

July 12, 2023

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

Re: COVER LETTER
PROFESSIONAL SERVICES AND PROJECT MANAGEMENT
FOR OLYMPIC SIZE POOL RESURFACING PROJECT
(RFP 23-08)

Dear City Clerk and Staff,

In this cover letter we would like to share with you why we feel that our team would be an excellent choice to deliver this project to you. We have assembled a team of experts to provide their talent for all design and construction management aspects of this project.

Besides the individual experience and project portfolio that will be demonstrated further down in this document, we would like to emphasize the long-standing positive relationships of the individuals who would be working together on this project.

From the engineering side, and this is principally an engineering exercise, the principals of the firms providing engineering have been working together since 2004 when we were all designers, engineers, and project managers working in the same multi-disciplinary firm in Pompano, FL. During that time we developed close personal relationships and comradery that has lasted to today, as well as an easy working relationship. This relationship continued as we all matured and eventually went out to start our own firms. When you work together as a team over the years on scores of projects, communication and seamless project delivery becomes a benefit for the Client. And a team of design professionals that have watched each other's children grow up and enjoy one another's company is nothing but a benefit to our customers.

Our Architect team member is a Principal in his own firm, where he has been working for decades. The engineers have all known Brian and worked with him on projects all over South Florida since when we first met in 2004. Together we have constantly taken on and delivered more projects than could reasonably be listed here.

To assist with constructability/feasibility as well as to perform some of the twice weekly site visits/inspections requested in the RFP, we are bringing in a Certified General Contractor with construction experience in Islamorada as well as building experience with aquatic facilities. Dan is a Georgia Tech educated engineer who went into the contracting side of construction and has been an invaluable asset in various projects we have had where we needed a contractor's perspective on design decisions that impact cost and constructability.

Our proposed design team consists of:

RJS Design Consultants, Prime Professional, Aquatic Engineering
8 MIDDLESEX DRIVE
WILTON MANORS, FL 33305
Certificate of Authorization 35428
Ben Ellis, FL PE 67568

Gallo Herbert Architects, Architecture & Planning
1311 WEST NEWPORT CENTER DR STE A,
DEERFIELD BEACH, FL 33442
Brian Herbert, AIA Lic AR0015474

Nino & Moreno, Civil and Structural Engineering
12225 NW 83RD PLACE,
PARKLAND, FL 33076
Certificate of Authorization 30370
Cesar Nino, FL PE 69305
Luisa Moreno, FL PE 68250

Ellis Consulting of Florida, MEP Engineering
1106 North G St, Ste B
Lake Worth, FL 33460
Certificate of Authorization 32959
Ben Ellis, FL PE 67568

Royal Building Group, Constructability and Site Inspections
1106 N G ST,
LAKE WORTH FL 33460
Dan Walesky, CGC1524601

All companies and key personnel are properly licensed with the State of Florida to provide the services required for this project.

Project Portfolio:

While the team in whole has worked on numerous projects, the three we will focus on are projects that were performed or are in progress with the bulk of the team. These are:

Nova Southeastern University Aquatic Center, opened 2008



"The Nova Southeastern Aquatic Center is a state-of-the-art facility that boasts an Olympic size pool and diving well. Opened in the summer of 2008, it is comprised of two moveable bulkheads to create eight 50 50-meter lanes, 16 25-meter lanes, and 28 25-yard lanes.

"Our aquatic is not only one of the best facilities in Florida, but the addition of shade sails and a chiller system has added another level of quality and aesthetic comparable to the best outdoor facilities in the country," said head coach Hollie Bonewit-Cron. "We are fortunate to not only have short course yard, short course meter and long course meter capabilities, but we also have the benefit of having a separate diving well that can be utilized simultaneously with swimming competitions."

There is a separate diving well which includes two one-meter boards and one three-meter board with an infrastructure to build a diving tower. The pool was designed to allow multiple events simultaneously or to host one large competition. With the ability to host such events, the Nova Southeastern University pool makes it one the best pools in the state of Florida."

https://nsusharks.com/sports/2013/9/11/GEN_0911130139.aspx?path=mswim

Rolling Hills Residence Hall Site, Pool and Out Buildings



This outdoor pool and deck consists of a zero entry, grotto with waterfall, solar heating, and lush landscaping. Completed in 2006, this project has been a feather in the cap of NSU for promoting student life.

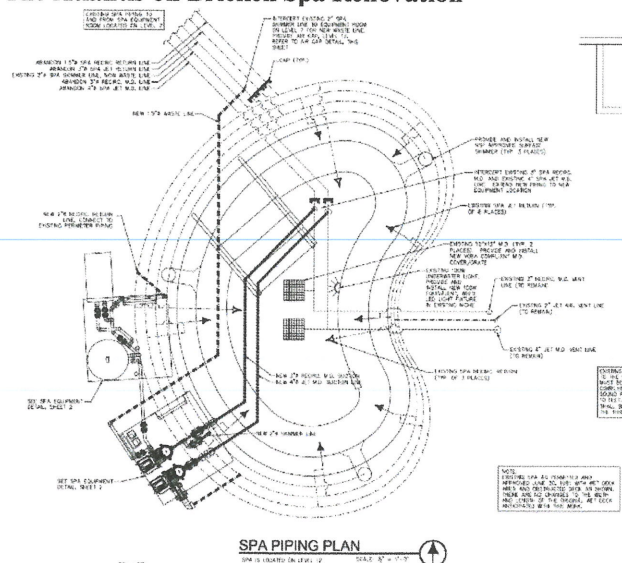
https://nsu.campusmaps.com/#!/FAC_2013022107788

Alper JCC Miami Aquatics Facility Pool Repair and Renovation (in design now)



The Alper JCC Miami Aquatics Facility features a heated/cooled, 25-meter pool offering lap swimming and recreational swimming. There is also a kiddie pool that is being converted to a splashpad. The pool repairs are currently in the permitting phase and the deck amenities and splashpad are in the design phase. This project boasts the same team proposed for the Founders Park project.

The Atlantis on Brickell Spa Renovation



This is not a large project, but it was a complex one to permit. This existing spa was built in an opening in the 8th floor of a residential high rise on the Bay off of Brickell Ave. It required variances for a number of conditions that were non-conforming. RJS worked diligently with the Client and the various jurisdictions to provide a working solution to moving the spa equipment and renovating the facility.

Client References:

Randy Seneff, Executive Director of Facilities Management
Nova Southeastern university
rseneff@nova.edu
954-262-8805

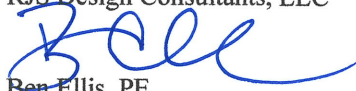
Irenen Tzanani, CEO
Alper JCC
itzanani@alperjcc.or
305-271-9000 x.229

Vivian Luedtke, Property Manager
Atlantis on Brickell
manager@atlantisonbrickell.com
305-271-285-1751

Should you have any questions, please do not hesitate to contact me. We are looking forward to working with you on this project!

Sincerely,

RJS Design Consultants, LLC



Ben Ellis, PE
Director of Engineering

July 12, 2023

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

Re: SCOPE OF WORK AND PROPOSAL
PROFESSIONAL SERVICES AND PROJECT MANAGEMENT
FOR OLYMPIC SIZE POOL RESURFACING PROJECT
(RFP 23-08)

Dear City Clerk and Staff,

Thank you for the opportunity to submit a proposal on the above referenced project. We look forward to working with you on it.

Description of Project:

Founders Park located at 87000 Overseas Highway, Islamorada, Florida, is the location of the Ron Levy Aquatic Center with an Olympic size competitive swimming pool measuring 50 meters by 25 yards with a dive well. The depth ranges from 4 ft to 12.6 feet. The pool volume is 671,940 gallons and has a bathing load of 371. The pool has eight (8) lap lanes that can be oriented to 25 yards or 50 meters. The diving well consists of (2) two three-meter boards and (2) one-meter boards. The pool has experienced a number of deteriorating conditions to the pool surface as well as the pool deck and the deck is sinking in some areas.

The locker room facilities including floors, bathroom fixtures, showers and storage cabinets are aged, and upgrades are needed for improved function and cleanliness. Furthermore, the addition of a lifeguard office/first aid station within the footprint of the current restroom facilities is to be included in the renovation.

We propose to provide professional services and project management services to evaluate the current conditions and create a scope of work for a pool resurfacing project for the Olympic size pool and renovations of the locker room facilities at the Ron Levy Aquatic Center in Islamorada's Founders Park.

Scope of Professional Services:

1.0 GENERAL SCOPE AND DELIVERABLES

The project manager's overall tasks include:

- Identifying repair work needed to address current issues with the pool that are contributing to the deteriorating conditions
- Developing the scope of work needed to address these issues
- Drafting the bid document needed to seek a contractor for the resurfacing and renovation work pursuant to a competitive selection process
- Assisting the Village in managing the bid process

- Overseeing the project and ensuring that the contractor is meeting performance requirements after selection of a contractor is approved by the Village Council
- Reviewing invoices before payment processing by the Village
- Ensuring that the contractor has obtained all necessary permits

2.0 SCOPE OF SERVICES

The scope of work and process for this Project is identified by phases. The consultant shall be authorized to perform basic professional services in all phases: Evaluation and Design Phase, Bid Phase and Construction and Management Phase.

Summary:

1. Professional consultant services for the evaluation of the existing conditions and causes of deterioration, preparation of all plans, specifications and details necessary for the pool resurfacing and facility renovation.
2. Provide documents and technical specifications for the bidding project and assist with preparation of the procurement/bid documents.
3. Serve as the Project Manager for the pool resurfacing and facility renovations.

EVALUATION AND DESIGN PHASE

1. Meet with Village representatives for an initial project “kick-off” meeting to refine the overall needs analysis of the project.
2. Review the overall intent of the project, conduct site inspections, observe limitations, explore opportunities, establish a time schedule, and outline responsibilities leading to the preparation of technical specifications, plans and bid documents.
3. Conduct site inspections and evaluate the pool surface, deck and coping, surge tank, mechanical operations, and pool features.
4. Oversee leak detention services to be performed on drains, lights, returns, fittings, expansion joint and pressure test all lines.
5. Provide design and consultant services for the preparation of all construction plans and technical specifications, shop drawings, schematics and documents associated with a complete bid package to fulfill the contract bidding requirements.
6. Provide and review bid documents to the Village and revise as needed.
7. Prepare a “Cost Estimate” of the proposed project cost and review with the Village prior to bidding the scope of work.
8. Prepare preliminary project time schedule that can be revised as additional project information is developed.
9. Assist to procure any and all necessary government permits related to the project.

BID PHASE

1. Provide the Village with a complete bid package in a form provided by the Village including technical specifications and documents, and list qualified contractors for solicitation of bids for the proposed work.
2. Assist the Village in the distribution of bid documents and responses to inquiries, as necessary.
3. Attend and conduct a mandatory pre-bid meeting to discuss and answer questions concerning the scope of work with potential bidders.
4. Review all bid submissions to ensure accuracy and completeness. Make inquiries of all references on behalf of the Village. Assist the Village in reviewing and evaluating the contractor proposals and making recommendations for an award of contract to the lowest responsible bidder.

CONSTRUCTION OBSERVATION AND MANAGEMENT PHASE

1. Upon award of a contract/agreement, attend and conduct a pre-construction conference to discuss the entire scope of work for the project with the successful contractor and subcontractors and establish a schedule for commencement of work that is mutually acceptable to all parties.

2. Establish work parameters, project scheduling, and assist with any other administrative matters, including the filing of any applicable permits.
3. Communicate with the Village and project contractor during the construction to coordinate project scheduling, selection of material and material specification submittals, change orders (if required), and provide review and clarifications relating to the shop drawings and specifications, as requested.
4. Assist the Village during the construction with appropriate construction observation/job meeting visits; prepare progress reports and meeting minutes, including pre-construction minutes; review and approve shop drawings, color and material selections; and resolve all disputes arising from the contractual documents. A minimum of two (2) weekly visits are expected during the construction process.
5. Be available during the construction process for telephone or email consultation to assist with matters requiring consultant expertise.
6. Review and approve all the work of the contractor and provide written documentation recommending approval or disapproval of contractor invoices, request of payment submittals, changes to and/or modifications to scope of work, and change order payment submittals.
7. Upon substantial completion of the work, prepare an itemized punch list of outstanding and/or unacceptable work items, see that all items contained in the punch list are corrected, and issue a final report to the Village recommending final payment.

We anticipate that upon selection we would enter into a formal contract with the Village that is based on a standard AIA contract between an owner and architect with reasonable addendums added by the Village's attorney.

Project Timeline:

The design phase timeline is based on weeks after receiving a signed contract with the Village. The pool would be open during this time.

Weeks 1-2: Mobilization, initial client meeting with design team
Weeks 3-5: Evaluation and Design Development
Weeks 6-8: Schematic Design, client approval of design concepts and scope of work
Weeks 9-12: 75% Construction Documents, develop bid package
Weeks 13-16: Construction Documents, Contractor RFP package, advertise Project

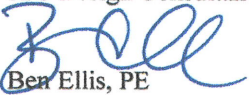
We expect an active time of construction to be about 4 months. After a successful Contractor is selected:

Weeks 1-8: Submit Plans to the DOH & Bldg Dept, Contractor begins pre-con activities
Weeks 9-25: Construction
Weeks 26-30: Post construction cleanup, final inspections, punch items, and turnover

Should you have any questions, please do not hesitate to contact me.

Sincerely,

RJS Design Consultants, LLC


Ben Ellis, PE
Director of Engineering

12. 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 and 2 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 of 2 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

BEN ELLIS, PE, Dir. of Eng.

Name and Title of Authorized Certifying Official

2023-07-12

Date

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

BEN Ellis, PE, Dir. of Eng.
 Name and Title of Authorized Certifying Official

2023-07-12
 Date

ADDITIONAL CONTRACT TERMS FOR FEDERAL AND FEMA FUNDED PROJECTS

The following clauses will form part of the agreement between Islamorada, Village of Islands and the Contractor resulting from this RFP.

A. Access to Records:

The following access to records requirements shall apply to the contract.

1. The Contractor agrees to provide Islamorada, Village of Islands, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, Islamorada, Village of Islands and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

B. Changes to the Contract:

Any changes to the contract between Islamorada, Village of Islands and the Contractor modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of project scope.

- C. **Non-use of DHS Seal, Logo, and Flags:** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of HSS agency officials without specific FEMA pre-approval.
- D. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.
- E. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

- F. **Program Fraud and False or Fraudulent Statement or Related Facts:** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.



Signature of Contractor's Authorized Official

BEN ELLIS, PE, Dir. of Eng.

Name and Title of Contractor's Authorized Official

2023-07-12

ANSER

ADVISORY

REQUEST FOR PROPOSAL

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

**23-08 PROFESSIONAL SERVICES AND
PROJECT MANAGEMENT FOR OLYMPIC
SIZE POOL RESURFACING PROJECT**

ANSERADVISORY.COM

529 E. CROWN POINT ROAD, SUITE 170
OCOE, FLORIDA 34761
407.897.5354

July 13, 2023

July 13, 2023

Islamorada, Village of Islands
Attn: Village Clerk
86800 Overseas Highway
Islamorada, Florida 3336

RE: Request for Proposal (RFP) 23-08 Professional Services and Project Management for Olympic Size Pool Resurfacing Project

Dear Selection Committee,

We at Anser Advisory are pleased to respond to the Islamorada, Village of Islands' request for proposal to provide Professional Services and Project Management for an Olympic Size Pool Resurfacing Project. We recognize that Islamorada is committed to resurfacing the pool and providing renovations of the locker room facilities at the Ron Levy Aquatic Center located in Islamorada's Founder Park, which will ultimately enhance this recreational asset for the community. We further recognize the Village's goals to maintain and preserve the community's character, natural spaces, and overall quality of life are forwarded with the execution of this project, goals that the Anser team fully embraces..

Over the last two decades, our focus has been as owner's representatives and project managers for public institutions, municipalities, athletic / recreation facilities, and other non-profits nationwide. Anser's Florida and recreation-focused personnel have provided wide-ranging consulting services to municipalities throughout the state, proactively addressing complex site logistic considerations, the public procurement process, and detailed financial monitoring procedures. In addition to our deep relevant experience, we bring the added value of the expertise, talent, and resources of our tenured professional team, enabling a *lessons learned* approach and the right subject matter expertise for every project need.

The Village requires a resolute and knowledgeable partner throughout this process to enable thorough assessment and evaluation of all facets of this project. Anser Advisory provides just such a project management team and has partnered with numerous municipalities on similar facility projects, including community centers and public pools. We are successful at moving projects forward where public process and community support are critical to success. The Anser team fully understands that the Ron Levy Aquatic Center will be an active and vital facility to Islamorada's population - we respect our obligations to this project and we are fully committed to the entire management process. With our team's strong construction and architectural background, new and renovation construction experience, and community project portfolio, we have the right qualifications, experience, and diligent approach to serve as your trusted advisor for this project.

The following proposal will outline how we will work in partnership with the Village, how we have effectively provided efficient and thorough services on similar projects to other municipalities, why we believe that we are the right fit for this project, and how we can help your community and citizens to successfully realize this important investment. In particular:

- **RECREATION FACILITIES AND MULTI-PURPOSE SPACE EXPERIENCES** We have successfully completed a variety of multi-purpose community and recreation facilities that include pools, fitness centers, locker areas, administrative offices, programmatic spaces, gymnasiums, and auxiliary spaces. We understand the multi-faceted approach and engagement process required in developing athletic and recreation spaces that satisfy the needs of all facility stakeholders.
- **THOUGHTFUL MUNICIPAL FUNDING STRATEGIES** We have the capability and the expertise to deliver real estate and funding consultancy with both development and operating proforma estimating services, enabling the most informed options and decisions.
- **APPLIED PUBLIC CONSTRUCTION EXPERTISE** We have extensive public procurement experience that we leverage to enable precise adherence to local regulations for procurement and construction. We know how to develop, bid, and deliver a successful project for your community at the best value and quality possible.
- **THOROUGH COMMUNICATION AND EMPHASIZED COLLABORATION** We promote effective communication and collaboration throughout all phases of the project. We know that your project must be cost effective, supported by the community, and respond to the requirements of a wide variety of stakeholders and local authorities. Our comprehensive process enables transparency and efficiency, as well as clear inputs and buy-in from the stakeholders and your decision makers.
- **COST EFFICIENCY AND CERTAINTY** Our team offers proven reliability in cost estimating for public sector construction projects, leveraging an in-house staff of local-to-Florida estimating professionals who both monitor market trends and analyze realistic cost models. Our team can provide budget development and benchmarking that are not only accurate but dynamic and flexible to future economic variables.

This expertise, coupled with our knowledge of having worked with other similar public institutions, government entities and regulatory agencies, provides the right background and experience to hit the ground running for you on this project.

The Anser team members that we have dedicated to this project will include Camille Tineo as your Project Manager with supporting professionals Jerry Foster (Athletic Planning and Programming), and Andy Kleimola and Dustin Reinhart from our Orlando office (Estimating). The following proposal further describes our thorough approach, our unique qualifications, and details our experiences with this type of project. Should you have any questions pertaining to our submission, please reach out via the contact information provided below. We look forward to the next steps on this important project.

We thank you for this opportunity, and for your time and consideration.



Andraya Lombardi, CCM, CSL, MCPPO
 Senior Director VP
 857.445.9365
andraya.lombardi@anseradvisory.com

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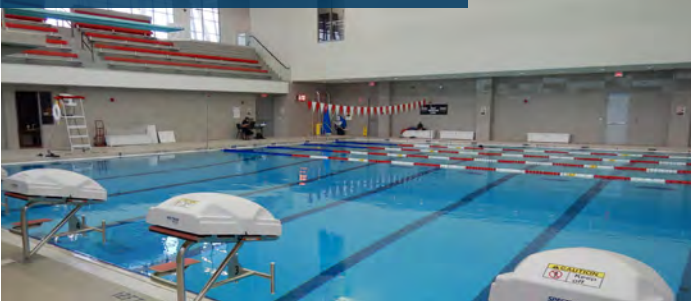
FIRM OVERVIEW

FIRM OVERVIEW

As a national capital project and advisory consulting firm, we provide a full range of management consulting, project and program controls, integrated planning, and project management services covering the entire development cycle. Our services include organizational readiness and process and systems assessments through the program definition/planning phase, downstream to design, bid/award, and construction phase activities. Our team brings over 40 years in working with athletic and recreational facilities development, operational planning and programming to meet the goals and objectives of our clients. Anser's experience working with diverse clients has provided our team specific insight into public and other recreational facility operations and stakeholders. Leveraging past experiences will enable seamless integration with your stakeholder team and management of your contractor.

We exist with a singular purpose to successfully guide projects from concept to closeout by integrating multidisciplinary skills into a single client solution. At the intersection of thoughtful analysis and creative innovation, we identify and solve the toughest challenges our clients face. We believe problem-solving is a challenge to be accepted and embraced; we engage the best minds from every discipline - to develop intelligent processes that are dynamic, innovative and efficient. We recognize the following specific concerns related to these types of projects:

NEW JERSEY INSTITUTE OF TECHNOLOGY



- Tight schedules - seasonal recreational calendars
- Safety - project on an active, occupied public facilities
- Challenging project locations - complex logistics
- Multiple stakeholder coordination and input
- Community engagement and communication
- Support of communal recreational offerings and programming
- Sustainability and longevity of facilities - maximizing lifecycle of equipment and materials

Our collective team's experience with various aquatic and multi-purpose recreational facilities includes competition, recreation, leisure, therapy, and ornamental and natural water feature projects as well as the surrounding site work, infrastructure, landscaping and adjacent facility work. We fully understand the intricacies of not only overseeing the planning and design phase of these types of complex aquatic projects, but our local knowledge and expertise further enables our team to navigate and support the City throughout the management of the public procurement process, coordination and communication with various stakeholder groups, oversight of various environmental and coastal construction considerations, and overall management and oversight of the entire construction process through closeout.

Our team's collective aquatic and pool facility experience includes a variety of similar projects completed nationwide including the following highlighted projects:

- | | |
|---|--|
| » New Jersey Institute of Technology Athletic Wellness & Events Center | » Fay School Athletic Facilities and Outdoor Pool |
| » Mt. Wachusett Community College Fitness Center | » Loyola Academy Aquatic Center |
| » Roxbury Community College Reggie Lewis Track & Athletics Center | » Town of Belmont Underwood Pool |
| » Los Angeles Unified School District, various pool and aquatic center facilities | » Town of Canton Bolivar Pool Aquatic Complex |
| » Northeastern University Henderson Boathouse | » City of Salem Forest River Park Pool & Bathhouse |
| | » Salvation Army Kroc Center |

PROJECT TEAM



PROJECT TEAM



PROJECT DIRECTOR
ANDRAYA LOMBARDI
CSL, MCPPO



PROJECT MANAGER
CAMILLE BEEPATH TINEO



SUBJECT MATTER EXPERT
OLC **SAM ELSHEIKH**
AIA, NCARB, LEED AP



**ATHLETIC FACILITIES
PROGRAM & PLANNING
MANAGER**
JERRY FOSTER



DIRECTOR OF ESTIMATING
ANDY KLEIMOLA
CEP, CPC



LEAD ESTIMATOR
DUSTIN REINHART
CMIT

KEY MEMBERS

Andraya Lombardi, Project Director, will lead this team and has extensive experience with facility renovations and repairs in the public and private sectors. **Camille Beepath Tineo, Project Manager** based out of the Fort Lauderdale area, will be this project's day-to-day project manager, overseeing the overall process and being the chief liaison with the owner. **Jerry Foster, Athletic Facilities Program & Planning Manager** will provide programming and planning support services related to athletics and recreation. Our estimating team consisting of **Andy Kleimola, Director of Estimating**, and **Dustin Reinhart, Lead Estimator**, will validate the feasibility and cost of the project. We have chosen this team for your project as they have successfully worked together on numerous projects.



SUBJECT MATTER EXPERT OLC

We have teamed with **Sam Elsheikh, Subject Matter Expert and Senior Principal** for OLC, an international architecture firm founded in 1961 with offices in Orlando, Denver, Tokyo, and Cairo. They are committed, enthusiastic and driven to deliver stellar architecture, interior design and aquatic design. OLC's process is enriched by collaborative spirit, creative commitment and a client-centered attitude. Our collective team partners our clients' business insights with our aesthetic vision, deep experience, and problem-solving skills to create a successful project. In addition to the firm's expertise with athletic, fitness and wellness facilities, they have broad experience in hospitality and other commercial building types.



Andraya Lombardi, CSL, MCPPO
PROJECT DIRECTOR



EDUCATION

Bachelor of Science, Construction Management, Wentworth Institute of Technology

Associate of Science, Architectural Engineering, Wentworth Institute of Technology

LICENSES / CERTIFICATIONS

Certified Construction Manager (CCM) No. 26429

MA Construction Supervisor License
OSHA 10 and 30

ORGANIZATIONS/AFFILIATIONS

Professional Woman in Construction (PWIC)

Society for College and University Planning (SCUP)

New England Healthcare Engineers' Society (NEHES)

AGC MA Building Women in Construction (BWIC)

EXPERIENCE

Years of Experience:

30+

Years with Anser:

15+

Andraya has 30 years of experience in engineering and construction management. She develops strong connections with each project constituent, including clients, contractors, public officials, consultants and vendors, and leads project teams to perform at their greatest potential. She has a unique blend of being strategic and hands on, able to define the big picture and dive in and out of the details as needed. She is also highly effective at process creation and has coordinated the development of report processes including project standards, document control, financial tracking and other key project control policies and procedures.

SELECT PROJECT EXPERIENCE

Mount Wachusett Community College Fitness Center Gardner, MA

DCAMM-funded building infrastructure upgrades to the Fitness Center to replace all mechanical equipment, improve operational energy efficiency, provide accessibility improvements as required, replace the roof and integrate with the innovative energy sources existing on campus. The 60,000 square feet (SF) two-level / three-story fitness center provides facilities for both students and surrounding community of Gardner and includes a pool, gymnasium, exercise rooms/fitness center, locker and changing/ showering facilities. The fitness center operates year-round, seven days a week, and requires work within occupied spaces and careful planning to limit the number and impact of electrical, mechanical and plumbing shutdowns.

Northeastern University, Various Sites, Boston MA and other sites

Project Director providing Northeastern's Huntington Avenue campus and nearby sites, on over 450+, multi-phased, multi-departmental renovations, including a broad range of building program management services. Andraya developed scopes of work and cost estimates; solicited proposals from design professionals; tracked and reported on design progress; developed and coordinated review and approval of budgets; coordinated contractor services; reviewed and submitted change orders for approval; tracked exposure to change orders; provided cost update and status reports; and coordinated project close out. She has worked closely with campus planners, colleges, the Principal Investigator and facilities trades, and the university's operations team. Selected projects include:

- **Henderson Boathouse, Boston, MA** \$2.3M project including dock replacement and major interior renovations this to iconic boathouse and dock, including specified docking areas, reducing dock slope and integrating ADA access.
- **Parson Field, Brookline, MA** \$2.0M Baseball Pavilion construction involving elevated grandstand seating and press box, bleachers and custom chairbacks. The pavilion also included restrooms and equipment storage room, backstop system, concessions area, IT & video upgrades, electrical, ADA Access, new lighting and sound system. Construction occurred during the winter months and was completed in 10 weeks.

Roxbury Community College, Reggie Lewis Track and Athletic Center Roxbury, MA

Project Director working with Facilities and DCAMM to complete FY 21- 22 Small and Critical Repair Projects on numerous Deferred Maintenance projects, including, mechanical system replacement, interior finishes and upgrades. Upgrades to main and gymnasium entrances lobby flooring, locker rooms, fieldhouse inner track athletic and gymnasium flooring replacements. Replacement of bleachers in the field house and gymnasium.

City of Everett, American Rescue Plan Act (ARPA) Consulting Services, Everett, MA

Andraya is currently leading a team that is providing American Rescue Plan Phase I needs assessment consulting and advisory services and formulating a spending plan for ARPA funds distributed in the City of Everett. The team is currently identifying spending priorities by the United States Treasury expense category, geographic or census tract area, aligning to locally adopted capital improvement programs, and revenue loss calculations and reviews for collectively over \$48.5 million in combined ARPA initiatives.



Sam Elsheikh, AIA, NCARB, LEED AP
SUBJECT MATTER EXPERT



EDUCATION

University of Colorado, Masters of
Business Administration, Masters of
Information Systems

Clemson University, Master
of Construction Science and
Management, Alexandria University,
Egypt, Bachelor of Architecture

LICENSES / CERTIFICATIONS

Licensed Architect - DE, FL, GA, IN,
LA, PA, SC

USGBC LEED® AP

EXPERIENCE

Years of Experience:

35+

Years with OLC:

26+

Sam is the Principal-in-Charge for OLC's Orlando, Florida office. He has over 30 years of experience in planning and designing a wide variety of project types including municipal facilities, resorts, recreation & athletic facilities and medically-based wellness centers throughout the United States. Sam manages projects in the southern and eastern United States, to which he has applied his expertise in architectural design and a keen understanding of construction management. Sam brings a detailed level of attention to projects small or large, remodeled or new, simple or complex. Along with managing architectural projects, Sam acts as OLC's CFO. In this role, he promotes fiscal responsibility to ensure the firm's success.

SELECT PROJECT EXPERIENCE

Burns Road Aquatic Center Pool House, Palm Beach Gardens, FL

Design/Build services were provided for an aquatic center building to replace the existing pool house and lifeguard building, to expand its aquatic offerings and to fulfill resident's needs. The project will have a well-defined entry with check-in area with sufficient control that is segregated from other community center functions. Patrons will have the ability to reach aquatic destination without checking in at the community center first. Sizable, dividable and flexible locker room will accommodate 2 different teams during swim meets, and they can be separated to provide recreational lockers verse adult/ team lockers.

Village of Wellington Aquatic Complex, Wellington, FL

The Village of Wellington Aquatic Center is a state of the art aquatic facility design to serve the Village residents and surrounding communities, the facility will offer 4 pools that will cover both competitive and recreational needs. The main competition pool is a 50 meter 7' deep competition pool, with timing system and score board and water polo goals, adjacent to the competition pool an 11' deep diving well with 2 one meter diving board and one 3 meter diving board, with climbing wall, additionally a 6-lane 25 yard multi-purpose pool is planned to serve as learn to swim, water exercise and as a competition warmup pool. Lastly the zero-depth entry pool with play structure, spray features, vortex, and jetted seat is included to accommodate the recreational needs of the community.

Palm Beach County Aqua Crest Pool, Delray Beach, FL

This project will address the need for a renovation of the Aqua Crest Pool Complex. OLC worked with the client to propose the complete demolition of the existing pool site and amenities. The new design will include two zones, the first zone for competitive swimmers, that includes an all-new 52-meter, 25-yard-10-lane pool with a separate dive well, and moveable bulkhead with traditional diving. The family destination of the aquatic center will consist of an interactive zero to 2.5' depth play pool and features that feed into a teaching pool. It will also feature three flume slide. The addition of a new building structure will house administration offices, ticketing, guard room, first aid room, weights training, locker rooms and concessions.

ADDITIONAL EXPERIENCE

- Mary Sue Rich Community Center at Reed Place, Ocala, FL
- Palm Beach Gardens Golf Club House, Palm Beach Gardens, FL
- Palm Beach Gardens Tennis Center Clubhouse, Palm Beach Gardens, FL
- Palm Coast Southern Recreation Center, Palm Coast, FL
- Lake Nona Performance Club, Orlando, FL
- Robert L. Taylor Recreation Center, Sarasota, FL
- Bartow Aquatic Center Feasibility Study, Bartow, FL
- Dr. Ann Murphy Knight S.T.A.R.S. Complex Expansion, Fort Myers, FL
- MVP Brownwood, The Villages, FL
- MVP Sportsplex, Isleworth, FL
- Oviedo YMCA Remodel, Oviedo, FL
- Pro-Health & Fitness Center - Viera, Melbourne, FL
- Sailfish Splash Community Aquatic Park, Stuart, FL
- Wesley Chapel Wellness Center, Wesley Chapel, FL



Camille Beepath Tineo
PROJECT MANAGER



EDUCATION

Doctorate of Business Project
Management Liberty University,
December 2024

Graduate Certificate Instructional
Design, University of Wisconsin-
Stout

Masters of Science Health
Administration, Grand Canyon
University

Bachelor of Science Architectural
Engineering and minor in
Construction Management,
Wentworth Institute of Technology

LICENSES / CERTIFICATIONS

Professional Certificate in Technical
Communications, Wentworth
Institute of Technology

EXPERIENCE

Years of Experience:

20+

Years with Anser:

>1

With over 20 years of hands-on project and construction management experience, Camille is a proven, detailed and results driven professional. Camille's experience spans a wide range of building construction projects, including occupied renovations of hospitality, commercial, residential, municipal, cultural, and athletic facilities. Throughout each of her projects, Camille has sought to implement a best practices approach, streamlining communications and processes while aligning with the project team and owner's goals and expectations. Camille is skilled at addressing the finite details of projects, including overseeing materials procurement, contract

SELECT PROJECT EXPERIENCE

MIT Albert and Barrie Zesiger Sports and Fitness Center, Cambridge, MA

Camille served as the Assistant Project Engineer for the new \$125 million construction of a state-of-the-art athletics complex which includes an Olympic-call 50-meter pool, seating for 450 spectators, a training pool, an 11,000 square feet fitness center, and six squash courts built to international competition standards. A 5,000 square foot multi-activity court offers volleyball, aerobics and recreational basketball. The complex also includes a 3,700 square foot sports medicine facility, administrative offices and locker rooms. Camille oversaw all document control and project administration, including RFIs and submittal review and processing.

Henrosa Hotel, Miami Beach, FL

Senior Project Manager for the Pierce Building is a historic building located in the center of Boston's Upham's Corner business district. Federal and state historic tax credits helped pay for an overdue major renovation of the Pierce as there were significant structural problems, water-management issues, and deteriorating facade elements. The building was brought to ADA compliance, and mechanical systems, lighting and interior finishes were all replaced.

Las Olas Grand Condominiums, Fort Lauderdale, FL

Camille served as the Project Engineer for the construction of a \$100 million new residential condominium building in Fort Lauderdale, Florida. Camille was brought in when the project was approximately 60% complete, and quickly became responsible for getting all accounting and documentation for the project current with a thorough change order management process. Camille was responsible for two direct reports on the project, overseeing submittals and RFIs as well as turnover of staff on and off the project. Camille worked directly with the owner's representative and the on-site owner throughout the duration of construction to get the project current and to achieve a successful, on time completion of work.

Miami Lakes Business Center & Dadeland Towers Renovation, Miami, FL

Camille served as the Pre-Construction Manager during the \$30 million interior and exterior renovations for residential towers and a business center located in Miami, Florida. Camille was responsible for overseeing the project's estimating services, including review of the 50% design documents for accurate cost estimates. This project included extensive drywall, MEP and concrete project elements throughout the renovation of each of the facilities.

Florida Highway Patrol Davie Office Building, Davie, FL

Camille served as the Project Engineer for the \$15 million occupied renovation of an aged office building requiring extensive upgrades for code compliance and interior renovations of each of the offices and meeting rooms. This project in part addressed water damage that had occurred in some of the rooms. As this project occurred while the building was fully occupied, this project required extensive tenant communication and phasing logistics. Work started with the top floor and moved to the bottom floor, insulating the administrative workers who were mainly in the office throughout the day. Camille worked with the offsite owner to best coordinate project activities, requiring remote coordination and communication. Despite the complexity of the work, no complaints were received throughout the duration of the work from any of the tenants. This project was finished on time and within budget, and all tenants were very satisfied with the process and outcomes.



Jerry Foster

**ATHLETIC FACILITIES
PROGRAM & PLANNING
MANAGER**

ANSER[®]
ADVISORY

EDUCATION

Master of Science, Sports
Leadership, Northeastern
University, Boston, MA

Bachelor of Science, Physical
Education, Northeastern University,
Boston, MA

LICENSES / CERTIFICATIONS

Certified Athletic Trainer
Certified Strength and Conditioning
Specialist

ORGANIZATIONS/AFFILIATIONS

National Athletic Trainers
Association
National Strength and Conditioning
Association

EXPERIENCE

Years of Experience:

35+

Years with Anser:

2+

With over 35 years of combined experience in the vital areas of athletic sport performance enhancement, sports medicine and athletic facility planning, design, and management, Jerry Foster provides insight to the elite athlete's needs and desires for the optimum development environment as well as their management's, coaches', and trainers' perspectives on performance enhancement. He has developed an expertise for analyzing facility needs, applying compliance to established standards and investigating best practices and benchmarks pertinent to a particular project's detailed scope. He also possesses a valuable understanding and perspective as to what makes an athletic complex act as the most efficient and useful facility to meet an organization's defined goals and the optimized purpose for the project.

SELECT PROJECT EXPERIENCE

Roxbury Community College, Reggie Lewis Track and Athletic Center, Roxbury, MA

Jerry is the Athletic Facilities Planning Consultant working with the College's Facilities and DCAMM to complete the 2021-2022 fiscal year's small and critical repair projects on numerous deferred maintenance projects, which include mechanical system replacement, interior finishes, and upgrades. For the Reggie Lewis Track and Athletic Center, the project consists of upgrades to the main and gymnasium entrances' lobby flooring, locker rooms, fieldhouse inner track athletic and gymnasium flooring replacements. Bleachers are also being replaced in the field house and gymnasium. Jerry also provided advisory consultation to the college in strategy, programming, administration, management, and operations for both the Reggie Lewis Track and Athletic Center and Roxbury Community College Athletics.

Mount Saint Joseph Academy, Athletic Department Strategic and Master Planning, Flourtown, PA

Our athletic facilities consulting team, in collaboration with Crawford Architects, is providing top tier visioning and implementation for "The Mount" from an initial State of Department Analysis to Athletic Facilities Master Planning and Capital Campaign Development. Jerry is helping to assist the Academy with timely services that include but are not limited to visioning, and planning recommendations, project prioritization and stakeholder engagement. Our team of experts have quickly assembled the right resources to proactively provide these critical services. The goal is to assist and advise Mount Saint Joseph Academy to devise and construct a strategic plan for the future of Athletics at the school. Eventually, our team will be the consultant for the implementation of that plan and subsequent master planning.

Fairfield University and Fairfield Prep, Athletic Facility Master Plans, Fairfield, CT

Jerry is presently assisting both Fairfield University and Fairfield Prep in reviewing existing plans and other building and site information to discuss the potential projects and programs needed to maximize the space utilization for athletics facilities and recreation programs. Jerry participated in touring the buildings and outdoor sites with Fairfield Athletics' Staff and other pertinent participants at all project meetings. During these meetings, Jerry and the team discussed the potential envisioned future program for their building and field complexes.

Northeastern University, Barletta Natatorium, Boston, MA

Jerry was the Owner's Athletic Department Representative and Subject Matter Expert for the renovation of rowing tanks; furniture, fixtures, and equipment (FF&E); HVAC repair and replacement; chlorine gas mitigation upgrades; bulkhead and starting block replacement; office construction and reconfiguration; locker room upgrades; storage conversion and storage area addition at the Barletta Natatorium.



Andy Kleimola, CEP, CPC
DIRECTOR OF ESTIMATING



EDUCATION

Bachelor of Construction
Engineering & Management,
Purdue University, IN, 1989

LICENSES / CERTIFICATIONS

Certified Estimating Professional
(CEP)

Certified Professional Constructor
(CPC)

OSHA 30-Hour Construction
CESSWI Stormwater Inspector

ORGANIZATIONS/AFFILIATIONS

American Society of Professional
Estimators – incoming President for
Orlando Chapter 50

AACE International

American Institute of Contractors

EXPERIENCE

Years of Experience:

30+

Years with Anser:

8+

Andy brings over 30 years of construction experience, with his primary experience focus in preconstruction services, cost estimating, scheduling and construction management. In April 2015, Andy joined Anser Advisory after more than 23 years with an ENR Top 25 General Contractor where he held roles of both chief estimator and operations manager. In the capacity of Chief Estimator, he was responsible for the management of all aspects of the estimating department with a staff of ten estimators responsible for estimating projects ranging in values from \$10,000 up to \$2.2 billion with a strong focus on Value Engineering, Constructability Review and Program Budget Management. Andy has experience with many construction contract delivery methods during his time in general contracting, including Construction Manager at Risk (CMAR), CM Agency, Design-Build, CM Multi-Prime, and Public-Private Partnership (P3).

SELECT PROJECT EXPERIENCE

Florida State University, Football Training Facility, Tallahassee, FL

Under an on-call estimating agreement with Florida State University, Andy provided an independent cost estimate for a new build for a football practice facility based on Schematic Design Documents. This estimate was based on the University's current design status to be used for funding and design approval.

Florida State University, Interdisciplinary Commercialization and Research Building, Tallahassee, FL

Under an on-call estimating agreement with Florida State University, Andy provided an independent cost estimate and reconciliation session for a new build for a classroom and laboratory building with the Construction Manager based on 100% Construction Documents for the University to determine if the Construction Manager's Guaranteed Maximum Price Value was fair and reasonable.

Orlando International Airport (MCO), South Terminal C Program, Orlando, FL

Andy served as preconstruction manager for the \$1.8 Billion South Terminal C Program at the Orlando International Airport. Responsible for overall program cost estimating and management of CMAR's and OAR's estimating teams through Design Development. The project design includes provisions to expand the 16 gate first phase to an ultimate 60-gate unit terminal complex. The approach of project phasing and value engineering enabled the project to be executed within an established phase 1 budget and then added scope elements could be added in the future when financially feasible. The role required direct engagement with the design firms, cost estimating teams, and Construction Manager at Risk Teams (CM@R) to establish the scope of addition, worked on the \$645M South APM/ITF Complex Program. Responsibilities included cost control management and oversight for the GMP Approval, Change Order Cost Management, and Invoice Processing and Approval. He also provided oversight and review of Construction Job Order Contracts and Change Orders on additional programs for the airport.

ADDITIONAL EXPERIENCE

Andy has been involved in all aspects of preconstruction, estimating and construction services in the role of general contractor, design-builder or construction manager at Risk for all types of projects including, but not limited to:

- Vero Beach Air Traffic Control Tower, Vero Beach, FL
- Lafarge Wallboard Manufacturing Plant, Palatka, FL
- Pasco Hernando Community College Childcare Center, New Port Richey, FL
- Pointe Orlando Retail/IMAX Theater Project, Orlando, FL
- Busch Gardens Jungala Project, Tampa, FL
- EA Kennedy Generating Station CT8 Project, Jacksonville, FL



Dustin Reinhart, CMIT
LEAD ESTIMATOR



EDUCATION

Associate of Science, Lansing
Community College, Lansing, MI

LICENSES / CERTIFICATIONS

OSHA 10

ORGANIZATIONS/AFFILIATIONS

Construction Manager-in-Training
(CMIT)

EXPERIENCE

Years of Experience:

8+

Years with Anser:

4+

Dustin is an estimating professional with seven years of experience analyzing project documentation (plans, specifications, and details) and all other applicable documents and collaborating with owners, architects, engineers, contractors and consultants to ensure a complete and accurate estimate. He is experienced in working on estimates at all project stages from concept through completion. In addition to his estimating experience, he also focuses on compiling and maintaining a comprehensive historical database to assist in pricing estimates at early stages of design. Dustin has extensive experience in variety of market sectors and has estimated projects ranging in values up to \$1.3 billion with a strong focus on structural and architectural estimating.

SELECT PROJECT EXPERIENCE

Orlando International Airport (MCO), South Terminal C Program, Orlando, FL

Dustin provided cost estimating services for the \$1.8 Billion South Terminal C Program at the Orlando International Airport. Responsible for quantity take off and pricing of interior and exterior finishes for landside and airside buildings. Participated in reconciliation of estimates with CMAR's and Designers.

Florida State University, Interdisciplinary Commercialization and Research Building, Tallahassee, FL

As the Lead Estimator, Dustin provided takeoff and pricing services for all mechanical, electrical, and plumbing work as well as pricing and review of takeoff for architectural, structural, and sitework for this AACEI Class 3 Estimate. He was responsible for compiling and verifying all information was accurate and complete. He also led client calls to review the project scope and pricing to verify all assumptions were correct and all intended owner scope was captured.

Florida State University, Football Training Facility, Tallahassee, FL

As the Lead Estimator, Dustin provided takeoff and pricing services for all mechanical, electrical, and plumbing work as well as pricing and review of takeoff for architectural, structural, and sitework. He was responsible for compiling and verifying all information was accurate and complete. He also led client calls to review the project scope and pricing to verify all assumptions were correct and all intended owner scope was captured. In addition, Dustin also coordinated with the architect to ensure all products priced were in line with intended project vision.

San Gabriel Valley Council of Governments (SGVCOG), Diamond Bar Golf Course Renovation, Diamond Bar, CA

Dustin provided cost estimating services for the project. The project included the realignment and reconfiguration of six holes west of Grand Avenue and three holes east of Grand Avenue. Improvements include demolition for removing existing cart paths, AC pavements, fencing, relocation of protective netting, removing golf course features reconstructing bunkers and tee and green complexes for all holes. The project also includes changes to the existing drainage system, sprinkler system replacement, site improvements, storm drain improvements, water, fire water, maintenance facility and electrical duct including trenching, backfilling, and conduits. The \$40 million project required phasing to continuously operate as an 18-hole golf course while not diminishing from the user experience.

ADDITIONAL EXPERIENCE

Dustin has been involved in all aspects of estimating in the role of estimator for a variety of construction projects including, but not limited to:

- Universal Volcano Bay, Orlando, FL
- Universal Project #727, Orlando, FL
- New FBO Terminal, Miami, FL
- Boca Raton Airport Authority CBP Facility, Boca Raton, FL
- Signature Flight Support Corporate Office Fit-out, Lake Nona, FL
- SunTrax Office Complex, Auburndale, FL

SIMILAR PROJECTS

ANSER SIMILAR PROJECTS



BOLIVAR POOL CANTON, MA

Owner's Project Management services for the Town of Canton for \$6.45M replacement of the Town of Canton's 45 year old **pool and pool house building**. The pool itself is being replaced in similar footprint due to environmental constraints, pool house rebuilt to meet plumbing codes, and toddler pool being replaced with splashpad. Anser's services began prior to Canton's Annual Town Meeting, to establish and help present budget, generate designer and contractor agreements, assist in design team selection, and to set a project schedule. After Town Meeting, critical tasks focused on contractor procurement, ensuring adherence to requirements, overseeing design and construction meetings, coordinating project team, construction observation and reporting, organizing material/geotech testing, review wage reporting, steering project into completion and closeout.

Lessons Learned and Challenges specific to this project included:

- Environmental/conservation constraints with pool and bath house set between wetlands, a pond, and a steep pine covered hill, in 100 year flood plain
- Substantial sub-surface ledge
- Public parking concerns voiced by community
- Construction during winter months and through Covid-19 shut-down
- Design dilemmas related to Plumbing Code interpretation

To counter these challenges, several key processes led to success: thoughtful design of the site; respectful communication with Town Boards; flexibility and acute problem solving skills of all team members; and methodical planning surrounding covid. With the input of an engaged owner, proactive contractor, knowledgeable pool subcontractor, and many others, the entire team worked cooperatively to overcome the issues.

CLIENT

Town of Canton, MA

PROJECT REPRESENTATIVE

Robert J. McCarthy
801 Washington Street,
Canton, MA 02021
bobmccarthy2@verizon.net
617.680.0186

COST

\$6.45M

COMPLETION

2020

ANSER SIMILAR PROJECTS



UNDERWOOD POOL BELMONT, MA

Owner's Project Manager for the Town of Belmont for the replacement of 100+ year old **outdoor public pool and bath house**. The project includes two adjacent pools, separated by program and for redundancy, and two bath houses set within an existing public park. The park is located on a main street, between two schools, and adjacent to both a dense residential neighborhood and Belmont Public Library - all aspects that made site access and staging for the project key issues. The original Underwood Pool was fed by a natural stream, which now runs in a culvert below the site. The process included collaboration with historic, environmental, planning board and residents and required Town vote for funding. The new Underwood Pool has been an overwhelming success, with increased membership, attendance and revenue. The project was performed under the Construction Manager at Risk. Construction took place on a site occupied by the Underwood Park and adjacent to some key neighbors.

Project Highlights:

- The project involved replacement of a century-plus outdoor public pool in its original park setting that is one of the first outdoor public pools established in this country.
- The Underwood Pool was not listed as a historic property, but the project was undertaken respecting the historic significance of the Underwood site. Code requirements mandated larger bath house square footage than what previously existed.
- The adjacency to the wetlands – the Wellington Brook, before the start of the culvert, restricted what could be developed at the west side of the site. The project went before the Conservation Commission and followed an Order of Conditions.

CLIENT

Town of Belmont, MA

PROJECT REPRESENTATIVE

Anne Paulsen, Belmont
Pool Committee
455 Concord Avenue,
Belmont, MA 02478
annepaulsen@hotmail.com
617.484.1965

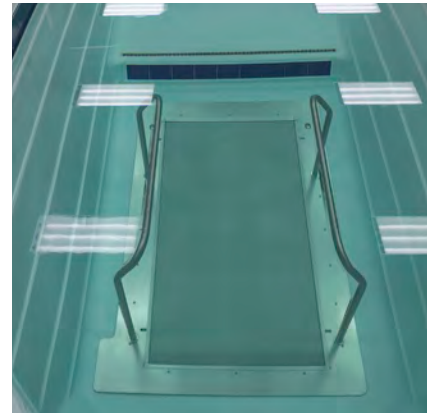
COST

\$5.2M

COMPLETION

2016

ANSER SIMILAR PROJECTS



WELLNESS & EVENTS CENTER, NEW JERSEY INSTITUTE OF TECHNOLOGY **NEWARK, NJ**

This project is a new 208,000-square foot three-story multi-purpose 3,500 seat athletic and events center that includes a convocation center, student recreation center, athletic competition and practice spaces, athletic support spaces, and programmed recreation facilities. The center will include NCAA Division 1 multi-sport player facilities, basketball, volleyball, and racquetball facilities, team and officials' locker rooms, film, weight, training and equipment rooms. Athletic facilities include coach's offices, fencing room, a 25-yard, eight-lane, **320,000-gallon competition indoor swimming pool with diving well** and 156 spectator seats, hydrotherapy room, 10,000 square foot indoor turf area, athletic department offices, concession stands, team store, and academic support facilities. Recreation facilities include group exercise classrooms, weight and cardio fitness areas, running/walking track, racquetball/squash courts, two court gymnasium, lobby, and locker rooms. A new outdoor soccer/lacrosse field with stadium seating for 851 spectators is adjacent to the new center.

CLIENT

New Jersey Institute of Technology

PROJECT REPRESENTATIVE

Andrew Christ, PE, Senior Vice President, Real Estate Development & Capital Operations
104 Lock Street,
Newark, NJ 07103
achrist@njit.edu
973.596.5574

COST

\$110M

COMPLETION

2018

TEAM PROJECTS



CITY OF SALEM FOREST RIVER PARK POOL & BATH HOUSE SALEM, MA

This project is focused on approximately 3.5 acres of the southeastern part of the park and the access road to the pool facility. The facility includes one (two connected) swimming pool for water recreation. The pool was originally constructed as a tidal pool around 1907 the year the City acquired the park and has seen renovations as late as 1999. The facility's last major upgrade occurred in 1999 when the City converted the salt water pool to a recirculating, fresh water pool. Maintenance was performed on the facility in order to keep it operational before each summer season. Due to issues of

maintenance and safety, the City of Salem closed the pool in 2017. Project includes a five racing lane 4,910 SF main lap pool with zero depth entry and accessible lift, 2,260 SF wading pool with zero depth entry, and a 5,200 SF bathhouse that includes concessions, community room, mens and womens lockers rooms to occupy 70.

TEAM PROJECTS



MIT ALBERT AND BARRIE ZESIGER SPORTS AND FITNESS CENTER, CAMBRIDGE, MA

MIT Recreation Instructional Programs offer a community of fitness enthusiasts of all levels who relax, de-stress and train together. The new \$125 million construction of a state-of-the-art athletics complex includes an Olympic-call 50-meter pool, seating for 450 spectators, a training pool, an 11,000 square feet fitness center, and six squash courts built to international competition standards. A 5,000 square foot multi-activity court offers volleyball, aerobics and recreational basketball. The complex also includes a 3,700 square foot sports medicine facility, administrative offices and locker rooms. Project

Manager, Camille Tineo oversaw all document control and project administration, including RFIs and submittal review and processing.

TEAM PROJECTS



ISLAMORADA LOCAL PROJECTS

Since 1999, Anser has assisted the Village in the development, implementation and annual maintenance of various service and capital infrastructure special assessment programs, including stormwater, solid waste and various wastewater programs. Projects include Solid Waste Assessment Program, Stormwater Assessment Program, Wastewater Assessment Program, and Woods Corner Affordable Housing Area Wastewater Assessment Program. Since implementation of the North Plantation Key Wastewater assessment program, our has been retained by the Village to assist in developing and implementing other wastewater programs including Remaining

Service Area Phase One, Remaining Service Area Phase Two, and North Plantation Key Supplemental to fund capital costs.

OLC SIMILAR PROJECTS



BURNS ROAD AQUATIC CENTER POOL HOUSE PALM BEACH GARDENS, FL

OLC is providing Design/Build services for an aquatic center building to replace the existing pool house and lifeguard building, to expand its aquatic offerings and to fulfill resident's needs. The project will have a well-defined entry with check-in area with sufficient control that is segregated from other community center functions. Patrons will have the ability to reach aquatic destination without checking in at the community center first. Sizable, dividable and flexible locker room will accommodate two different teams during swim meets, and they can be separated to provide recreational lockers versus adult/ team lockers.

CLIENT

City of Palm Beach Gardens

PROJECT REPRESENTATIVE

Angela Brown,
Director of Public Services
10500 N Military Trail,
Palm Beach Gardens, FL 33410
abrown@pbgfl.com
561.804.7010

SIZE

4,500 SF

COST

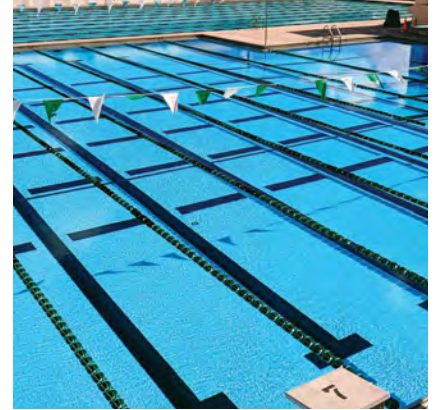
\$3.5M

COMPLETION

2023



OLC SIMILAR PROJECTS



PALM BEACH COUNTY AQUA CREST POOL **DELRAY BEACH, FL**

This project addressed the need for a renovation of the Aqua Crest Pool Complex. OLC worked with the client to propose the complete demolition of the existing pool site and amenities. The new design will include two zones, the first zone for competitive swimmers, that includes an all-new 52-meter, 25-yard-10-lane pool with a separate dive well, and moveable bulkhead with traditional diving. The family destination of the aquatic center will consist of an interactive zero to 2.5' depth play pool and features that feed into a teaching pool. It will also feature three flume slide. The addition of a new building structure will house administration offices, ticketing, guard room, first aid room, weights training, locker rooms and concessions.

The project also includes an adequate deck and artificial grass area for picnic tables and sound amplification; non-permeable shade structures; multipurpose party/classroom space with subdivision capabilities; increased visibility; and a new marquee sign with messaging capability.

CLIENT

Palm Beach County

PROJECT REPRESENTATIVE

Fernando DelDago,
Director of Capital Improvements
50 S Military Trail, West
Palm Beach, FL 33415
fdeldago@pbcgov.org
561.233.5276

SIZE

5000 SF + 52 meters x 25 yard
Competition Pool and Diving
Well/2000 sf Leisure Pool/2
Slides/Shade Structures

COST

\$12M

COMPLETION

2021



REFERENCES



ANSER REFERENCES

BOLIVAR POOL Town of Canton



PROJECT REFERENCE

Robert J. McCarthy
801 Washington Street,
Canton, MA 02021
bobmccarthy2@
verizon.net
617.680.0186

UNDERWOOD POOL Town of Belmont



PROJECT REFERENCE

Anne Paulsen, Belmont
Pool Committee
455 Concord Avenue,
Belmont, MA 02478
annepaulsen@
hotmail.com
617.484.1965

WELLNESS & EVENTS CENTER New Jersey Institute of Technology



PROJECT REFERENCE

Andrew Christ, PE,
Senior Vice President,
Real Estate Development
& Capital Operations
104 Lock Street,
Newark, NJ 07103
achrist@njit.edu
973.596.5574

COMMUNICATION.
COLLABORATION.
COMMITMENT.



TIMELINE



TIMELINE

Master Project Schedule & Cost Management

Anser's approach to project scheduling is always forward looking and will be always be proactive. The Anser team includes expert schedulers encompassing all aspects of construction anticipated in your project. We will confirm that all stakeholder and third-party entity requirements are clearly defined with interfaces and milestones to be incorporated in the Master Project Schedule. Our staff of professional scheduling experts have worked on both the contractor's side and as owner's representatives providing us a broad perspective on how projects are schedules and the pit-falls in not recognizing schedule issues early.

Cost Estimating

The Anser Advisory team possesses the experience and knowledge to assist clients in the evaluation of a planned construction project to determine what is attainable in terms of cost and schedule. We work with the owner's staff and design professionals to identify costs at various stages in the project and establish budget contingencies for the project as well as methods to control those costs and contingencies. When determining these estimates, we utilize a wide variety of tools including state-of-the-art software solutions, as well as our construction knowledge and experience, to determine accurate, anticipated costs. However, no matter the tool or latest version of software employed, there is no substitute for experience in the cost and availability of materials, labor and equipment. Our team of experts balance real-world experience and relationships with the latest tools to accurately estimate your project.

Detailed Cost Estimate Review

We will work closely with our estimator, the design team and their estimator, and the construction manager's estimating team to ensure that an accurate cost is established at an early stage. Public sentiment can be greatly swayed by seeing a project increase in cost as it moves through design phases, so making conservative, experience-based estimates of construction cost and contingencies is critical at the earliest stage of design.



Contractor Construction Schedule Analysis

In order to effectively deliver a project on-schedule, constant review of the contractor's schedule and progress is mandatory. We strongly believe that substantial efforts put into the review of the baseline will ensure a feasible baseline wherein all areas of probable risk have been reviewed and options developed for all contingencies identified. It is critical that the baseline truly reflects the complete work and a logical sequence that is based on work availability and resource staffing. The critical items included in this evaluation are schedule revisions, project float review, critical path review, compliance review, as built review, as-planned review, productivity, and scheduled resources. Our team, starting with a good, approved baseline schedule, will be able to use the schedule as a tool in managing the construction to mitigate delays. Time is of the essence as it translates directly to the project costs. Once a baseline has been established, we must ensure that each update accurately reflects the completed work and any changes to the baseline are securitized and documented to reduce the risk of claims by the contractor.

Our staff of construction managers and scheduling engineers identify and mitigate delays to the project before they arise. That being said, impacts to construction activities typically occur in any complex construction project. We will evaluate the validity of the contractor's claims and perform detailed critical path analysis. Measures will be identified to mitigate the delay as well as any cost impacts. Alternatives including re-sequencing and possible acceleration will be considered in the evaluation to determine the most cost-effective and time saving method to mitigate the delay.

Anser staff are well-versed in the practical application of time management techniques during construction. While our proposed staff members are experts with critical path method (CPM) scheduling and the use of scheduling software, Anser's project controls professionals are dedicated construction practitioners first-and-foremost. Because many of our practitioners bring experience from the general contracting industry, we are familiar with general-contractor-means-and-methods, bid item structuring of contract pricing, bottom-up estimating from quantity take-offs, field quantity measurement techniques, as well as the intricacies of critical-path-method (CPM) calculations.

PROPOSED TIMELINE

Task Name	Duration	Start	Completion
KICK-OFF MEETING	-	Mon., 07.17.23	Mon., 07.17.23
 Task I: Feasibility Study & Assessment	42.5 Days	Mon., 07.17.23	Wed., 09.13.23
Evaluation of Existing Conditions	42.5 Days	Mon., 07.17.23	Wed., 09.13.23
Existing Conditions Inspections	2 Weeks	Mon., 07.17.23	Fri., 07.28.23
Community Meeting #1	0.5 Week	Mon., 07.31.23	Wed., 08.02.23
Prepare Narrative/Scope of Work/Options	2 Weeks	Mon., 07.31.23	Fri., 08.11.23
Estimate Costs of Proposed Scope of Work	2 Weeks	Mon., 08.07.23	Fri., 08.18.23
The Village Review, Comment & Approval	2 Weeks	Mon., 08.21.23	Fri., 09.01.23
Community Meeting #2	0.5 Week	Mon., 09.11.23	Wed., 09.13.23
 Task II: Manage Design Services Procurement	180 Days	Wed., 09.13.23	Wed., 05.22.24
Develop A/E Request for Qualification	50 Days	Wed., 09.13.23	Wed., 11.22.23
A/E Procurement	4 Weeks	Wed., 09.13.23	Wed., 10.11.23
Participate in Interviews	2 Weeks	Wed., 10.11.23	Wed., 10.25.23
The Village Approval	2 Weeks	Wed., 10.25.23	Wed., 11.08.23
Award Architectural and Engineering Services	2 Weeks	Wed., 11.08.23	Wed., 11.22.23
Design Documents	130 Days	Wed., 11.22.23	Wed., 05.22.24
Site Investigation-Pre-Con Services	1 Week	Wed., 11.22.23	Wed., 11.29.23
Schematic Design	4 Weeks	Wed., 11.29.23	Wed., 12.27.23
SD Scope & Budget Reconciliation	3 Weeks	Wed., 12.27.23	Wed., 01.17.24
Presentation to the Village Committee #1	1 Weeks	Wed., 01.17.24	Wed., 01.24.24
Design Development	6 Weeks	Wed., 01.24.24	Wed., 03.06.24
DD Scope & Budget Reconciliation	3 Weeks	Wed., 03.06.24	Wed., 03.27.24
Presentation to the Village Committee #2	1 Week	Wed., 03.27.24	Wed., 04.03.24
Community Meeting	1 Week	Wed., 04.03.24	Wed., 04.10.24
Construction Document Progress	6 Weeks	Wed., 04.10.24	Wed., 05.22.24
 Task II: Bidding & Award Construction Manager/GC	50 Days	Wed., 05.22.24	Wed., 07.31.24
Prepare RFP for CM/GC with Construction Documents	4 Weeks	Wed., 05.22.24	Wed., 06.19.24
Finalize Pricing/Delivery Method	4 Weeks	Wed., 06.19.24	Wed., 07.17.24
Execute CM Contract	2 Weeks	Wed., 07.17.24	Wed., 07.31.24
Assist and Monitor Permitting City Review (Planning, Health, etc.)	8 Weeks	Wed., 05.22.24	Wed., 07.17.24
 Task III: Construction Monitoring	250 Days	Wed., 07.31.24	Wed., 07.16.25
Mobilization/Construction	40 Weeks	Wed., 07.31.24	Wed., 05.07.25
Commissioning and Start up	10 Weeks	Wed., 02.26.25	Wed., 05.07.25
Closeout	20 Weeks	Wed., 02.26.25	Wed., 07.16.25
Substantial Completion and Turnover	-	Wed., 07.16.25	Wed., 07.16.25

JUN | JUL | AUG | SEP | OCT | NOV | DEC | 2024 JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | 2025 JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG



Task I



Task II



Task II



Task III

ADDITIONAL DOCUMENTATION



State of Florida Department of State

I certify from the records of this office that ANSER ADVISORY, LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on December 5, 2019.

The document number of this limited liability company is M19000011562.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on April 11, 2023, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.



*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Tenth day of July, 2023*


Secretary of State

Tracking Number: 6860578087CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

State of Florida Department of State

I certify from the records of this office that OHLSON LAVOIE CORPORATION is a Colorado corporation authorized to transact business in the State of Florida, qualified on June 13, 2005.

The document number of this corporation is F05000003577.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on February 2, 2023, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.



*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Second day of February, 2023*


Secretary of State

Tracking Number: 9649913387CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN
THE ARCHITECT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES
ELSHEIKH, SAMEH M
OHLSON LAVOIE CORPORATION
2295 S. HIAWASSEE RD.
SUITE 310
ORLANDO FL 32835
LICENSE NUMBER: AR92932
EXPIRATION DATE: FEBRUARY 28, 2025
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Sign and Submit

12. 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 and 2 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 of 2 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

Andraya Lombardi, Senior Director VP

Name and Title of Authorized Certifying Official

June 29, 2023

Date

Sign and Submit

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

Andraya Lombardi, Senior Director VP

Name and Title of Authorized Certifying Official

June 29, 2023

Date

Sign and Submit

ADDITIONAL CONTRACT TERMS FOR FEDERAL AND FEMA FUNDED PROJECTS

The following clauses will form part of the agreement between Islamorada, Village of Islands and the Contractor resulting from this RFP.

A. Access to Records:

The following access to records requirements shall apply to the contract.

1. The Contractor agrees to provide Islamorada, Village of Islands, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, Islamorada, Village of Islands and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

B. Changes to the Contract:

Any changes to the contract between Islamorada, Village of Islands and the Contractor modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of project scope.

- C. **Non-use of DHS Seal, Logo, and Flags:** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of HSS agency officials without specific FEMA pre-approval.
- D. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.
- E. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

- F. **Program Fraud and False or Fraudulent Statement or Related Facts:** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.



Signature of Contractor's Authorized Official

Andraya Lombardi, Senior Director VP

Name and Title of Contractor's Authorized Official

The background of the slide is an aerial photograph of a sports complex, likely a school or university. It features a large swimming pool with multiple lanes, a baseball field, and several buildings. The image is overlaid with a dark blue gradient. In the top left corner, there is a large yellow graphic element consisting of two parallel diagonal lines forming a chevron shape.

PROFESSIONAL SERVICES AND PROJECT MANAGEMENT
ANSERADVISORY.COM

529 E. CROWN POINT ROAD, SUITE 170, OCOEE, FLORIDA 34761



Council Communication

To: Mayor and Village Council
From: Daniel Parabok, Environmental Planner
Date: August 17, 2023
SUBJECT: **Administrative Appeal - 186 S. Airport Road - TAB 17**

Background:

The subject application involves an Appeal of an Administrative Determination pursuant to Sec. 30-281 of the Village Code. Specifically, the applicant is seeking an appeal of the determination of the former Director of Planning and Development Services for the Biologist Determination of Habitat for the property located at 186 South Airport Road.

The subject property is located on Plantation Key within the Tavernaero subdivision. The site is currently vacant, with a vacant lot to the west, a single family home to the east, a paved road (Orchid Street) to the south, and a private grass airstrip to the north. The subject property is currently zoned as Tavernaero (TA) bordered by TA-zoned parcels to the east, west, and north and Residential Mobile Home (RMH) to the south. The total lot area is approximately 13,110 square feet.

A completed building permit application for a single family residence was submitted on 12/20/22. The current site plan drawings show an airplane hanger with a residence above, two paver driveways, a patio, and a pool (**Attachment 1**). As a part of the application, a habitat analysis, authored by a Village Qualified Biologist, dated 6/22/22 was submitted (**Attachment 2**). This habitat analysis states that the vegetated portion of the lot is classified as "low quality" hammock. Senior Environmental Planner/Village Biologist, Daniel Parabok, conducted a site visit to confirm the findings of the habitat analysis and the analysis was deemed correct. As a part of a subsequent resubmittal, an environmental report, authored by a different Village Qualified Biologist, dated 2/7/23 was submitted (**Attachment 3**). This report states that the entire lot is best classified as "disturbed with hammock". Following a review of this report, the Village Biologist conducted a second site visit to see if the second report's claims could be substantiated. This site visit affirmed the original assessment that the vegetated portion of the lot is "low quality hammock". A telephone conference occurred on 4/9/23 which included the property owner, Village Director of Development Services, and the Village Biologist. During this call, discussions included the differences in the two habitat reports and whether there were any options to achieve the same level of development based on the environmental constraints. Following this call, the Village Biologist conducted a third site visit to verify that the hammock line as shown in the reports was accurate. The site visit confirmed the accuracy of the hammock delineation line.

On 5/25/23, at the applicant's request, an email was sent stating "the current site plan does not meet the environmental development criteria set forth in Division 4 of Village Code". The

complete email has been attached as **Attachment 4**. In response, a completed application for administrative appeal was received on 7/3/23.

Analysis:

Development is guided by Chapter 30- Land Development Regulations. Chapter 30, Article VII, Division 4 (Environmental Standards) establishes standards to guide development in environmentally sensitive areas and habitats. Environmentally sensitive areas and habitats are tracked through lists and maps as required pursuant to Section 30-1612:

(a)

Generally. The planning and development services department shall maintain a map depicting the location of habitats within the village including the location of wetlands and tropical hardwood hammock. The planning and development services department shall also develop a map indicating the location of threatened and endangered animal species habitat. Both of these maps shall be based on the current existing conditions and protected animal species maps adopted from the county. These maps shall be maintained according to the criteria set forth in chapters 5 and 6 of the comprehensive plan.

(b)

Review and amendment. The habitat and protected animal species maps may be refined to reflect conditions legally in existence on February 28, 1986. The habitat and protected animal species maps as referenced throughout this division shall be intended only to serve as a general guide to habitat types for the purpose of preliminary determination of regulatory requirements. Final habitat determinations shall be based upon field verification. Unlawful conditions shall not be recognized when determining regulatory requirements.

The Village maintains an updated habitat map, available to the public, both via an online mapping tool and Geographic Information System (GIS) files. These maps are continuously updated and are currently up to date. **Attachment 5** is a screenshot of the online mapping tool showing the subject parcel. The green shaded area on the map indicates areas mapped as tropical hardwood hammock. The subject parcel also contains area that is not mapped as environmentally sensitive habitat.

Pursuant to Section 30-1613(a), "As part of a development application on lands classified as, or containing, tropical hardwood hammock, the applicant shall prepare and submit a habitat analysis that evaluates the distribution and quality of tropical hardwood hammock and/or wetlands within the parcel proposed to be developed in accordance with the standards of this division....". The applicant provided a habitat analysis dated 6/22/22. This analysis was completed by a Village Qualified Biologist, as required by Sec. 30-1613(b), and concluded that the vegetated portion of the subject parcel is "low quality hammock". Low quality tropical hardwood hammock has a minimum open space ratio of 50 percent pursuant to Sec. 30-1614. Based on the applicant's provided habitat analysis, the portion of the subject parcel containing low quality hammock may be cleared and developed to a maximum of 50 percent.

After the initial staff view of the building permit application, a second habitat analysis labeled "environmental report" dated 2/7/23 was submitted. This second report was authored by a different Qualified Biologist than the first report. The second report states that the parcel as a whole is best classified as "disturbed with tropical hardwood hammock". Parcels classified as disturbed with tropical hardwood hammock have a minimum open space ratio of 30 percent which allows for a maximum of 70 percent clearing of a vegetated lot.

Pursuant to Sec. 30-1613(b) ..."Final habitat determinations shall be based upon field verification...", Village staff field verifies all habitat determinations. Staff conducted three

separate site visits to the subject parcel. The first site visit was a field verification of the original habitat analysis' determination of "low quality" hammock. At the conclusion of the site visit, Staff verified that site conditions are consistent with the analysis report: the site has a disturbed area near the front and the remaining vegetated portion of the lot is low quality hammock. A second site visit was performed following the review of the second environmental report to see if the report's claims could be substantiated. At the conclusion of the site visit, Staff verified that the subject parcel contains both disturbed habitat and low quality tropical hardwood hammock habitat. The conditions of the subject parcel are consistent with both reports; however, the second report appears to draw habitat conclusions that are not consistent with the methodology of Sec. 30-1613. A third site visit was conducted following coordination with the applicant in order to verify that the hammock delineation line was accurate. The "hammock delineation line" is the boundary that separates the disturbed area from the hammock area of the parcel. At the conclusion of the third site visit, it was determined that the hammock delineation line as drawn in the original habitat analysis is accurate.

Following the extensive time in the field on the subject parcel, Staff noted that the habitat is very similar to other lots located on both South and North Airport Roads. **Attachment 6** shows other areas mapped as hammock along North and South Airport Roads. Two properties on South Airport Road containing similar habitat to the subject parcel have recently been developed. The properties at 100 and 116 South Airport Road were both found to have low quality hammock and were subject to the criteria set forth in Division 4. These criteria included a maximum of 50% clearing of the hammock areas and protecting the uncleared portion of hammock with a conservation easement.

In summary, Staff has determined that the subject parcel contains an area classified as low quality tropical hardwood hammock. This determination is based on reviews of both applicant-provided habitat analyses and multiple field verifications. The classification of low quality tropical hardwood hammock is consistent with the criteria and methodology set forth in Division 4- Environmental Standards.

Budget Impact:

None

Staff Impact:

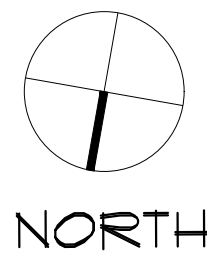
None

Recommendation:

Based upon the above, it is the belief of this Department that the property located at 186 South Airport Road contains an area of low quality tropical hardwood hammock. The Department of Planning and Development Services respectfully recommends **DENIAL** of the proposed Administrative Appeal.

- Attachments:**
1. Site Plan
 2. NLE HabitatAnalysis
 3. Environmental Report Tavernaero B2 L20 00437493-005100
 4. FW 186 S Airport
 5. 186 Airport GIS Screenshot
 6. Screenshot Tavernaero Habitat
 7. Appeal Memo - 186 S_ Airport Road
 8. Reso Admin Appeal Davis

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NORTH

PROJECT SUMMARY:

HANGAR WITH RESIDENCE
F.F. AT ELEVATION 8.0' NG.V.D.

SQUARE FOOTAGE:

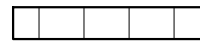
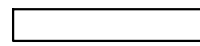
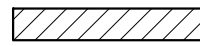
AIRPLANE HANGER = 4,976 S.F.
PATIO = 568 S.F.
MEZZANINE = 1,109 S.F.

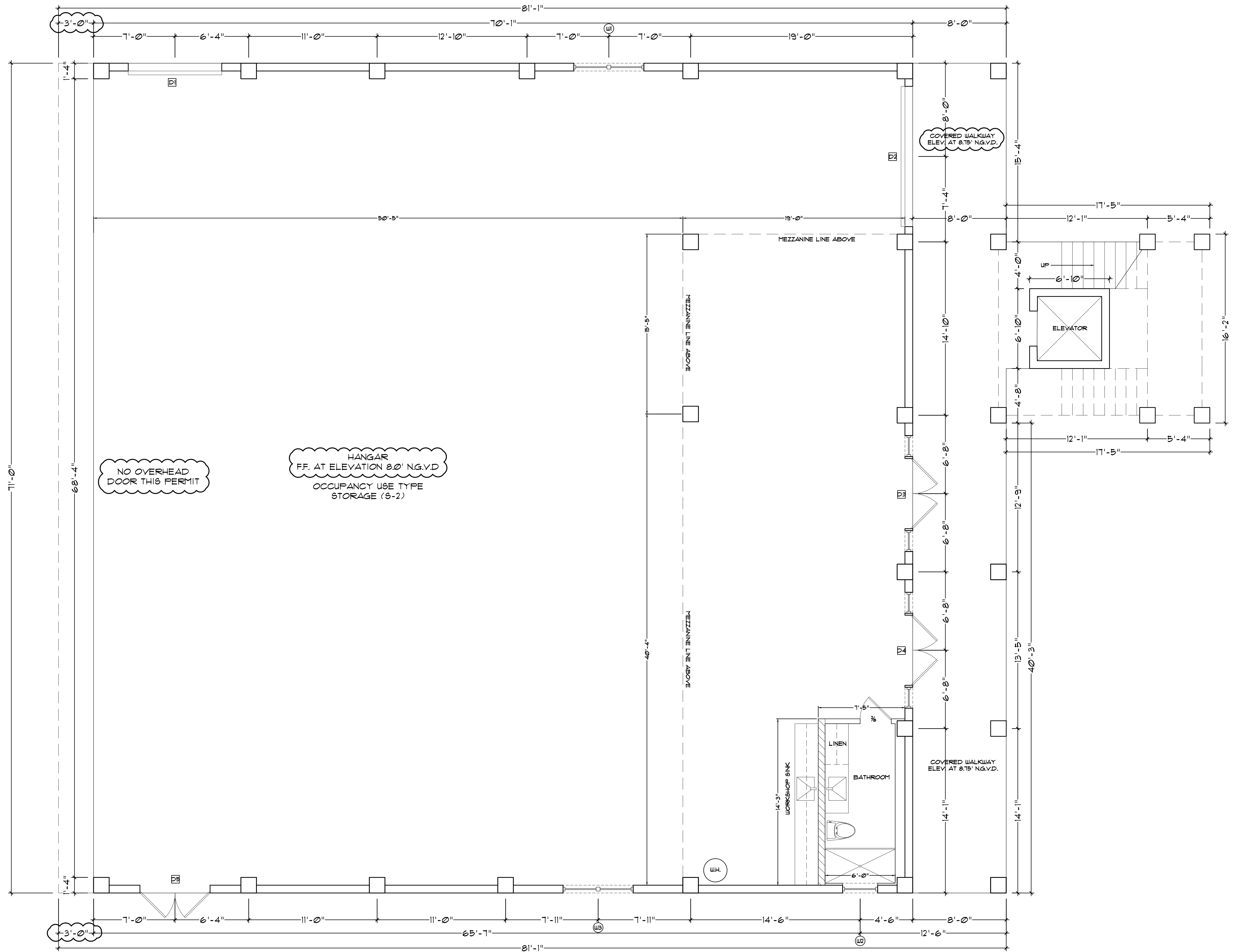
RESIDENCE
LIVING AREA = 3,810 S.F.
PATIO = 1,764 S.F.

FLORIDA BUILDING CODE
412.4 AIRCRAFT HANGARS

412.4.1 - EXTERIOR WALLS LOCATED
LESS THAN 30' FROM LOT LINES
OR A PUBLIC WAY SHALL HAVE A
FIRE RESISTANCE RATING NOT
LESS THAN 2 HOURS.

WALL LEGEND:

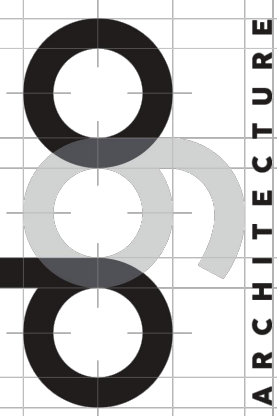
8" C.M.U. EXTERIOR WALLS 
2x4 INTERIOR WALLS 
2x6 INTERIOR WALLS 



GROUND FLOOR

SCALE: $\frac{1}{4}'' = 1'-0''$

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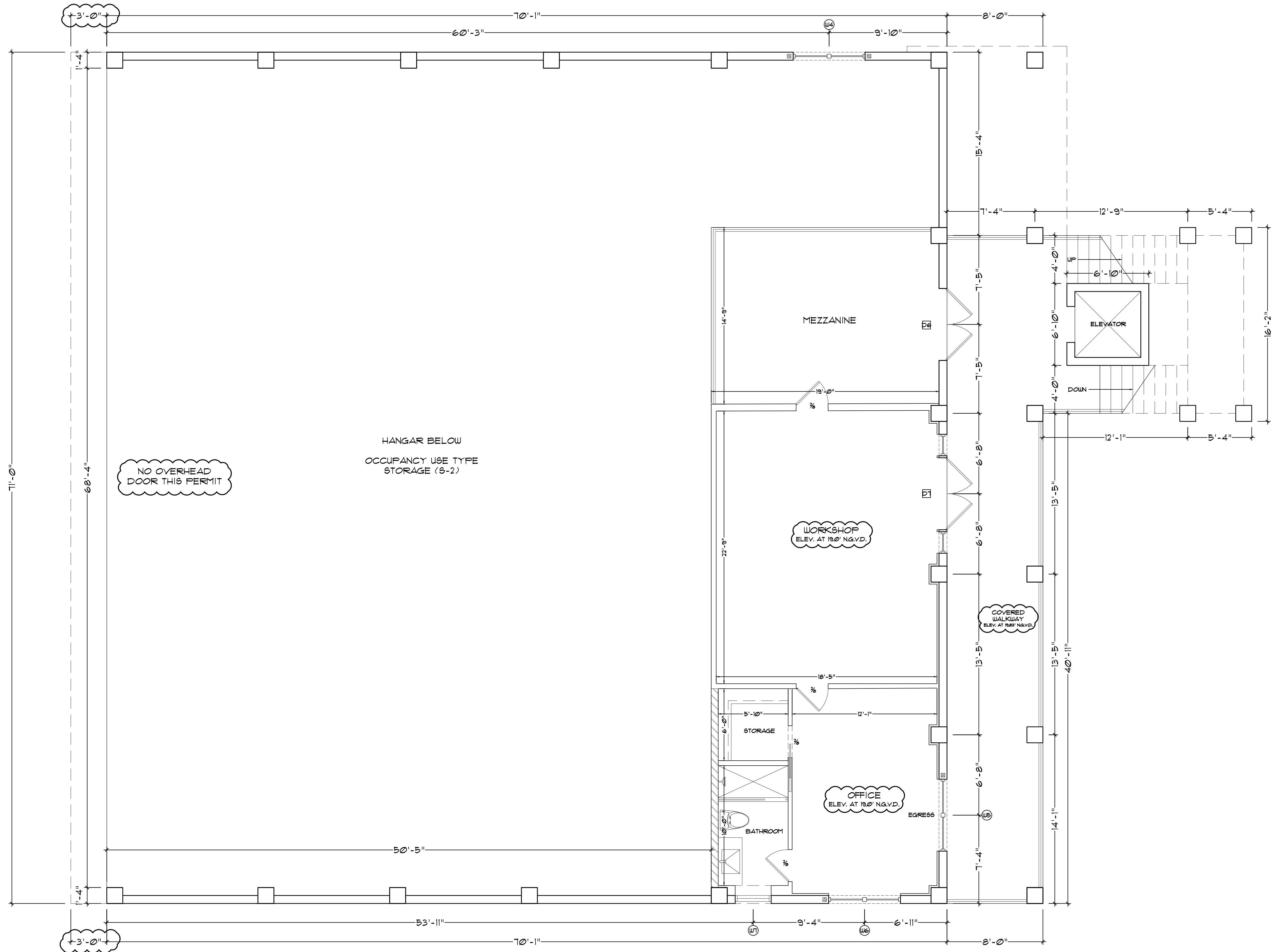
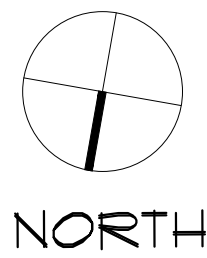


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01-18-2023	CITY REMARK	1	D.G.O.					
06-13-2023	CITY REMARK	2	D.D.					
			2021002					

FLOOR PLAN
DAVIS HANGAR / RESIDENCE
LOT 21 SOUTH AIRPORT ROAD
TAVERNIER, FL 33070

A-2



LOFT FLOOR
SCALE: 1/4" = 1'-0"

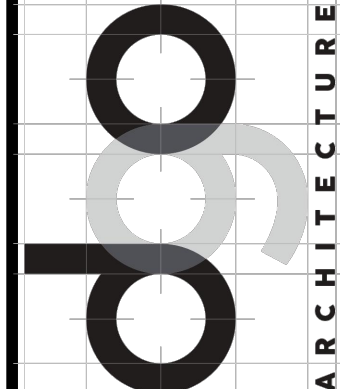
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DAVIS HANGAR / RESIDENCE
LOT 21 SOUTH AIRPORT ROAD
TAVERNIER, FL 33070

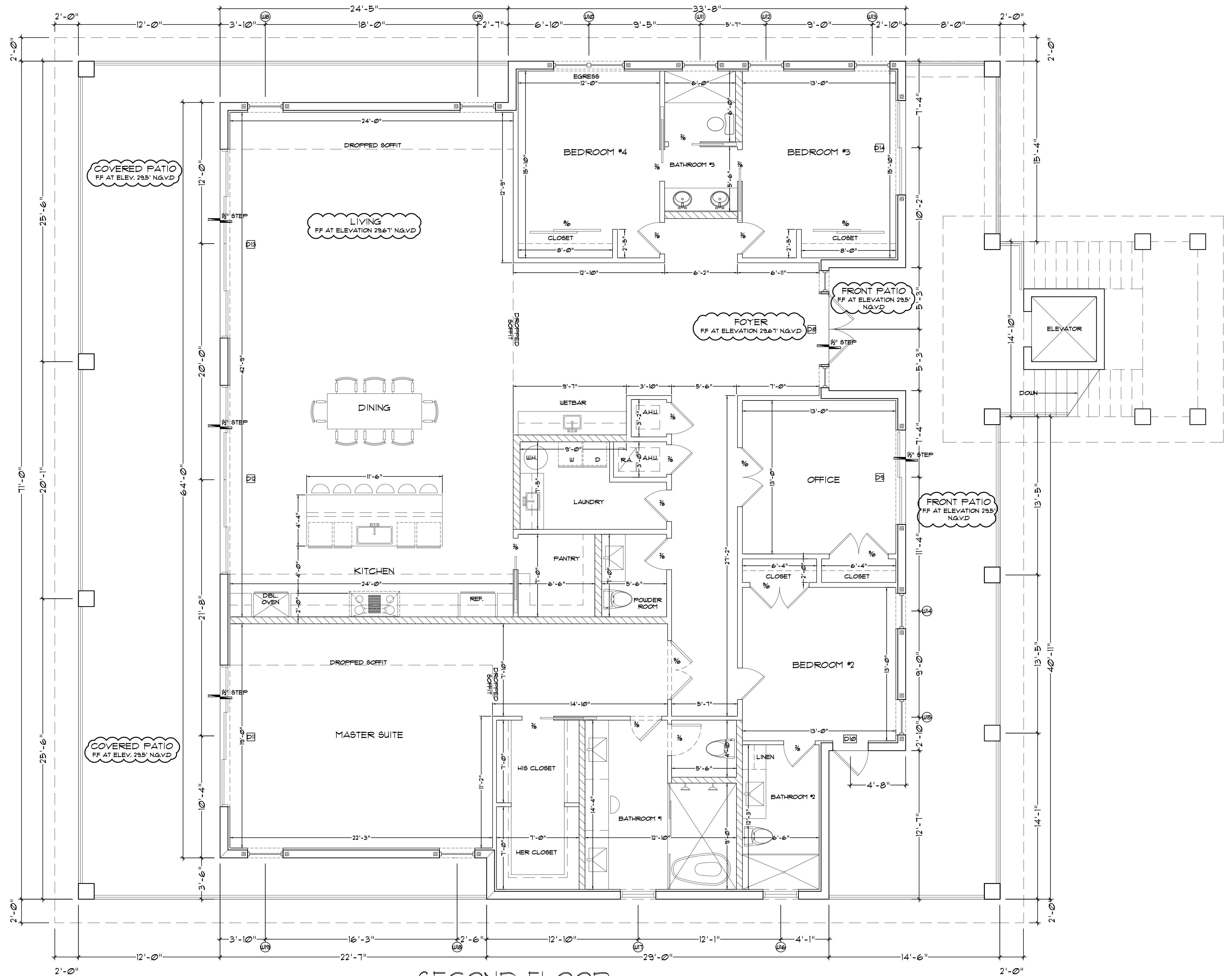
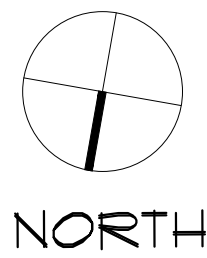
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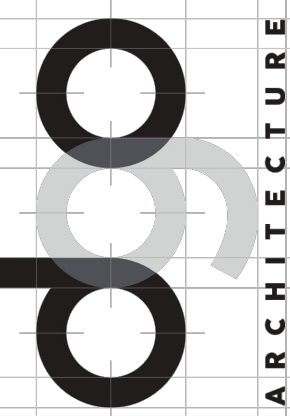


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SECOND FLOOR
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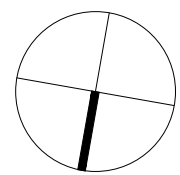


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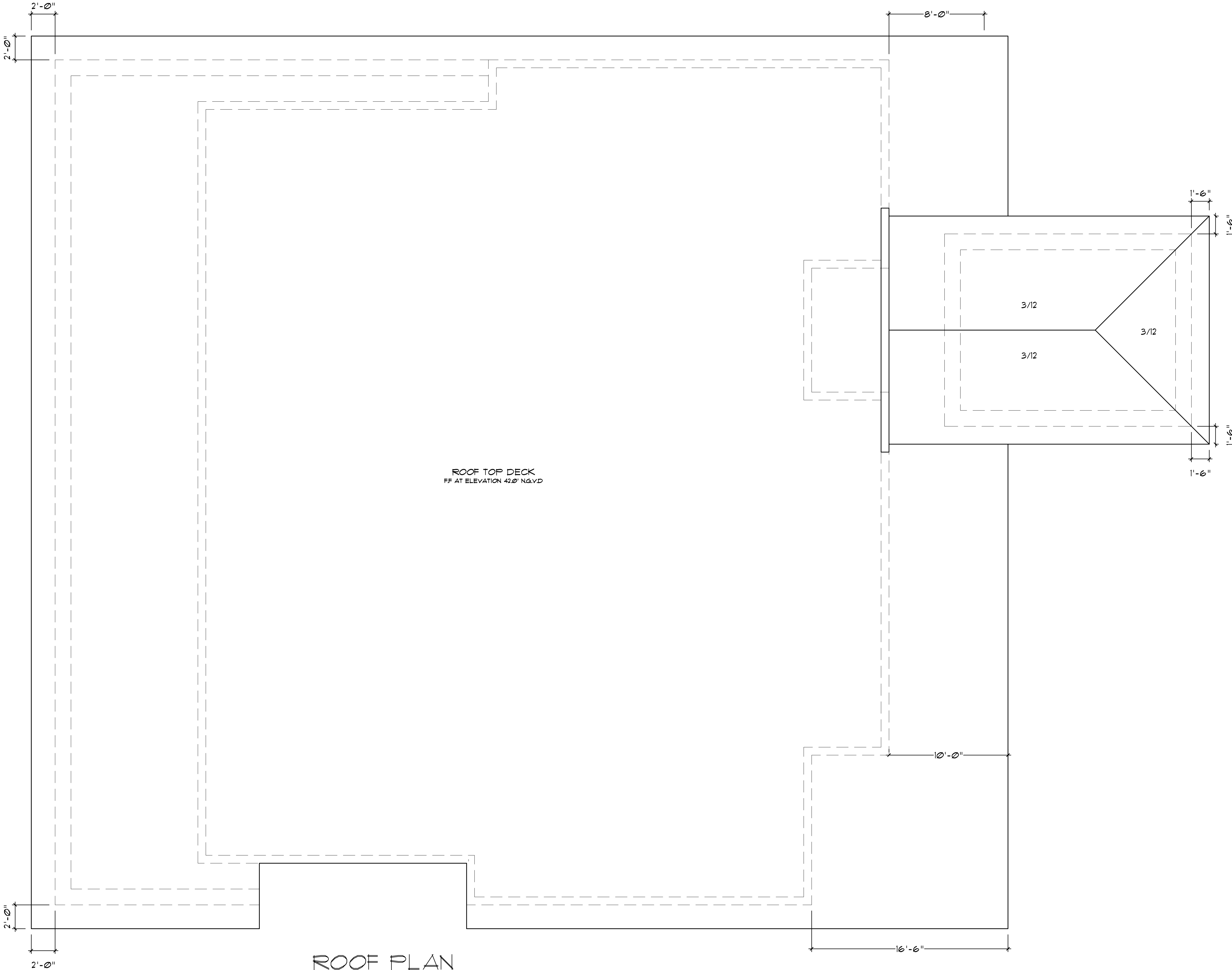
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06-13-2023	CITY REMARK	2	D.D.	PHASE:
			2021002	JOB NO:

ROOF PLAN
DAVIS HANGAR / RESIDENCE
LOT 21 SOUTH AIRPORT ROAD
TAVERNIER, FL 33070

A-4



NORTH



ROOF PLAN

SCALE: $\frac{1}{4}'' = 1'-0''$

ROOF PLAN

DAVIS HANGAR / RESIDENCE
LOT 21 SOUTH AIRPORT ROAD
TAVERNIER, FL 33070

A-5

SCALE:
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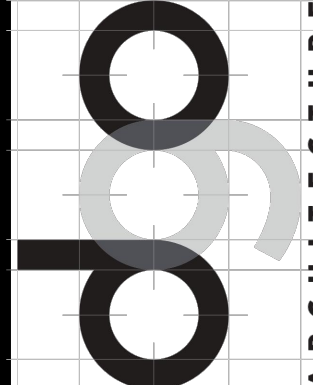
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2021002

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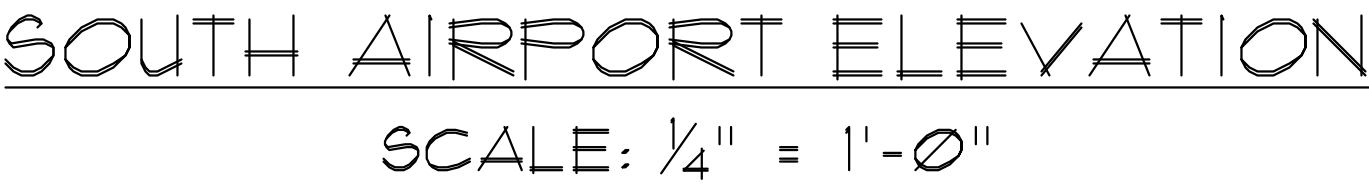
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FOR SUBMITTAL
CITY REMARK
CITY REMARK

DATE
11-03-2022
01-18-2023
06-13-2023

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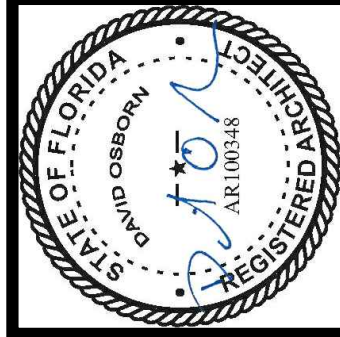


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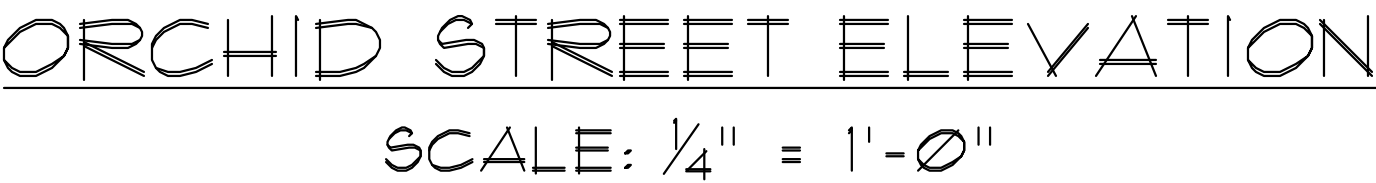
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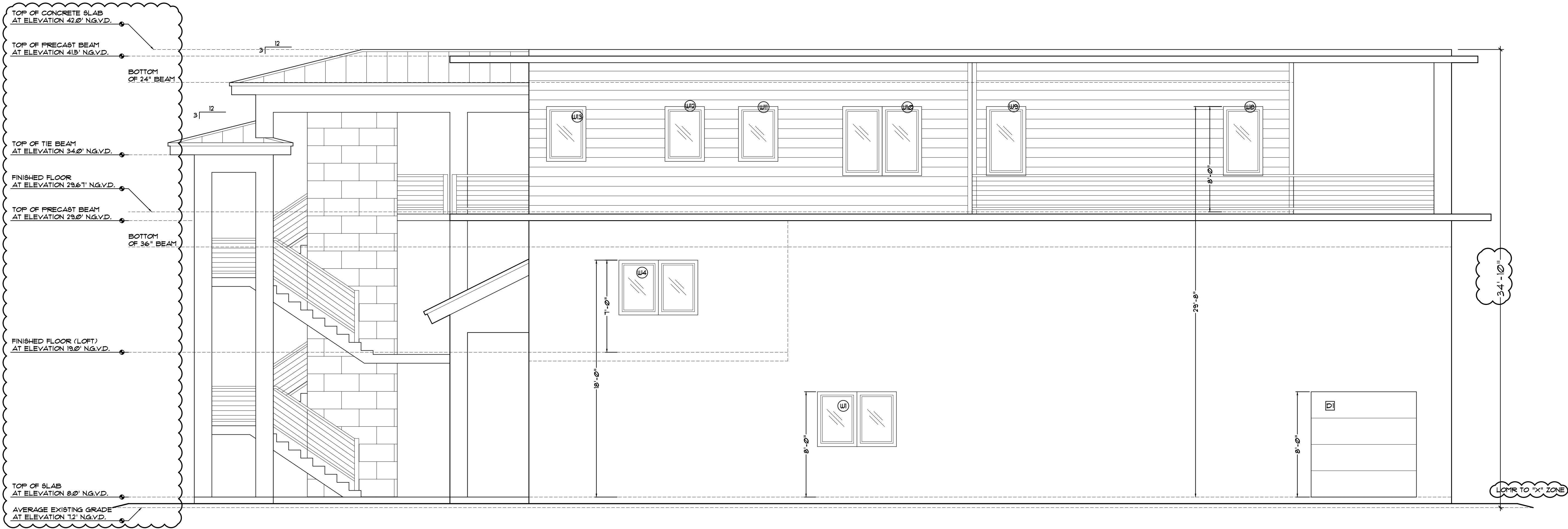
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PHASE:	D.D.	2	CITY REMARK	06-13-2023
JOB NO:	2021002			

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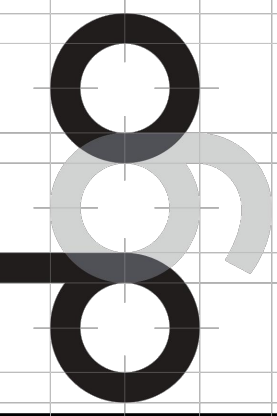
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EAST ELEVATION
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CITY REMARK

CITY REMARK

NO.

0

1

2

AS SHOWN

E.H.

D.G.O.

D.D.

2021002

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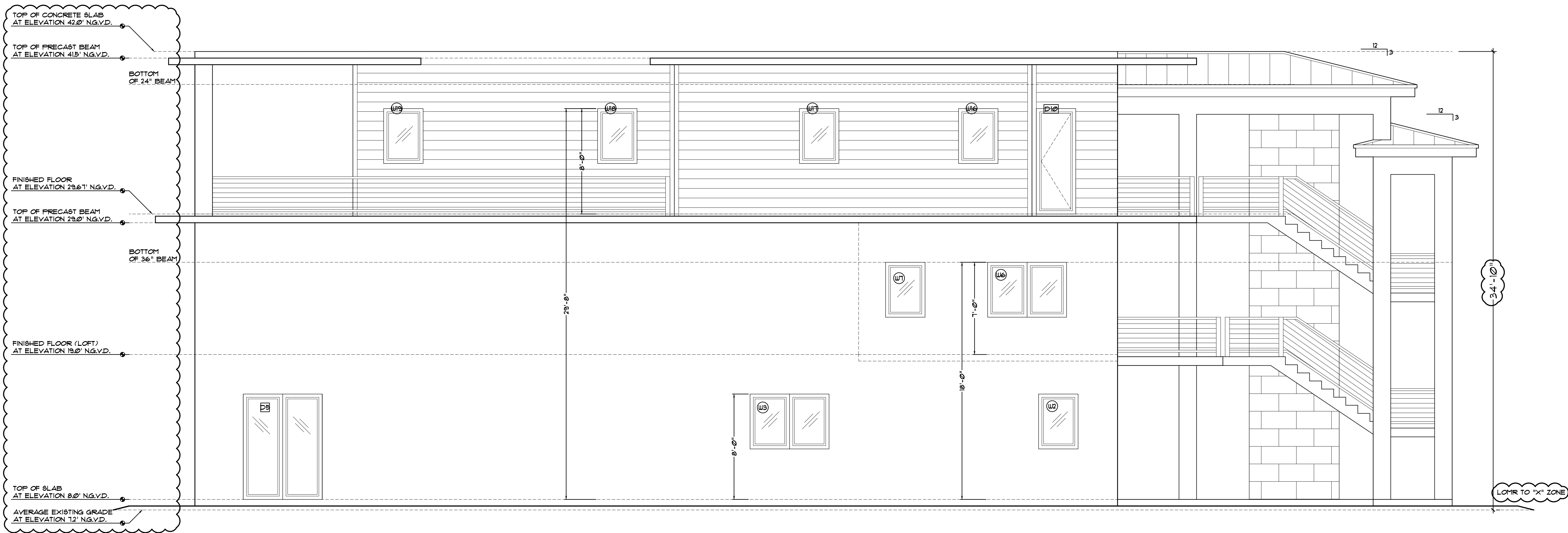
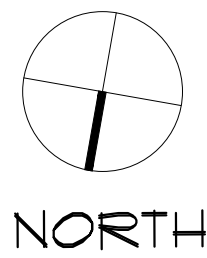
ELEVATIONS

DAVIS HANGAR / RESIDENCE
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WEST ELEVATION
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1

2

AS SHOWN

E.H.

D.G.O.

D.D.

2021002

SCALE:

DRAWN BY:

CHECKED BY:

PHASE:

JOB NO:

ELEVATIONS

DAVIS HANGAR / RESIDENCE

LOT 21 SOUTH AIRPORT ROAD

TAVERNIER, FL 33070

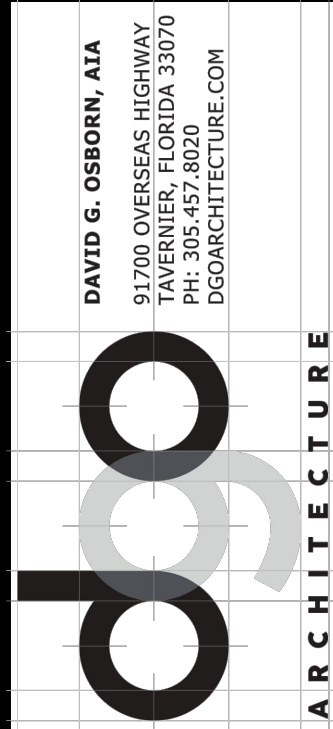
A-9

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Page 297 of 533

DOOR SCHEDULE				
MARK	DOOR SIZE		MANUFACTURER	REMARKS
	WIDTH	HEIGHT		
D1	8'-0"	8'-0"	JB GARAGE DOOR	IMPACT RATED DOOR
D2	12'-0"	12'-0"	JB GARAGE DOOR	IMPACT RATED DOOR
D3	126"	91"	CGI SENTINEL FRENCH DOORS SERIES	CLEAR GLASS, STANDARD HARDWARE, RIGHT SIDE ACTIVE, 24" SIDE LIGHT ON BOTH SIDES
D4	126"	91"	CGI SENTINEL FRENCH DOORS SERIES	CLEAR GLASS, STANDARD HARDWARE, RIGHT SIDE ACTIVE, 24" SIDE LIGHT ON BOTH SIDES
D5	74"	91"	CGI SENTINEL FRENCH DOORS SERIES	CLEAR GLASS, STANDARD HARDWARE, RIGHT SIDE ACTIVE
D6	74"	85"	CGI SENTINEL FRENCH DOORS SERIES	CLEAR GLASS, STANDARD HARDWARE, RIGHT SIDE ACTIVE
D7	126"	85"	CGI SENTINEL FRENCH DOORS SERIES	CLEAR GLASS, STANDARD HARDWARE, RIGHT SIDE ACTIVE, 24" SIDE LIGHT ON BOTH SIDES
D8	126"	91"	CGI SENTINEL SLIDING DOORS SERIES	CLEAR GLASS, STANDARD HARDWARE, RIGHT SIDE ACTIVE
D9	96"	91"	CGI SENTINEL SLIDING DOORS SERIES	CLEAR GLASS, STANDARD HARDWARE, XX
D10	31"	91"	CGI SENTINEL FRENCH DOORS SERIES	CLEAR GLASS, STANDARD HARDWARE, LEFT SIDE HINGE
D11	146"	91"	CGI SENTINEL SLIDING DOORS SERIES	CLEAR GLASS, STANDARD HARDWARE, XXX
D12	192"	91"	CGI SENTINEL SLIDING DOORS SERIES	CLEAR GLASS, STANDARD HARDWARE, XXXX
D13	192"	91"	CGI SENTINEL SLIDING DOORS SERIES	CLEAR GLASS, STANDARD HARDWARE, XXXX
D14	96"	91"	CGI SENTINEL SLIDING DOORS SERIES	CLEAR GLASS, STANDARD HARDWARE, XXXX

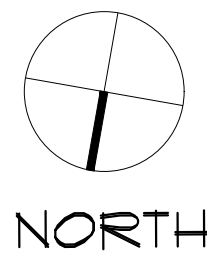
WINDOW SCHEDULE				
MARK	DOOR SIZE		MANUFACTURER	REMARKS
	WIDTH	HEIGHT		
W1	74"	50 3/8"	CGI ESTATE CASEMENT WINDOW SERIES 2388N	STANDARD HARDWARE, CLEAR GLASS
W2	31"	50 3/8"	CGI ESTATE CASEMENT WINDOW SERIES 2388N	STANDARD HARDWARE, FROSTED GLASS
W3	74"	50 3/8"	CGI ESTATE CASEMENT WINDOW SERIES 2388N	STANDARD HARDWARE, CLEAR GLASS
W4	74"	50 3/8"	CGI ESTATE CASEMENT WINDOW SERIES 2388N	STANDARD HARDWARE, CLEAR GLASS
W5	74"	50 3/8"	CGI ESTATE CASEMENT WINDOW SERIES 2388N	STANDARD HARDWARE, CLEAR GLASS
W6	74"	50 3/8"	CGI ESTATE CASEMENT WINDOW SERIES 2388N	STANDARD HARDWARE, CLEAR GLASS
W7	31"	50 3/8"	CGI ESTATE CASEMENT WINDOW SERIES 2388N	STANDARD HARDWARE, FROSTED GLASS
W8	31"	63"	CGI ESTATE CASEMENT WINDOW SERIES 2388N	STANDARD HARDWARE, CLEAR GLASS
W9	31"	63"	CGI ESTATE CASEMENT WINDOW SERIES 2388N	STANDARD HARDWARE, CLEAR GLASS
W10	31"	63"	CGI ESTATE CASEMENT WINDOW SERIES 2388N	STANDARD HARDWARE, CLEAR GLASS
W11	31"	50 3/8"	CGI ESTATE CASEMENT WINDOW SERIES 2388N	STANDARD HARDWARE, FROSTED GLASS
W12	31"	50 3/8"	CGI ESTATE CASEMENT WINDOW SERIES 2388N	STANDARD HARDWARE, CLEAR GLASS
W13	31"	50 3/8"	CGI ESTATE CASEMENT WINDOW SERIES 2388N	STANDARD HARDWARE, CLEAR GLASS
W14	31"	50 3/8"	CGI ESTATE CASEMENT WINDOW SERIES 2388N	STANDARD HARDWARE, CLEAR GLASS
W15	31"	50 3/8"	CGI ESTATE CASEMENT WINDOW SERIES 2388N	STANDARD HARDWARE, CLEAR GLASS
W16	31"	50 3/8"	CGI ESTATE CASEMENT WINDOW SERIES 2388N	STANDARD HARDWARE, FROSTED GLASS
W17	31"	50 3/8"	CGI ESTATE CASEMENT WINDOW SERIES 2388N	STANDARD HARDWARE, FROSTED GLASS
W18	31"	50 3/8"	CGI ESTATE CASEMENT WINDOW SERIES 2388N	STANDARD HARDWARE, CLEAR GLASS
W19	31"	50 3/8"	CGI ESTATE CASEMENT WINDOW SERIES 2388N	STANDARD HARDWARE, CLEAR GLASS



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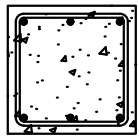
DATE	REVISION	No.	AS SHOWN	SCALE:
11-03-2022	FOR SUBMITTAL	0	E.H.	DRAWN BY:
01-18-2023	CITY REMARK	1	D.G.O.	CHECKED BY:
06-13-2023	CITY REMARK	2	D.D.	PHASE:
			2021002	JOB NO:

DOOR AND WINDOW SCHEDULE
DAVIS HANGAR / RESIDENCE
LOT 21 SOUTH AIRPORT ROAD
TAVERNIER, FL 33070



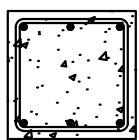
NORTH

AUGER HOLE SCHEDULE		
NUMBER	SIZE	DESCRIPTION
AH	16" DIA	6 - #5'S VERTICAL AND #3 TIES @ 12" O.C.
NOTE: ALL AUGER HOLES ARE IDENTICAL		



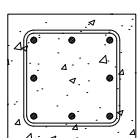
16"x16" CONCRETE BEAM
3-#6'S TOP AND BOTTOM
3 TIES AT 12" O.C.
ELEVATION 9.0' N.G.V.D.

GB-1



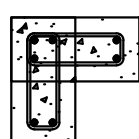
16"x16" CONCRETE BEAM
3-#6'S TOP AND BOTTOM
3 TIES AT 12" O.C.
ELEVATION 8.15' N.G.V.D.

GB-2



16"x16" POURED CONCRETE COLUMN
8-#6'S VERTICAL
#3 TIES AT 12" O.C.

C-1



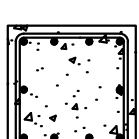
8"x16"x16" CONC. CONCRETE
WITH 7-#6'S VERTICAL
AND #3 TIES AT 12" O.C.

C-2



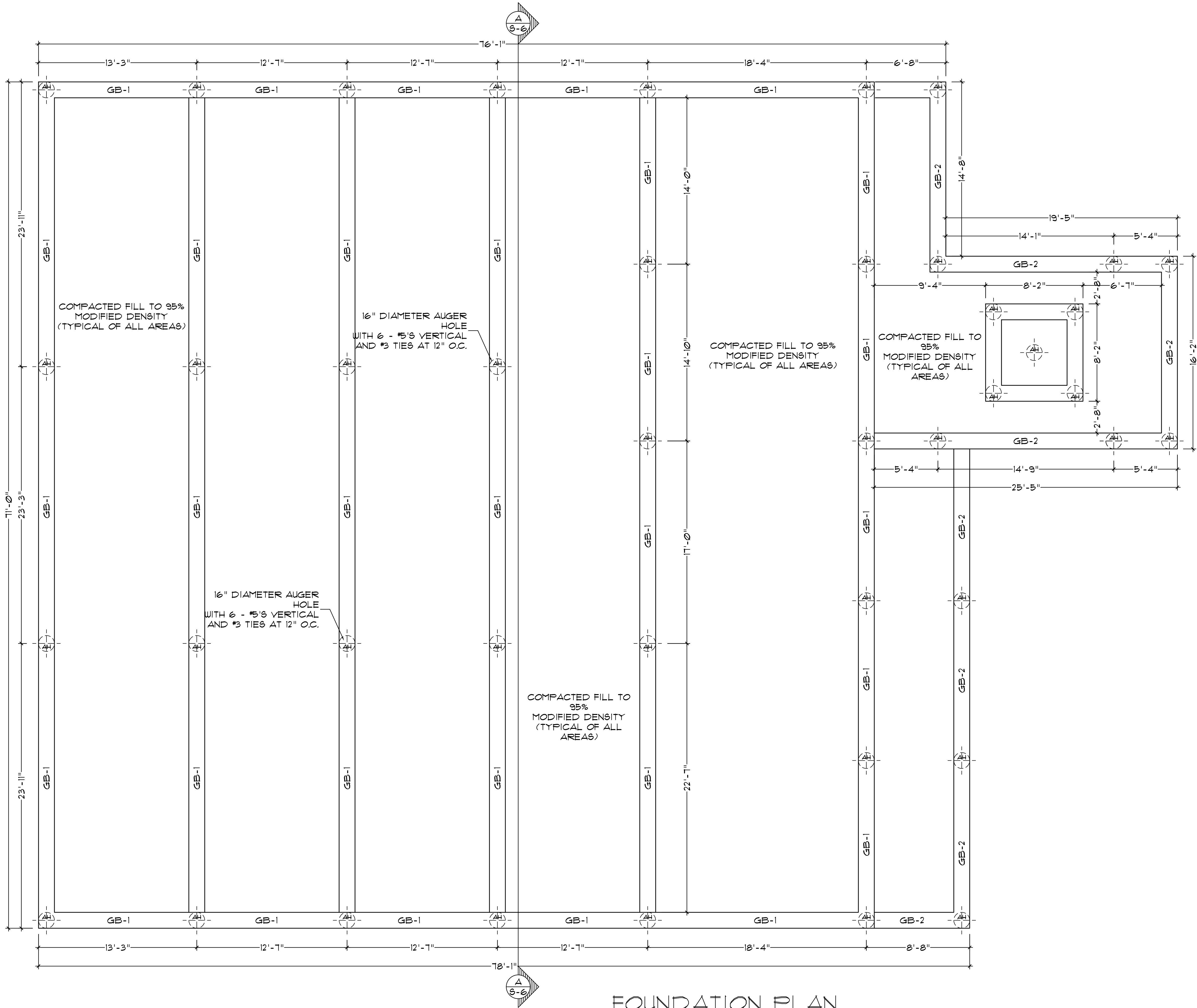
8"x16" CONCRETE BEAM
WITH 2-#6'S TOP AND BOTTOM
AND #3 TIES AT 8" O.C.

B-1



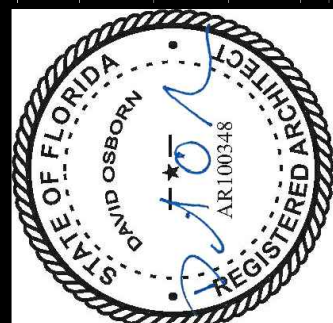
16"x16" CONCRETE BEAM
4-#6'S TOP & BOTTOM
2-#6'S INTERMEDIATE
AND #3 TIES AT 12" O.C.

B-2



FOUNDATION PLAN
SCALE: 1/4" = 1'-0"

DAVID G. OSBORN, AIA
91700 OVERSEAS HIGHWAY
TAVERNIER, FLORIDA 33070
DGOARCHITECTURE.COM



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01-18-2023	CITY REMARK	1	D.G.O.					
06-13-2023	CITY REMARK	2	D.D.					
			2021002					

STRUCTURAL PLAN
DAVIS HANGAR / RESIDENCE
LOT 21 SOUTH AIRPORT ROAD
TAVERNIER, FL 33070

S-1

16"x16" FOUNDED
CONCRETE COLUMN
8-#6'S VERTICAL
#3 TIES AT 12" O.C.

C-1

8"x16"x16" CONC. CONCRETE
WITH 7-#6'S VERTICAL
AND #3 TIES AT 12" O.C.

C-2

8"x16" CONCRETE BEAM
WITH 2-#6'S TOP AND BOTTOM
AND #3 TIES AT 8" O.C.

B-1

16"x16" CONCRETE BEAM
4-#6'S TOP & BOTTOM
2-#6'S INTERMEDIATE
AND #3 TIES AT 12" O.C.

B-2

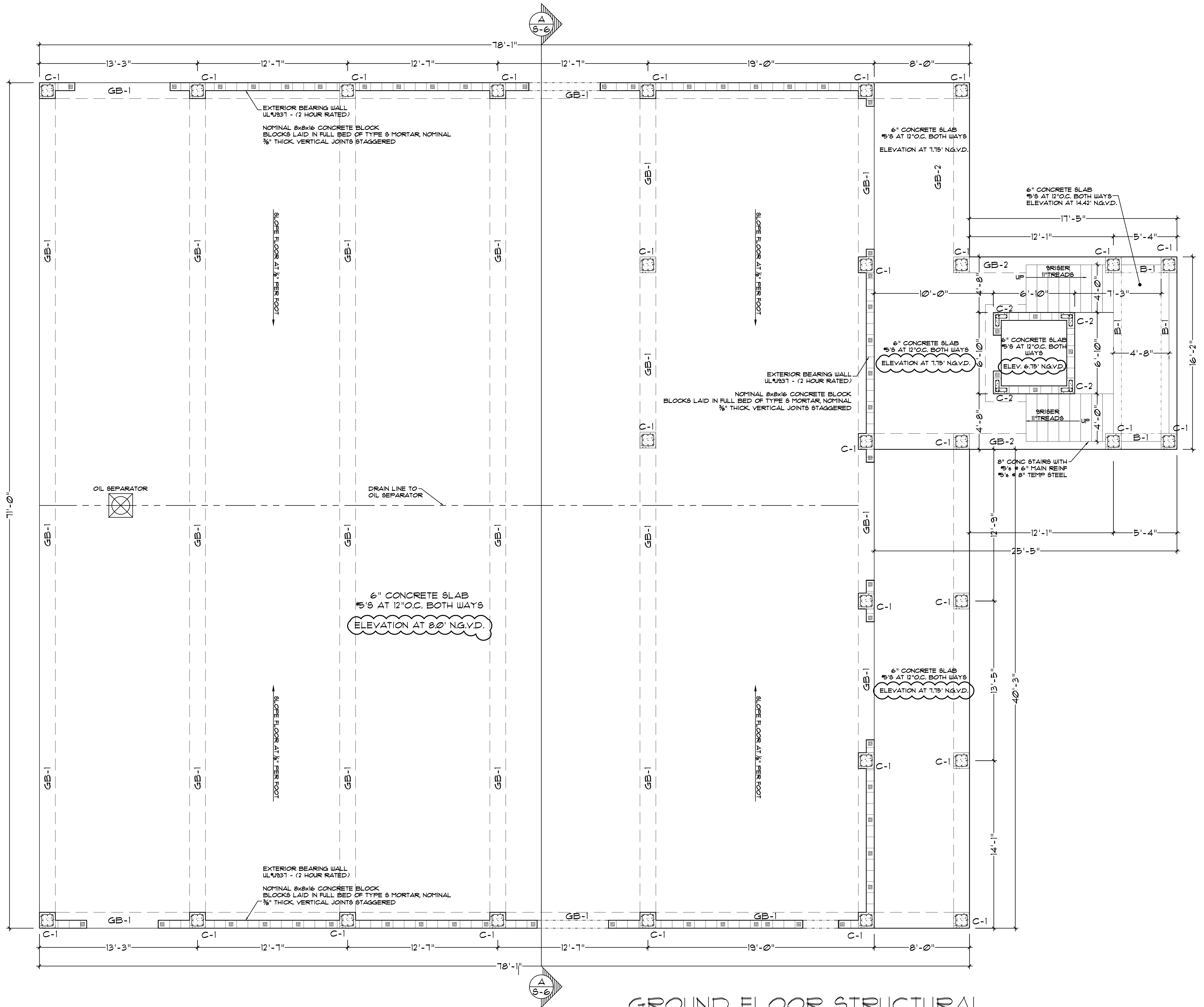
FLORIDA BUILDING CODE
412.4 AIRCRAFT HANGARS

412.4.1 - EXTERIOR WALLS LOCATED LESS THAN 30' FROM LOT
LINES OR A PUBLIC WAY SHALL HAVE A FIRE RESISTANCE
RATING NOT LESS THAN 2 HOURS.

412.4.3 - FLOORS SHALL BE GRADED AND DRAINED TO
PREVENT WATER OR FUEL FROM REMAINING ON THE FLOOR.
FLOOR DRAINS SHALL DISCHARGE THROUGH AN OIL
SEPARATOR TO THE SEWER OR TO AN OUTSIDE VENTED
SUMP.

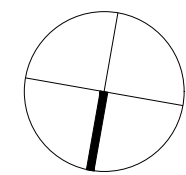
412.4.6 - FIRE SUPPRESSION SYSTEM DESIGNED IN
ACCORDANCE WITH NFPA 409, BASED UPON THE
CLASSIFICATION GROUP 3

- A. AUTOMATIC FIRE SPRINKLERS WILL BE
INSTALLED AS PER REQUIREMENT.
- B. SHOP DRAWINGS OF AUTOMATIC FIRE SPRINKLERS WILL
BE PROVIDED PRIOR TO INSTALLATION.
(SEPARATE PERMIT)



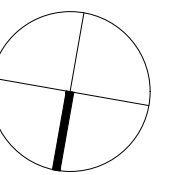
GROUND FLOOR STRUCTURAL

SCALE: 1/4" = 1'-0"



NORTH

S-2	STRUCTURAL PLAN	DAVIS HANGAR / RESIDENCE LOT 21 SOUTH AIRPORT ROAD TAVERNIER, FL 33070	SCALE:						THIS ITEM HAS BEEN DESIGNED BY DAVID G. OSBORN ON THE DATE ADJACENT TO THIS DRAWING. IT IS THE DESIGNER'S RESPONSIBILITY TO CONSIDER SIGNED AND STAMPED. ANY CHANGES MUST BE VERIFIED ON ANY ELECTRONIC COPIES.	STATE OF FLORIDA DAVID G. OSBORN REGISTERED PROFESSIONAL ENGINEER No. 15433 EXPIRATION DATE 12/31/2028	DAVID G. OSBORN, AIA 91700 OVERSEAS HIGHWAY TAVERNIER, FLORIDA 33070 DGOARCHITECTURE.COM PH: 305-457-8020
			DRAWN BY:								
			CHECKED BY:								
			PHASE:								
			JOB NO:								



NORTH

16"x16" FOUNDED
CONCRETE COLUMN
8-#6'S VERTICAL
#3 TIES AT 12" O.C.

C-1

8"x16"x16" CONC. CONCRETE
WITH 7-#6'S VERTICAL
AND #3 TIES AT 12" O.C.

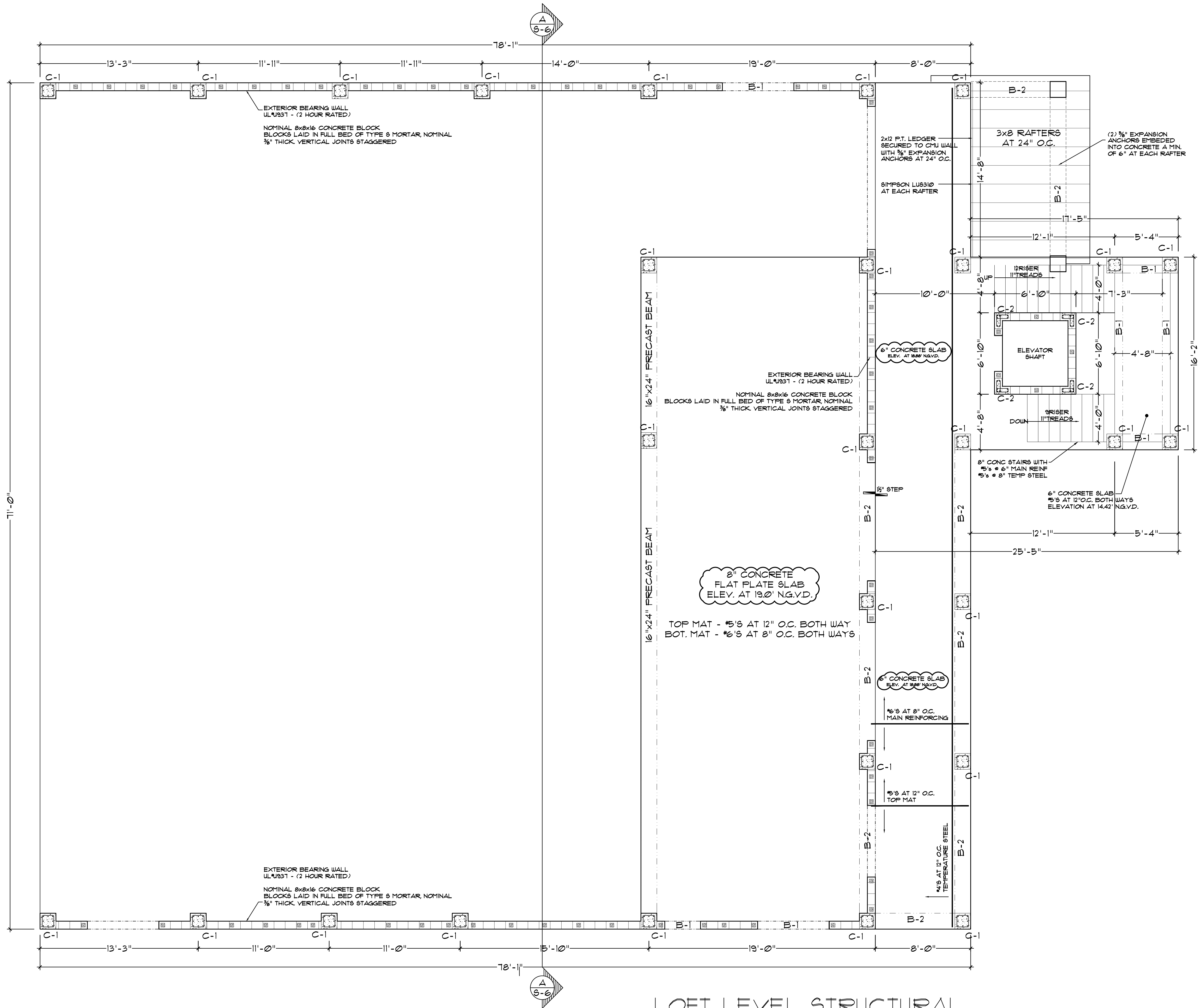
C-2

8"x16" CONCRETE BEAM
WITH 2-#6'S TOP AND BOTTOM
AND #3 TIES AT 8" O.C.

B-1

16"x16" CONCRETE BEAM
4-#6'S TOP & BOTTOM
2-#6'S INTERMEDIATE
AND #3 TIES AT 12" O.C.

B-2



LOFT LEVEL STRUCTURAL
SCALE: 1/4" = 1'-0"

STRUCTURAL PLAN	DAVIS HANGAR / RESIDENCE			
	LOT 21 SOUTH AIRPORT ROAD			
	TAVERNIER, FL 33070			
	S-3			

DATE	11-03-2022
FOR SUBMITTAL	CITY REMARK
REVISION	CITY REMARK
NO.	0
AS SHOWN	E.H.
SCALE:	D.G.O.
DRAWN BY:	D.D.
CHECKED BY:	2021002
PHASE:	
JOB NO:	

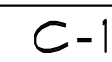
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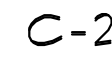
REGISTERED ARCHITECT
FLORIDA
DAVID G. OSBORN
AIA 10004



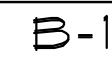
NORTH



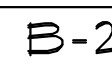
16"x16" POURED
CONCRETE COLUMN
8-#6'S VERTICAL
#3 TIES AT 12" O.C.



8"x16"x16" CONC. CONCRETE
WITH 7-#6'S VERTICAL
AND #3 TIES AT 12" O.C.



8"x16" CONCRETE BEAM
WITH 2-#6'S TOP AND BOTTOM
AND #3 TIES AT 8" O.C.

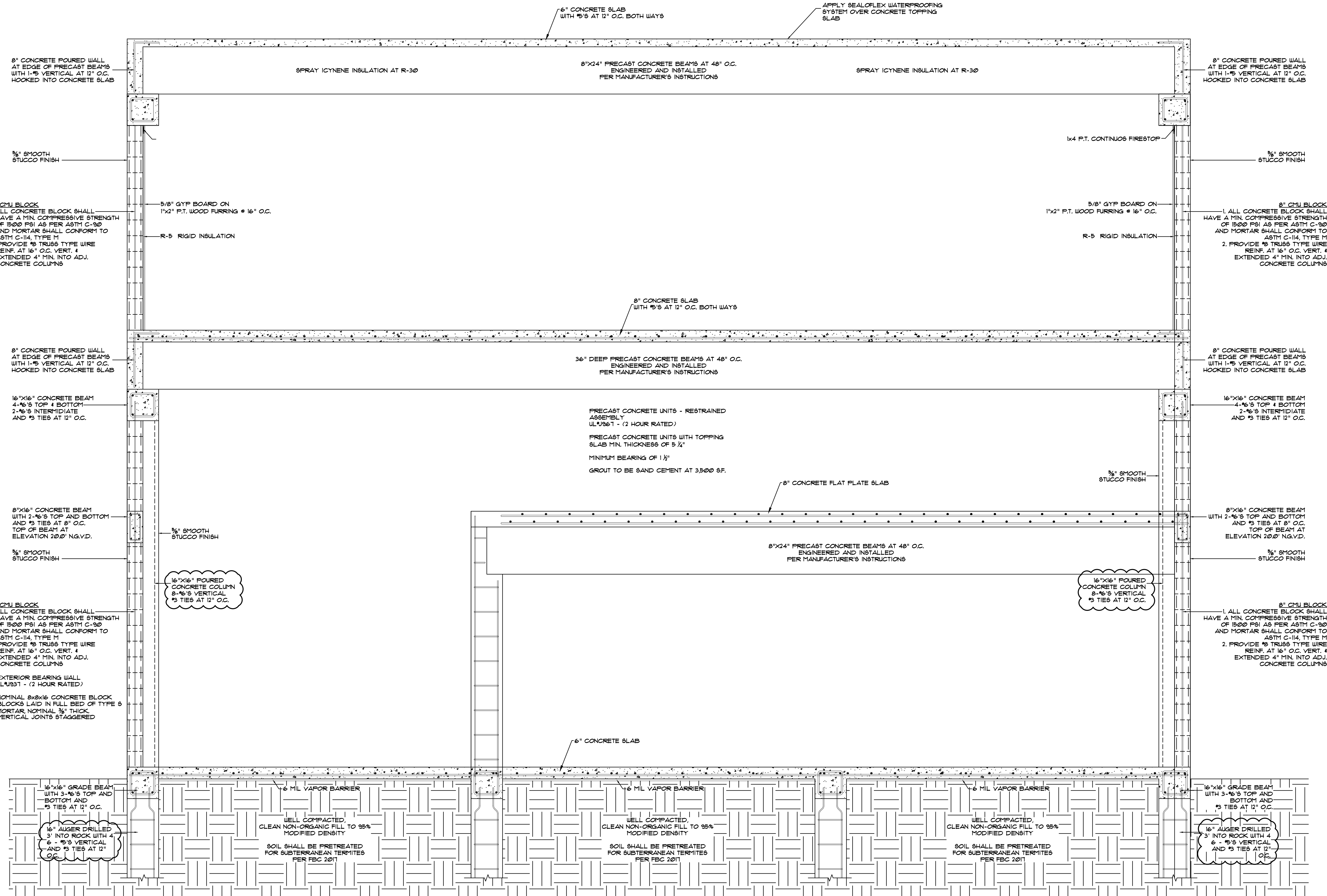
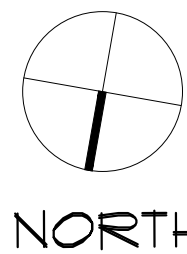


16"x16" CONCRETE BEAM
4-#6'S TOP & BOTTOM
2-#6'S INTERMEDIATE
AND #3 TIES AT 12" O.C.



SCALE: $\frac{1}{4}'' = 1'-0''$

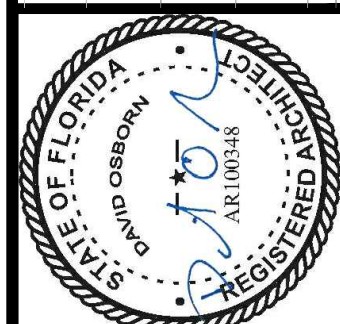
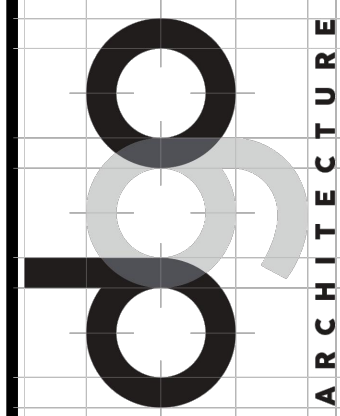
[illegible]



TYPICAL SECTION

SCALE: 1/2" = 1'-0"

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01-18-2023	CITY REMARK	1	D.G.O.					
06-13-2023	CITY REMARK	2	D.D.					

STRUCTURAL SECTION
DAVIS HANGAR / RESIDENCE
LOT 21 SOUTH AIRPORT ROAD
TAVERNIER, FL 33070

S-6

GENERAL NOTES:

- THE GOVERNING CODE FOR THIS PROJECT IS THE FLORIDA BUILDING CODE, 2020 EDITION. THIS CODE PRESCRIBES WHICH EDITION OF EACH REFERENCED STANDARD APPLIES TO THIS PROJECT.
- TO THE BEST OF MY KNOWLEDGE, THE STRUCTURAL DRAWINGS COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE GOVERNING BUILDING CODE.
- CONSTRUCTION IS TO COMPLY WITH THE REQUIREMENTS OF THE GOVERNING BUILDING CODE AND ALL OTHER APPLICABLE FEDERAL, STATE, AND LOCAL CODES, STANDARDS, REGULATIONS, AND LAWS.
- THE STRUCTURAL DOCUMENTS ARE TO BE USED IN CONJUNCTION WITH THE DESIGN DOCUMENTS. IF A CONFLICT EXISTS, NOTIFY THE DESIGN PROFESSIONAL.
- DETAILS LABELED "TYPICAL" APPLY TO ALL SITUATIONS THAT ARE THE SAME OR SIMILAR TO THOSE SPECIFICALLY REFERENCED, WHETHER OR NOT THEY ARE KEYED IN AT EACH LOCATION. QUESTIONS REGARDING THE APPLICABILITY OF TYPICAL DETAILS SHALL BE RESOLVED BY THE DESIGN PROFESSIONAL.
- OPENINGS SHOWN ON STRUCTURAL DRAWINGS ARE ONLY PICTORIAL. SEE THE ARCHITECTURAL AND M.E.P. DRAWINGS FOR THE SIZE AND LOCATION OF OPENINGS IN THE STRUCTURE.
- CONTRACTORS WHO DISCOVER DISCREPANCIES, OMISSIONS OR VARIATIONS IN THE CONTRACT DOCUMENTS DURING BIDDING SHALL IMMEDIATELY NOTIFY THE DESIGN PROFESSIONAL. THE DESIGN PROFESSIONAL WILL RESOLVE THE CONDITION AND ISSUE A WRITTEN CLARIFICATION.
- THE GENERAL CONTRACTOR SHALL COORDINATE ALL CONTRACT DOCUMENTS WITH FIELD CONDITIONS AND DIMENSIONS AND PROJECT SHOP DRAWINGS PRIOR TO CONSTRUCTION. DO NOT SCALE DRAWINGS, AND USE ONLY PRINTED DIMENSIONS. REPORT ANY DISCREPANCIES IN WRITING TO THE DESIGN PROFESSIONAL PRIOR TO PROCEEDING WITH WORK. DO NOT CHANGE SIZE OR LOCATION OF STRUCTURAL MEMBERS WITHOUT WRITTEN INSTRUCTIONS FROM THE STRUCTURAL ENGINEER OR ARCHITECT OF RECORD.
- THE CONTRACTOR SHALL PROTECT ADJACENT PROPERTY, HIS OWN WORK AND THE PUBLIC FROM HARM. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR CONSTRUCTION MEANS AND METHODS, AND JOBSITE SAFETY INCLUDING ALL O.S.H.A. REQUIREMENTS.
- THE STRUCTURE IS DESIGNED TO BE STRUCTURALLY SOUND WHEN COMPLETED. PRIOR TO COMPLETION, THE CONTRACTOR IS RESPONSIBLE FOR STABILITY AND TEMPORARY BRACING, INCLUDING, BUT NOT LIMITED TO, MASONRY WALLS, WHEREVER THE CONTRACTOR IS UNSURE OF THESE REQUIREMENTS, THE CONTRACTOR SHALL RETAIN A FLORIDA LICENSED ENGINEER TO DESIGN AND INSPECT THE TEMPORARY BRACING AND STABILITY OF THE STRUCTURE.
- DESIGN SUPERIMPOSED LOADS:

FLOOR LIVE LOAD:	- 40 PSF
ROOF LIVE LOAD:	- 30 PSF
FLOOR DEAD LOAD:	- 80 PSF
ROOF DEAD LOAD:	- 20 PSF
- DESIGN WIND LOADS:

WIND SPEED: 180 MPH PER ASCE.	- 1-16
EXPOSURE CATEGORY:	- "D"
IMPORTANCE FACTOR:	- 1.0
INTERNAL PRESSURE COEFFICIENT	- 0.18

SHOP DRAWINGS AND OTHER SUBMITTALS:

- SUBMITTALS FOR SPECIAL STRUCTURAL, LOAD-CARRYING ITEMS THAT ARE REQUIRED BY CODES OR STANDARDS TO RESIST FORCES MUST BE PREPARED BY, OR UNDER THE DIRECT SUPERVISION OF, A DELEGATED ENGINEER. EXAMPLES INCLUDE PRECAST CONCRETE, PREFABRICATED WOOD COMPONENTS, OPEN WEB STEEL JOISTS AND JOIST GIRDERS, POST-TENSIONING SYSTEMS, TILT-UP PANELS, STRUCTURAL STEEL CONNECTIONS, STRUCTURAL LIGHT GAGE STEEL FRAMING, EXTERIOR ENCLOSURE SYSTEMS AND SHORING AND RESHORING.
- A DELEGATED ENGINEER IS DEFINED AS A FLORIDA LICENSED ENGINEER WHO SPECIALIZES IN AND UNDERTAKES THE DESIGN OF STRUCTURAL COMPONENTS OR STRUCTURAL SYSTEMS INCLUDED IN A SPECIFIC SUBMITTAL PREPARED FOR THIS PROJECT AND IS AN EMPLOYEE OR OFFICER OF, OR CONSULTANT TO, THE CONTRACTOR OR FABRICATOR RESPONSIBLE FOR THE SUBMITTAL. THE DELEGATED ENGINEER SHALL SIGN, SEAL, AND DATE THE SUBMITTAL, INCLUDING CALCULATIONS AND DRAWINGS.
- THE TRADE CONTRACTOR IS RESPONSIBLE FOR CONFIRMING AND CORRELATING DIMENSIONS AT THE JOBSITE, FOR TOLERANCES, CLEARANCES, QUANTITIES, FABRICATION PROCESSES, AND TECHNIQUES OF CONSTRUCTION, COORDINATION OF THE WORK WITH OTHER TRADES AND FULL COMPLIANCE WITH THE CONTRACT DOCUMENTS.
- THE GENERAL CONTRACTOR/CONSTRUCTION MANAGER SHALL REVIEW AND APPROVE SUBMITTALS AND SHALL SIGN AND DATE EACH DRAWING PRIOR TO SUBMITTING TO THE ARCHITECT. THIS APPROVAL IS TO CONFIRM THAT THE SUBMITTAL IS COMPLETE, COMPLIES WITH THE SUBMITTAL REQUIREMENTS AND IS COORDINATED WITH FIELD DIMENSIONS, OTHER TRADES, ERECTION SEQUENCING AND CONSTRUCTIBILITY.
- THE STRUCTURAL ENGINEER REVIEW SUBMITTALS TO CONFIRM THAT THE SUBMITTAL IS IN GENERAL CONFORMANCE WITH THE DESIGN CONCEPT PRESENTED IN THE CONTRACT DOCUMENTS. QUANTITIES AND DIMENSIONS ARE NOT CHECKED ON SUBMITTALS DO NOT AUTHORIZE CHANGES TO THE CONTRACT SUM. CHECKING OF THE SUBMITTAL BY THE STRUCTURAL ENGINEER SHALL NOT RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR DEVIATIONS FROM THE CONTRACT DOCUMENTS AND FROM ERRORS OR OMISSIONS IN THE SUBMITTAL.
- IN ADDITION TO THE ABOVE, THE STRUCTURAL ENGINEER'S REVIEW OF DELEGATED ENGINEER SUBMITTALS IS LIMITED TO VERIFYING THAT THE BRIEFED STRUCTURAL SUBMITTAL HAS BEEN FURNISHED, SIGNED AND SEALED BY THE DELEGATED ENGINEER AND THAT THE DELEGATED ENGINEER HAS UNDERSTOOD THE DESIGN INTENT AND USED THE SPECIFIED STRUCTURAL CRITERIA. NO DETAILED CHECK OF CALCULATIONS WILL BE MADE. THE DELEGATED ENGINEER IS SOLELY RESPONSIBLE FOR HIS/HER DESIGN, INCLUDING BUT NOT LIMITED TO THE ACCURACY OF HIS/HER CALCULATIONS AND COMPLIANCE WITH THE APPLICABLE CODES AND STANDARDS.

EXPANSION ANCHORS:

- USE WEDGE-TYPE EXPANSION ANCHORS SUCH AS THE HILTI KWIK BOLT II, ITU RAMSET RED HEAD TRUBOLT WEDGE, FOUERS RAIL, FOUER-STUD, SIMPSON STRONG-TIE WEDGE-ALL OR ACCEPTED EQUIVALENT. FOLLOW MANUFACTURER'S SPECIFICATIONS FOR USE AND INSTALLATION.
- CONFIRM THE ABSENCE OF REINFORCING STEEL BY DRILLING A 1/4" DIAMETER PILOT HOLE FOR EACH ANCHOR. DO NOT CUT REINFORCING STEEL WITHOUT APPROVAL OF THE STRUCTURAL ENGINEER.
- PROVIDE ANCHOR EMBEDMENT, SPACING AND EDGE DISTANCE AS SHOWN ON THE DRAWINGS.

CHEMICAL ADHESIVE FOR ANCHORING REINFORCING BARS, THREADED BARS AND ANCHOR BOLTS:

- USE AN EPOXY, ACRYLIC OR POLYESTER RESIN ADHESIVE SYSTEM SUCH AS THE HILTI HIT HY150, ITU RAMSET/RED HEAD EPOC ON AT OR C6 INJECTION SYSTEM, FOUERS RAIL, FOUER-FAST SYSTEM, SIMPSON STRONG-TIE AT OR ET, ALLIED FASTENER ALLIED GOLD A-1000, OR ACCEPTED EQUIVALENT. FOLLOW MANUFACTURER'S SPECIFICATIONS FOR USE AND INSTALLATION.
- CONFIRM THE ABSENCE OF REINFORCING STEEL BY DRILLING A 1/4" DIAMETER PILOT HOLE FOR EACH ANCHOR. DO NOT CUT REINFORCING STEEL WITHOUT APPROVAL OF THE STRUCTURAL ENGINEER.
- REFER TO MANUFACTURER'S INSTALLATION INSTRUCTIONS FOR APPROPRIATE DRILL SIZE, THOROUGHLY CLEAN HOLE INCLUDING REMOVAL OF DUST PRIOR TO FILLING WITH EPOXY.
- PROVIDE ANCHOR EMBEDMENT, SPACING AND EDGE DISTANCE AS SHOWN ON THE DRAWINGS.
- THREADED RODS ARE A-36 GALVANIZED STEEL, U.O.N.

REINFORCED CONCRETE:

- COMPLY WITH ACI 301 AND 318.
- PROVIDE STRUCTURAL CONCRETE WITH A MINIMUM ULTIMATE COMPRESSIVE DESIGN STRENGTH OF 5,000 PSI IN 28 DAYS.
- USE NORMAL WEIGHT CONCRETE FOR ALL STRUCTURAL MEMBERS, U.O.N.
- PROVIDE ASTM A-615 GRADE 60 REINFORCING STEEL. REINFORCING SHALL BE ACCURATELY PLACED, RIGIDLY SUPPORTED AND FIRMLY TIED IN PLACE, WITH APPROPRIATE BAR SUPPORTS AND SPACERS. LAP BOTTOM STEEL OVER SUPPORTS AND TOP STEEL AT MID-SPAN (U.O.N.). HOOK DISCONTINUOUS ENDS OF ALL TOP BARS AND ALL BARS IN WALLS, U.O.N. PROVIDE COVER OVER REINFORCING AS FOLLOWS:

ELEMENT	BOTTOM	TOP	SIDES
FOOTINGS	3"	2"	3"
BEAMS ABOVE GRADE	1 1/2"	1 1/2"	1 1/2"
COLUMNS	-	-	1 1/2"
SLABS ON GRADE	2"	1"	2"
SLABS ABOVE GRADE	3/4"	3/4"	1"
SLABS EXPOSED TO WEATHER	1 1/2"	1 1/2"	1 1/2"
- TENSION DEVELOPMENT LENGTH AND LAP SPICE LENGTHS SHALL BE AS FOLLOWS:

LAP SPICE LENGTH FOR BARS (IN)		
REBAR	TOP BARS	OTHER BARS
#3	22	11
#4	29	22
#5	36	28
#6	43	33
#7	63	48
#8	72	55
- WHERE SPECIFIED, PROVIDE PLAIN, COLD-DRAWN ELECTRICALLY-WELDED WIRE REINFORCEMENT CONFORMING TO ASTM A-108, SUPPLY IN FLAT SHEETS ONLY. LAP SPICE TWO CROSS WIRE SPACING.
- UTILITIES SHALL NOT PENETRATE BEAMS OR COLUMNS BUT MAY PASS THROUGH SLABS AND WALLS INDIVIDUALLY, U.O.N. FOR OPENINGS 24" LONG OR LESS, CUT REINFORCING AND REPLACE ALONGSIDE OPENING WITH SPICE BARS OF EQUIVALENT AREA WITH 48 BAR DIAMETER. LAP, PREPARE AND SUBMIT SHOP DRAWINGS FOR OPENINGS LONGER THAN 24". FOR RECTANGULAR OPENINGS 12" LONG OR LONGER, ADD 15 X 6" MID DEPTH DIAGONAL AT ALL 4 CORNERS.
- WHERE REINFORCING STEEL CONGESTION PERMITS, CONDUIT AND PIPES UP TO 1" DIAMETER MAY BE EMBEDDED IN CONCRETE PER ACI 318, SECTION 6.3, SPACE AT 3 DIAMETERS O.C. PLACE BETWEEN OUTER LAYERS OF REINFORCING IF CONDUITS ARE SIGNIFICANTLY CONGESTED. ADDITIONAL REINFORCING PERPENDICULAR TO PIPING MAY BE REQUIRED. REQUESTS TO EMBED LARGER PIPES SHALL BE ACCOMPANIED BY A DETAILED DESCRIPTION AND BE SUBMITTED TO THE ARCHITECT FOR EVALUATION.
- PROVIDE CONSTRUCTION JOINTS IN ACCORDANCE WITH ACI 318, SECTION 6.4. PROVIDE KEY-WAYS AND ADEQUATE DOUELS. SUBMIT DRAWINGS SHOWING LOCATION OF CONSTRUCTION JOINTS AND DIRECTION OF POUR FOR REVIEW.
- PROVIDE 3/4" CHAMFER FOR ALL EXPOSED CORNERS.

CONCRETE MASONRY:

- CONSTRUCT MASONRY IN ACCORDANCE WITH ACI 530/ASCE 5, "BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES"; AND ACI 530/ASCE 6, "SPECIFICATIONS FOR MASONRY STRUCTURES".
- THE STRUCTURE IS SUPPORTED BY BEARING WALLS, U.O.N. ERECT MASONRY PRIOR TO CASTING CONCRETE COLUMNS WITHIN BEARING WALLS OR CASTING BEAMS AND SLABS SUPPORTED BY BEARING WALLS.
- USE 50% SOLID, NOMINAL 8"x8"x16", CONCRETE MASONRY UNITS CONFORMING TO ASTM C90. BLOCK NET AREA COMPRESSIVE STRENGTH SHALL BE 1900 PSI. LAY UP UNITS IN RUNNING BOND. BAUCUT UNITS WHICH ARE NOT IN MULTIPLES OF 8" UNITS SHALL BE AT LEAST 8" LONG. BOND CORNERS BY LAPPING ENDS 8" IN SUCCESSIVE VERTICAL COURSES. DESIGN OF WALLS IS BASED ON A FM OF 1500 PSI.
- USE TYPE 9 MORTAR IN ACCORDANCE WITH ASTM C210 EXCEPT USE TYPE M MORTAR BELOW GRADE. HEAD AND BED JOINTS SHALL BE 3/8" FOR THE THICKNESS OF THE FACE SHELL. WEBS ARE TO BE FULLY MORTARED IN ALL COURSES OF PIERS, COLUMNS AND PILASTERS. IN THE STARTING COURSE, AND WHERE AN ADJACENT CELL IS TO BE GROUTED, REMOVE MORTAR PROTRUSIONS EXTENDING 1/2" OR MORE INTO CELLS TO BE GROUTED.
- USE STANDARD (3 GAUGE) HORIZONTAL JOINT REINFORCING IN EVERY OTHER COURSE. JOINT REINFORCING AND ANCHORS IN EXTERIOR WALLS SHALL CONFORM TO ASTM A 193 CLASS B2, WITH A COATING THICKNESS OF 150 OZ/SF, CONFORM TO ASTM A 641 IN INTERIOR WALLS. OVERLAP DISCONTINUOUS ENDS 6". USE PREFABRICATED CORNERS AND TEES. USE TRUSS TYPE, EXCEPT USE LADDER TYPE IN WALLS WITH VERTICAL REINFORCING. EXTEND JOINT REINFORCING A MINIMUM OF 4" INTO THE COLUMNS.
- USE FINE GROUT CONFORMING TO ASTM C416, WITH A MINIMUM COMPRESSIVE STRENGTH OF 2300 PSI IN 28 DAYS. AGGREGATE TO CONFORM TO ASTM C404 FOR FINE GROUT, WITH SLUMP OF 8" TO 10". GROUT ALL MASONRY CONTAINING REINFORCING, ALL CELLS OR 4 HOUR RATED WALLS, AND WHERE INDICATED ON THE DRAWINGS. ALLOW MORTAR TO CURE 24 HOURS PRIOR TO GROUTING. PROVIDE CLEAN OUT OPENINGS AT THE BASE OF CELLS CONTAINING REINFORCING STEEL TO CLEAN THE CELL AND TO TIE THE VERTICAL BAR TO THE DOVEL. IN HIGH-LIFT GROUTING, USE 4'-0" (MAX) LIFTS, WITH 1/2 HOUR TO 1 HOUR BETWEEN LIFTS. VIBRATE EACH LIFT AND RECONSOLIDATE THE PREVIOUS LIFT.
- USE ASTM A-615 GRADE 60 REINFORCING STEEL. REINFORCE WALLS WHERE INDICATED ON THE DRAWINGS AND AT ALL INTERSECTIONS. EACH SIDE OF OPENINGS AND AT THE ENDS OF WALLS. USE BAR SPACERS AT 10 FT. O.C. WHERE GROUT POUR HEIGHT EXCEEDS 10 FT.
- AT BOND/TIE BEAM CORNERS AND INTERSECTIONS, PLACE 1 # X 5'-0" T 4 B CORNER BAR, WITH 30" LEGS EACH WAY, AT THE EXTERIOR FACE.
- BEAMS NOT SCHEDULED ARE MIN. 8" X 12" TIE BEAMS WITH 2 # BARS TOP AND BOTTOM AND #3 TIES SPACED AT 12" O.C. TYPICAL. U.O.N. COLUMNS NOT SCHEDULED ARE MIN. 8" X 12" TIE COLUMNS WITH 4 # VERTICAL BARS AND #3 TIES AT 12" O.C. USE 30" LAP SPICES. HOOK ALL BARS AT DISCONTINUOUS ENDS.
- REINFORCED MASONRY WALL CONSTRUCTION SHALL BE INSPECTED BY AN ENGINEER OR ARCHITECT IN ACCORDANCE WITH ACI 530/ASCE 6.
- WHERE ANCHOR BOLTS, WEDGE ANCHORS OR ANCHORS SET IN EPOXY ARE SET IN A MASONRY WALL, FILL CELLS WITH GROUT FOR BOLTED COURSE, ONE COURSE ABOVE AND TWO COURSES BELOW.
- PROVIDE LINTELS OR HEADERS WITH MIN. 8" BEARING OVER ALL MASONRY OPENINGS.
- USE PRESSURE-TREATED WOOD FOR WOOD IN CONTACT WITH MASONRY.

STRUCTURAL STEEL:

- FABRICATE AND ERECT STRUCTURAL STEEL IN CONFORMANCE WITH A.I.S.C. "SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS", WITH COMMENTARY, AND ALL O.S.H.A. REQUIREMENTS.
- STRUCTURAL STEEL SHAPES SHALL BE FABRICATED FROM THE FOLLOWING MATERIALS:
 - PLATES AND BARS: ASTM A36, FY=36 KSI.
 - COLD-FORMED HOLLOW STRUCTURAL SECTIONS (HSS):
 - SQUARE SECTIONS: ASTM A500, GRADE B, FY=46 KSI.
- ALL SHOP AND FIELD WELDING SHALL CONFORM TO THE AWS D11 STRUCTURAL WELDING CODE BY THE AMERICAN WELDING SOCIETY. USE E70 SERIES WELDING ELECTRODES, U.O.N. WHERE NECESSARY, REMOVE GALVANIZING OR PRIMER PRIOR TO WELDING.
- USE A-307 BOLTS FOR ALL ERECTION BOLTS AND BOLTS LESS THAN 3/4" DIAMETER, U.O.N. ANCHOR RODS SHALL BE ASTM F1554 GRADE 36 THREADED WITH NUTS AND WASHERS EACH END.
- SETTING BASE AND BEARING PLATES: CLEAN CONCRETE AND MASONRY BEARING SURFACE OF BOND-REDUCING MATERIALS AND CLEAN BOTTOM OF BASE AND BEARING PLATE.
 - SET BASE OR BEARING PLATE ON WEDGES OR OTHER ADJUSTING DEVICES.
 - TIGHTEN ANCHOR RODS AFTER STRUCTURAL STEEL FRAME HAS BEEN PLUMBED. DO NOT REMOVE WEDGES OR SHIMS BUT, IF PROTRUDING, CUT OFF FLUSH WITH EDGE OF BASE OR BEARING PLATE PRIOR TO PACKING WITH GROUT.
 - PACK OR POUR NON-SHRINK GROUT SOLIDLY BETWEEN BEARING SURFACE AND BASE OR BEARING PLATE. ENSURE THAT NO VOIDS REMAIN. FINISH EXPOSED SURFACES, PROTECT GROUT AND ALLOW TO CURE.
 - FOR PROPRIETARY GROUT MATERIALS, COMPLY WITH MANUFACTURER'S INSTRUCTIONS.
- BASE PLATES MUST BE GROUTED A MINIMUM OF 12 HOURS PRIOR TO PLACING CONCRETE SLABS ON SUPPORTING STEEL STRUCTURE.
- CUT, DRILL, OR PUNCH HOLES PERPENDICULAR TO METAL SURFACES. REAM HOLES THAT MUST BE ENLARGED TO ADMIT BOLTS AS PERMITTED BY ARCHITECT. DO NOT ENLARGE UNFAIR HOLES BY BURNING OR USING DRIFT PINS.
- SPACE FILLER BEAMS EQUALLY BETWEEN SUPPORTS, U.O.N.
- DO NOT SPICE STRUCTURAL STEEL MEMBERS EXCEPT WHERE INDICATED ON THE DRAWINGS.
- SEE ARCHITECTURAL AND MECHANICAL DRAWINGS FOR MISCELLANEOUS STEEL NOT SHOWN ON THE STRUCTURAL DRAWINGS.
- REFER TO ARCHITECTURAL DRAWINGS FOR PAINTING AND FIREPROOFING OF STRUCTURAL STEEL. DO NOT PAINT STEEL SURFACES IN CONTACT WITH CONCRETE OR FIREPROOFING.

PRE-ENGINEERED WOOD TRUSSES:

- DESIGN AND FABRICATE ALL TIMBER IN CONFORMANCE WITH DIVISION 6 SPECIFICATIONS, THE "NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION" AND FLORIDA BUILDING CODE, 2020 EDITION, AND THE TPI-1 NATIONAL DESIGN STANDARD FOR METAL PLATE CONNECTED WOOD TRUSS CONSTRUCTION.
- IN ACCORDANCE WITH RULE 61G15-31.003 OF THE FLORIDA ADMINISTRATIVE CODE, THE TRUSS SYSTEM ENGINEER, A DELEGATED ENGINEER, SHALL DESIGN THE TRUSS SYSTEM. THE TRUSS SYSTEM ENGINEER SHALL SUBMIT SHOP DRAWINGS AND CALCULATIONS FOR REVIEW TO ARCHITECT/ENGINEER FOR THE ASSEMBLAGE OF PREFABRICATED, ENGINEERED WOOD TRUSSES AND TRUSS GIRDERS, TOGETHER WITH ALL BRACING, CONNECTIONS AND OTHER STRUCTURAL ELEMENTS AND ALL BRACING AND LOCATION CRITERIA (TRUSS FLACEMENT PLAN), THAT, IN COMBINATION, FUNCTION TO SUPPORT THE DEAD, LIVE AND WIND LOADS APPLICABLE TO THE ROOF TRUSS SYSTEM. THE TRUSS SYSTEM DOES NOT INCLUDE WALLS, OR ANY OTHER STRUCTURAL SUPPORT SYSTEMS. THESE SHOP DRAWINGS AND CALCULATIONS SHALL BE SIGNED AND SEALED BY THE TRUSS SYSTEM ENGINEER.
- IN ACCORDANCE WITH RULE 61G15-31.003 OF THE FLORIDA ADMINISTRATIVE CODE, THE TRUSS DESIGN ENGINEER, A DELEGATED ENGINEER, SHALL DESIGN THE INDIVIDUAL TRUSSES OF THE TRUSS SYSTEM, BUT DOES NOT DESIGN THE TRUSS SYSTEM. THE TRUSS DESIGN ENGINEER SHALL SUBMIT SHOP (PIECE) DRAWINGS AND CALCULATIONS FOR EACH DIFFERENT TRUSS OF THE TRUSS SYSTEM SUCH THAT EACH TRUSS WILL FUNCTION TO SUPPORT THE DEAD, LIVE AND WIND LOADS APPLICABLE TO EACH TRUSS AND TRUSS GIRDER THAT TOGETHER COMPRISE THE TRUSS SYSTEM. THESE SHOP DRAWINGS AND CALCULATIONS SHALL BE SIGNED AND SEALED BY THE TRUSS DESIGN ENGINEER.
- THE TRUSS SYSTEM ENGINEER AND THE TRUSS DESIGN ENGINEER SHALL EACH BE RESPONSIBLE FOR THEIR OWN WORK. HOWEVER, THEY MAY BE THE SAME INDIVIDUAL PROVIDING TWO SEPARATE SERVICES.
- THE LOADS, LAYOUTS AND CONNECTIONS PROVIDED ON THE STRUCTURAL CONSTRUCTION DOCUMENTS ARE THE MINIMUMS TO BE FOLLOWED BY THE TRUSS SYSTEM ENGINEER AND THE TRUSS DESIGN ENGINEER.
- USE STRESS-RATED TIMBER FOR ALL WOOD STRUCTURAL MEMBERS. DO NOT USE WOOD STRUCTURAL MEMBERS WITH A BENDING STRESS LESS THAN 1200 PSI OR A MODULUS OF ELASTICITY LESS THAN 1400,000 PSI WHEN USED AT 10% MAXIMUM MOISTURE CONTENT.
- PRESSURE TREATMENT OF ALL STRUCTURAL LUMBER SHALL BE IN ACCORDANCE WITH AWWA STANDARDS C1 AND C2, LATEST EDITIONS WITH A WATERBORNE PRESERVATIVE IN ACCORDANCE WITH STANDARD F5, LATEST EDITION. ALL LUMBER TO BE KILN-DRIED AFTER TREATMENT TO A MOISTURE CONTENT NOT TO EXCEED 19% OVEN-DRY BASIS, PER STANDARD C2. ALL LUMBER 4"x4" IN (NOMINAL SIZE) AND LARGER IN DIMENSION TO BE TREATED TO THE SOIL, AND FRESH WATER RETENTION AND PENETRATION REQUIREMENTS OF STANDARD C2. ALL LUMBER LESS THAN 4"x4" (NOMINAL SIZE) TO BE TREATED TO THE ABOVE GROUND REQUIREMENTS OF STANDARD C2.
- MINIMUM DESIGN LOADS FOR ROOF TRUSSES:

30 PSF LL TOP CHORD
25 PSF DL TOP CHORD
10 PSF DL BOTTOM CHORD
200 LB CONCENTRATED LL ON ANY SINGLE BOTTOM CHORD PANEL POINT

WIND PRESSURE BASED ON ASCE-7.
- CD FOR WIND SHALL NOT EXCEED 16 FOR WOOD MEMBERS. NO STRESS INCREASE ALLOWED FOR METAL PLATES.

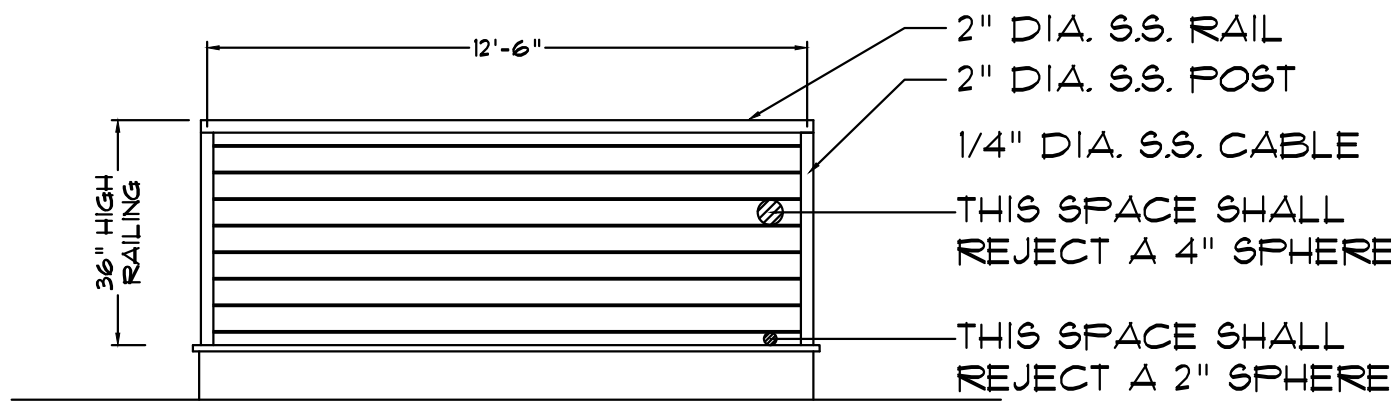
SOIL STATEMENT:

- THE EXISTING SOIL IS ASSUMED TO HAVE A DESIGN BEARING OF 2,000 PSF. IF SOIL CONDITIONS VARY, CONTACT THE ENGINEER OF RECORD.
- ALL AUGER HOLES AND SHALL BE DRILLED 3' INTO THE EXISTING FIRMEST SOILITE ROCK.
- ALL PRECAST CONCRETE PILING SHALL BE DRIVEN TO REFUSAL.

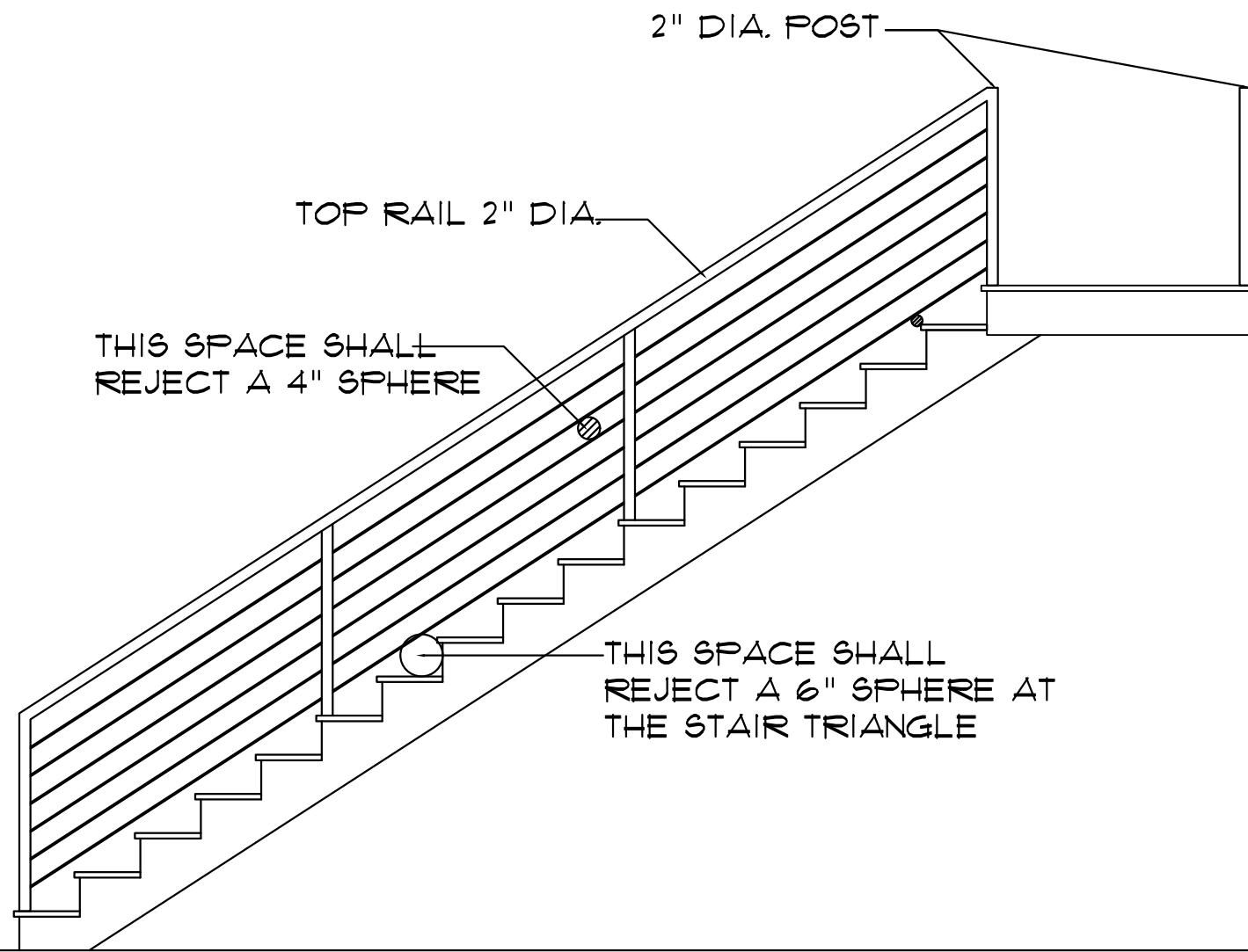
LUMBER AND FRAMING NOTES:

- FRAMING LUMBER SHALL CONFORM WITH THE PROVISIONS OF THE AMERICAN SOFTWOOD LUMBER STANDARD PS-10 (LATEST EDITION) AND EACH PIECE SHALL BEAR THE GRADE STAMP OF AN APPROVED GRADING AGENCY.
- FRAMING LUMBER GRADES THE FOLLOWING GRADES SHALL BE THE MINIMUM ACCEPTABLE GRADES, UNLESS OTHERWISE NOTED ON THE DRAWINGS.

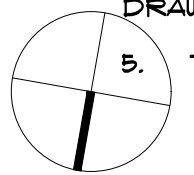
ITEM	MINIMUM GRADE
STUD ONLY: 2" TO 4" THICK 2" TO 4" WIDE	NO. 2 SOUTHERN PINE
STRUCTURAL LIGHT FRAMING: 2" TO 4" THICK 2" TO 4" WIDE	NO. 2 SOUTHERN PINE
STRUCTURAL JOISTS + HEADERS: 2" TO 4" THICK 6" AND WIDER	NO. 2 SOUTHERN PINE
POSTS: 4" X 4" AND LARGER	NO. 2 SOUTHERN PINE
- BOLT HOLES SHALL BE 1/8" LARGER THAN THE BOLT SIZE. RE-TIGHTEN ALL NUTS PRIOR TO CLOSING IN.
- STANDARD CUT WASHERS SHALL BE USED UNDER BOLT HEADS AND NUTS AGAINST WOOD.
- ALL LUMBER IN CONTACT WITH MASONRY OR CONCRETE SHALL BE PRESURE TREATED OR OTHERWISE BE PROTECTED BY AN APPROVED SEPARATING MATERIAL. BOLTS SHALL BE PLACED 5" FROM ANY NOTCH GREATER THAN 1/2 THE WIDTH OF A MEMBER.
- DO NOT NOTCH JOISTS, RAFTERS OR BEAMS. OBTAIN ENGINEER'S OR ARCHITECTS APPROVAL FOR ANY HOLES OR NOTCHES NOT DETAILED. HOLES THROUGH WALLS, PLATES, STUDS AND DOUBLE PLATES IN INTERIOR BEARING AND SHEAR WALLS SHALL NOT EXCEED 1/3 THE PLATE WIDTH. USE BORED HOLES LOCATED IN THE CENTER OF THE STUD OR PLATE.
- 2" SOLID BLOCKING SHALL BE PLACED BETWEEN JOISTS OR RAFTERS AT ALL SUPPORTS.
- ALL NAILING SHALL CONFORM TO THE MINIMUM STANDARDS OF THE 2011 FLORIDA BUILDING CODE. NAILS SHALL BE COMMON WIRE NAILS.
- ALL INTERIOR FRAMING SHALL BE 2" X 4" WALL STUDS @ 16" O.C.



HANDRAIL / GUARDRAIL DETAIL:
CONSTRUCTED TO WITHSTAND A
CONCENTRATED LOAD OF 200 LBS
APPLIED AT ANY POINT IN ANY DIRECTION



HANDRAIL / GUARDRAIL STAIR DETAIL:
CONSTRUCTED TO WITHSTAND A
CONCENTRATED LOAD OF 200 LBS
APPLIED AT ANY POINT IN ANY DIRECTION



NORTH

DAVID G. OSBORN, AIA
91700 OVERSEAS HIGHWAY
TAVERNIER, FLORIDA 33070
DGOARCHITECTURE.COM

REGISTERED PROFESSIONAL ARCHITECT
STATE OF FLORIDA
NO. 15184
EXPIRATION DATE 12/31/2025

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DATE	REVISION	No.	AS SHOWN	SCALE	DRAWN BY:	CHECKED BY:	PHASE:	JOB NO:
11-03-2022	FOR SUBMITTAL	0	E.H.					
01-18-2023	CITY REMARK	1	D.G.O.					
06-13-2023	CITY REMARK	2	D.D.					
			2021002					

STRUCTURAL NOTES AND DETAILS
DAVIS HANGAR / RESIDENCE
LOT 21 SOUTH AIRPORT ROAD
TAVERNIER, FL 33070

S-7

FIXTURE TYPE	DFU	TRAP SIZE
AUTOMATIC CLOTHES WASHER	2	2"
BATHROOM GROUP	5	2"
BATH TUB	2	1.5"
DISHWASHING MACHINE	2	1.5"
KITCHEN SINK	2	1.5"
LAVATORY	1	1.25"
SHOWER 5.7 (GPM OR LESS)	2	1.5"
SINK	2	1.5"
WATER CLOSET (1.6 GPM)	3	
- TRAP SIZE SHALL BE CONSISTENT WITH THE FIXTURE OUTLET SIZE.		

1. A SCOPE OF WORK. THE WORK SHALL INCLUDE ALL PLUMBING AND SHOWN ON THE DRAWINGS, SPECIFIED HEREIN AND OR AS NEEDED FOR A COMPLETE SYSTEM, INCLUDING BUT NOT NECESSARILY LIMITED TO THE FOLLOWING:
 1. DOMESTIC COLD AND HOT WATER PIPING SYSTEMS.
 2. SANITARY DRAIN AND VENT SYSTEMS.
 3. PLUMBING FIXTURES AND TRIM.
 4. AIR CONDITIONING CONDENSATE DRAIN SYSTEMS.
 5. PRESSURE AND TEMPERATURE RELIEF FROM WATER HEATER.
 6. PIPING INSULATION.
 7. SUPPORTS AND HANGERS.
2. CONTRACTOR SHALL VERIFY AT SITE THE LOCATION, ELEVATION AND SIZE OF ALL EXISTING LINES FOR CONNECTION BEFORE INSTALLATION OF ANY PIPING.
3. UNDERGROUND METAL PIPING SHALL BE PROTECTED WITH A COAT OF BITUMINOUS COMPOUND BEFORE COVERING, "BITUMASTIC" OR EQUAL.
4. ALL FIXTURES SHALL BE PROTECTED AGAINST WATER HAMMER WITH AIR CHAMBERS OF SHOCK ABSORBERS AS INDICATED ON PLANS.
5. PLUMBING FIXTURES SHALL BE CONSTRUCTED WITH APPROVED MATERIALS, SHALL HAVE SMOOTH IMPERVIOUS SURFACES AND SHALL BE FREE FROM DEFECTS AND CONCEALED FOULING SURFACES. ALL FIXTURE TRIM TO BE CHROME PLATED, FIXTURES SHALL BE PROVIDED WITH SUPPORTS, HANGERS, ETC.
6. WASTE LINES TO SLOPE 1/8" / FOOT UNLESS OTHERWISE NOTED.
7. VENT LINES TO EXTEND MIN OF 9' ABOVE ROOF AND FLASH WITH LEAD.
8. WATER PIPE BELOW GROUND SHALL BE COPPER TYPE "K", ABOVE GROUND TO BE COPPER TYPE "L".
9. PIPING INSTALLATION.
 - A. SUPPORT ALL PIPE FROM SOUND PORTIONS OF STRUCTURE AND AT PROPER INTERVALS INCLUDING WITH CODE.
 - B. PROVIDE SLEEVES FOR ALL PIPING THROUGH FOUNDATIONS, SLABS, OR MASONRY WALLS. CAULK OPENINGS BETWEEN PIPE AND SLEEVES.
 - C. WHERE EXPOSED PIPES PASS THROUGH FLOORS, WALLS, OR CEILINGS, PROVIDE ESCUTCHEONS. FIRMLY SECURE TO THE PIPES AND OF SUFFICIENT OUTSIDE DIAMETER TO COVER THE SLEEVED OPENING FOR FIRE PROTECTION. PROVIDE CHROMIUM PLATED ESCUTCHEONS IN BATHROOMS.
 - D. WHERE PIPES PASS THROUGH FIRE RATED FLOOR, WALLS, OR CEILINGS, PROVIDE FIRE STOPPS, OR FIRE BARRIER PENETRATION SEALING SYSTEMS SHALL BE U.L. LISTED.
10. INSPECTION AND TESTS.

CONTRACTOR SHALL BE RESPONSIBLE TO ASK FOR INSPECTION TO THE AUTHORITIES HAVING JURISDICTION AS THE WORK PROGRESSES. ALL SYSTEMS SHALL BE TESTED BY CODE OR LOCAL REGULATIONS. THE ENTIRE DOMESTIC WATER DISTRIBUTION SYSTEM SHALL BE STERILIZED FOLLOWING CODE PROCEDURES. AFTER STERILIZATION FLUSH THE SYSTEM WITH CLEAN WATER UNTIL SAFE TO BE CONSUMED.
11. UTILITIES CONNECTION

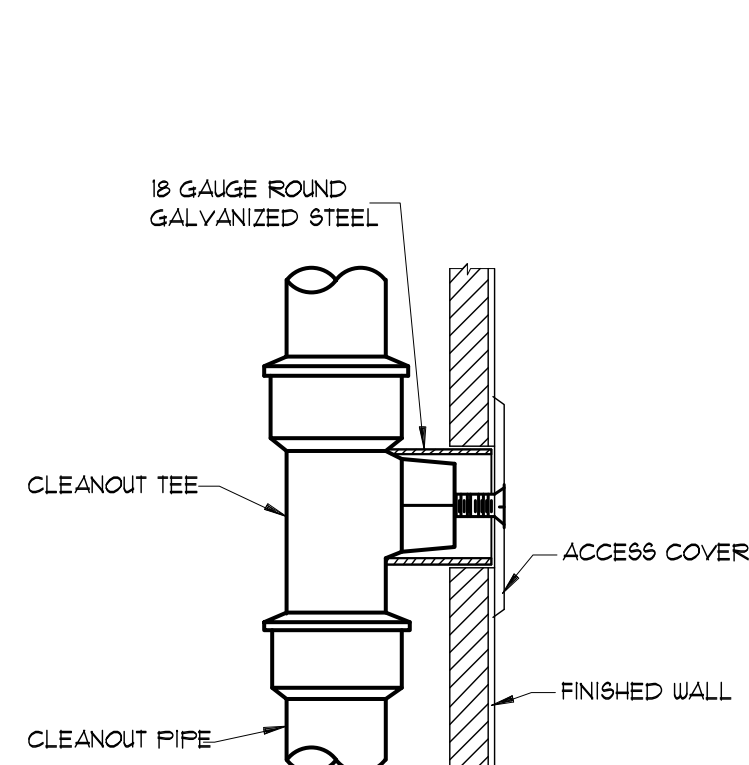
PLUMBING CONTRACTOR SHALL VERIFY AT FIELD AND WITH THE UTILITY COMPANIES THE EXACT POINT OF CONNECTION FOR WATER AND SEWER SERVICES BEFORE SUBMITTING A BID OR PRICE FOR HIS WORK.
12. PLUMBING CONTRACTOR IS RESPONSIBLE FOR PERFORMING THE FOLLOWING TEST IN THE PRESENCE OF AN OWNER REPRESENTATIVE.
 - A. ALL WATER PIPING SHALL BE SUBJECT TO HYDROSTATIC PRESSURE TEST OF 100 PSI. FOR A PERIOD OF TIME SUFFICIENT TO EXAMINE ENTIRE SYSTEM BUT NOT LESS THAN ONE HOUR.
 - B. DRAINAGE PIPING: BEFORE INSTALLATION OF ANY DRAINS, THE ENDS OF SYSTEMS SHALL BE CAPPED AND ALL LINES FILLED WITH WATER TO HIGHEST POINT AND ALLOWED TO STAND UNTIL INSPECTED.
13. STERILIZE ALL WATER LINES WITH A MIXTURE OF TWO (2) POUNDS OF CHLORINATE LIME TO EACH 1000 GALLONS OF WATER (50 PPM OF AVAILABLE CHLORINE). RETAIN MIXTURE IN PIPE 24 HOURS AND FLUSH THOROUGHLY WITH POTABLE WATER BEFORE PLACING IN SERVICE.
14. COMPLETE SYSTEM, FIXTURES AND EQUIPMENT SHALL BE GIVEN AN IN SERVICE TEST AFTER COMPLETION OF INSTALLATION.
15. PLUMBING CONTRACTOR SHALL FURNISH WRITTEN GUARANTEE THAT ALL PLUMBING WORK SHALL BE FREE FROM DEFECTS OF MATERIALS AND WORKMANSHIP FOR A PERIOD OF (1) YEAR FROM DATE FROM DATE OF FINAL ACCEPTANCE AND TO EXTENT HE WILL AT HIS EXPENSE REPAIR AND REPLACE ALL WORK WHICH SEEMED DEFECTIVE DURING THE GUARANTEE PERIOD INCLUDING BUT NOT LIMITED TO NECESSARY DEMOLITION, PATCHING, RE-PATCHING AND REFINISHING.
16. PLUMBING CONTRACTOR IS RESPONSIBLE FOR INCLUDING IN HIS BID, THE COST FOR OBTAINING ALL NECESSARY PERMITS REQUIRED TO PERFORM THE SCOPE OF THE WORK AND THE INTENT OF THE CONSTRUCTION DOCUMENTS FORM ALL THE LOCAL AND STATE AUTHORITIES.
17. CONDENSATE DRAIN FROM AIR CONDITIONING UNITS SHALL BE "PVC" SCHEDULE 40 PIPE AND FITTINGS. ALL HORIZONTAL RUN SHALL BE INSULATED WITH 1/2" THICK ARMAFLEX PIPE INSULATION OR EQUAL. SLIP PIPE INSULATION AND SEAT BUTT JOINTS.
18. ALL PIPING MATERIALS SHALL BE NEW AND AS FOLLOWS:
 - A. SANITARY WASTE, VENT AND STORM DRAIN PIPING: UNDERGROUND AND ABOVE GROUND PIPING SHALL BE "PVC" PIPE AND FITTINGS SCHEDULE 40. MATERIAL SHALL COMPLY WITH ASTM-D1784, TYPE 1.
 - B. DOMESTIC WATER ABOVE GROUND SHALL BE TYPE "K" COPPER PIPE WITH WROUGHT COPPER SOLDERED JOINT FITTINGS.
 - C. DOMESTIC WATER BELOW GROUND SHALL BE TYPE "L" COPPER PIPE WITH WROUGHT COPPER SOLDERED JOINT FITTINGS.
 - D. PLUMBING FIXTURES SHALL BE AMERICAN STANDARD, ELJER OR KOHLER.
 - E. ELEMENTARY WATER HEATERS SHALL BE LOCHINVAR UNLESS OTHERWISE SPECIFIED. SEE SPECIFICATIONS.
 - F. SOLDER ALLOY SHALL BE LEAD FREE.
 - J. PROVIDE DIELECTRIC FITTINGS FOR JOINING DISSIMILAR METALS.
19. INSULATION.

ALL RE-CALCULATION HOT WATER PIPE SHALL BE INSULATED WITH 1/2" THICK FIBERGLASS MOLDED INSULATION WITH FIRE-SAFE FACTORY APPLIED "FR" JACKET OF GLASS CLOTH WITH LONGITUDINAL LAP AND BUTT JOINT STRIPS WITH SELF SEALING ADHESIVE.

B. INSULATION SHALL HAVE A MAXIMUM THERMAL CONDUCTIVITY OF 0.26 K FACTOR AT 75 DEG. F.

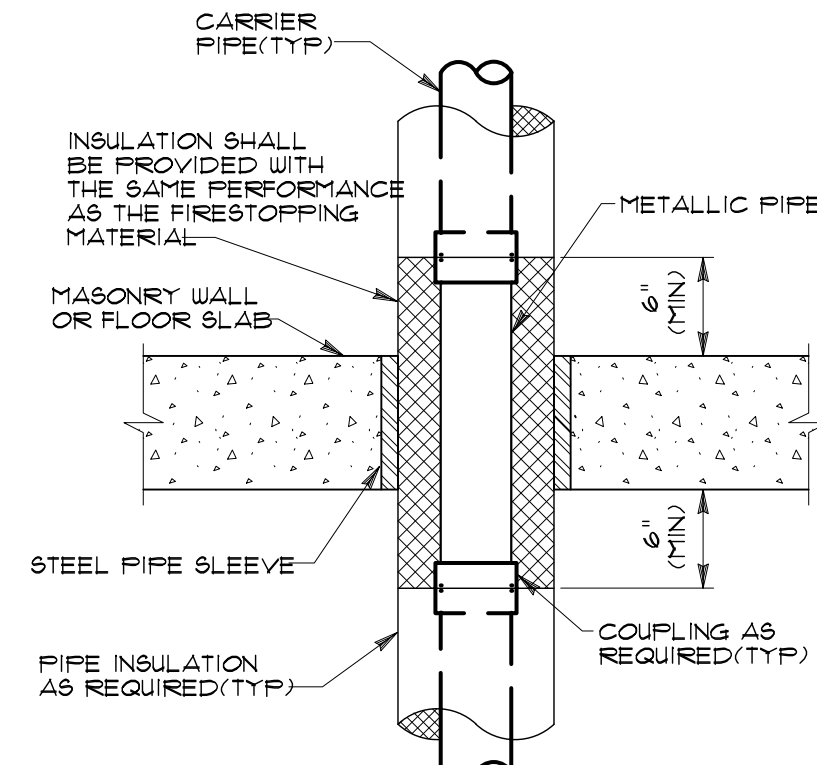
C. CHARACTERISTICS OF JACKET INSULATION AND ADHESIVE SHALL HAVE COMPOSITE FIRE AND SMOKE RATINGS AS PER ASTM E84-75. FINISHING JACKETS SHALL HAVE A MAXIMUM FLAME SPREAD OF 25.
20. HANGERS AND SUPPORTS.
 - A. PROVIDE ADJUSTABLE HANGERS, INSERTS, BRACKETS, ROLLS, CLAMPS AND SUPPLEMENTARY STEEL AS REQUIRED FOR PROPER SUPPORT OF PIPE LINES. PROVIDE HANGERS TO ALLOW FOR EXPANSIONS AND CONTRACTION OF PIPE LINES AND OF ADEQUATE SIZE TO PERMIT COVERING TO RUN CONTINUOUSLY.
 - B. HANGERS, BRACKETS, INSERTS, AND CLAMPS SHALL BE SUPPORTED INDEPENDENTLY SO THAT NO WEIGHT WILL BE SUPPORTED BY EQUIPMENT. COORDINATE LOCATION OF HANGERS WITH LIGHT FIXTURES, AIR CONDITIONING DUCTWORK AND DIFFUSERS AND WITH EXISTING PIPING SYSTEMS.
 - C. PROVIDE RISER CLAMPS AT EVERY FLOOR.
21. EXISTING CONDITIONS: CONTRACTOR BY AND THROUGH SUBMISSION OF HIS BID, AGREES THAT HE SHALL BE HELD RESPONSIBLE FOR HAVING EXAMINED THE SITE, THE LOCATION OF ALL PROPOSED WORK AND FOR THE PROPERLY USING THE INFORMATION TO DETERMINE THE EXISTING CONDITIONS. CONTRACTOR SHALL TAKE ADVISE AS TO THE CHARACTER, AND LOCATION OF THE SITE, THE NATURE OF THE EXISTING CONDITIONS, THE LOCATION OF EXISTING UTILITIES AND ANY OTHER CONDITIONS SURROUNDING AND AFFECTING THE WORK, ANY OBSTRUCTIONS, THE NATURE OF EXISTING CONSTRUCTION, AND ALL OTHER PHYSICAL CHARACTERISTICS OF THE SITE, IN ORDER THAT HE MAY INCLUDE IN THE PRICES WHICH HE BIDS ALL COSTS PERTAINING TO THE WORK AND THEREBY PROVIDE FOR THE SATISFACTORY COMPLETION THEREOF.

1. PROVIDE STACK VENTS OR AIR ADMITTANCE VALVES FOR KITCHEN SINKS AND WASHING MACHINES
2. 3" DIAMETER PIPE ALLOWS FOR 42 DRAINAGE FIXTURES AT $\frac{1}{4}$ " PER SLOPE. THIS EXCEEDS THE NUMBER OF DRAINAGE FIXTURES SHOWN.
3. CLEANOUTS TO BE ACCESSIBLE ACCORDING TO 93005.2.5 ACCESSIBILITY.



WALL CLEANOUT DETAIL

NTS

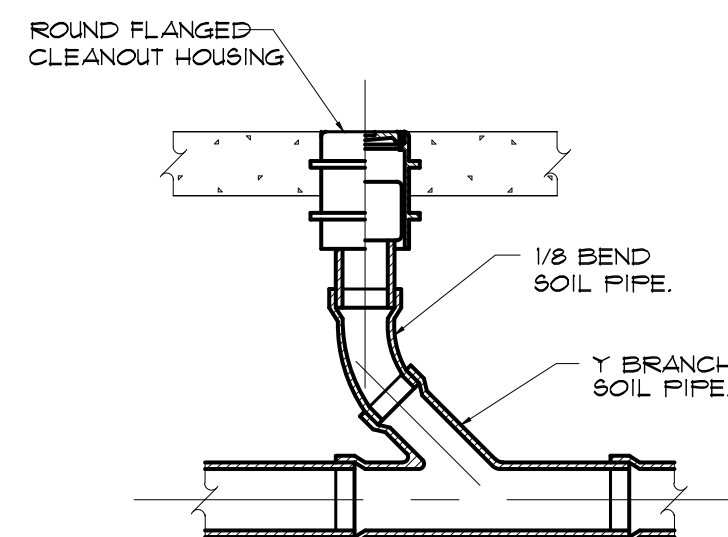


NOTE: PIPE SLEEVE SHALL BE SIZED TO PROVIDE 1/4" ALL AROUND CLEARANCE.

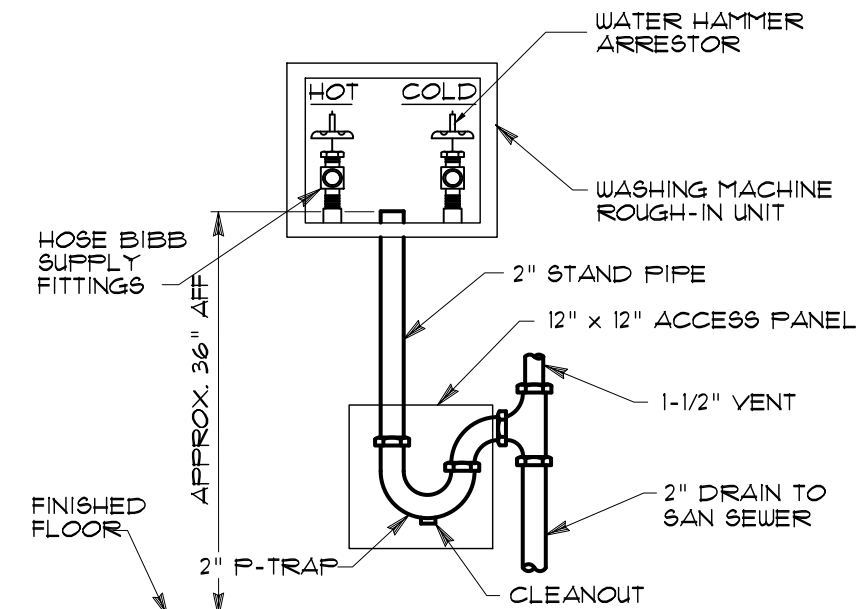
TYPICAL CONCRETE FLOOR
OR MASONRY WALL PENETRATION

INSULATED OR NON-INSULATED, ABOVE GRADE

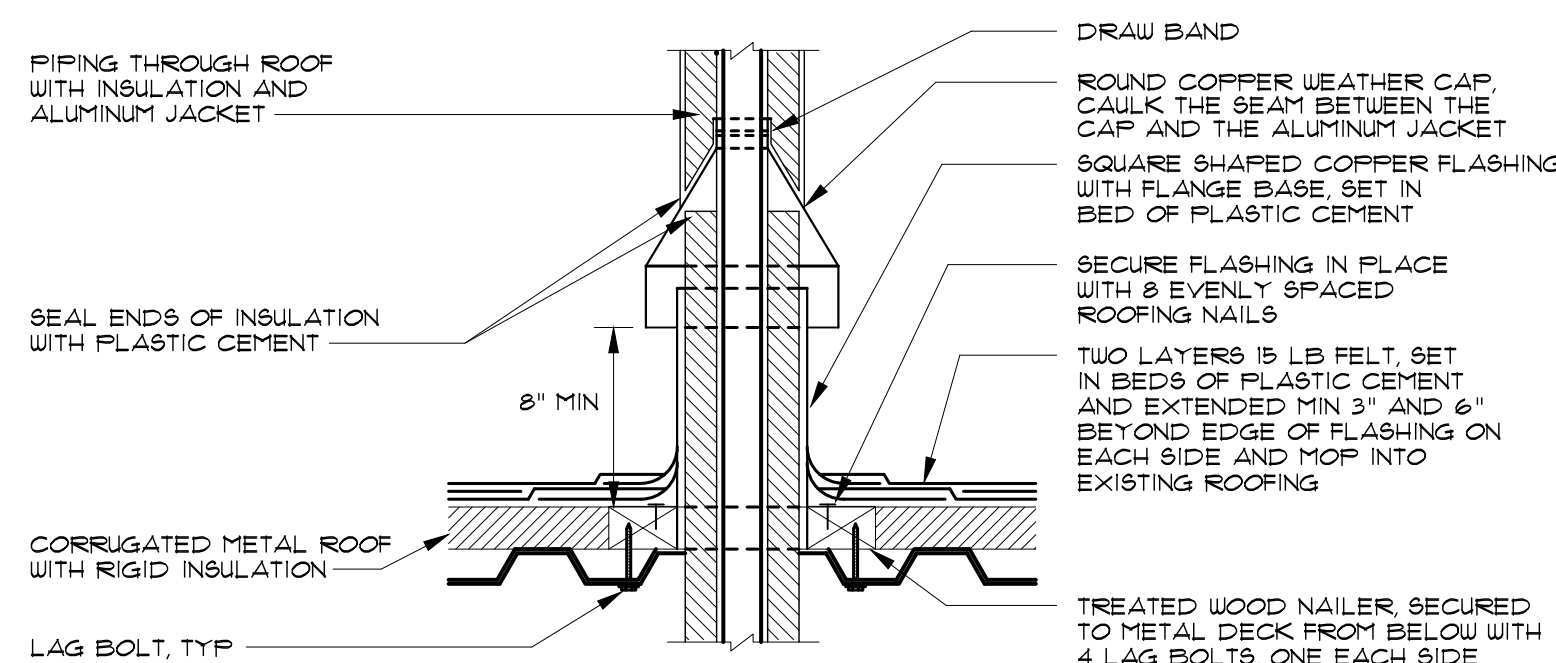
NTS



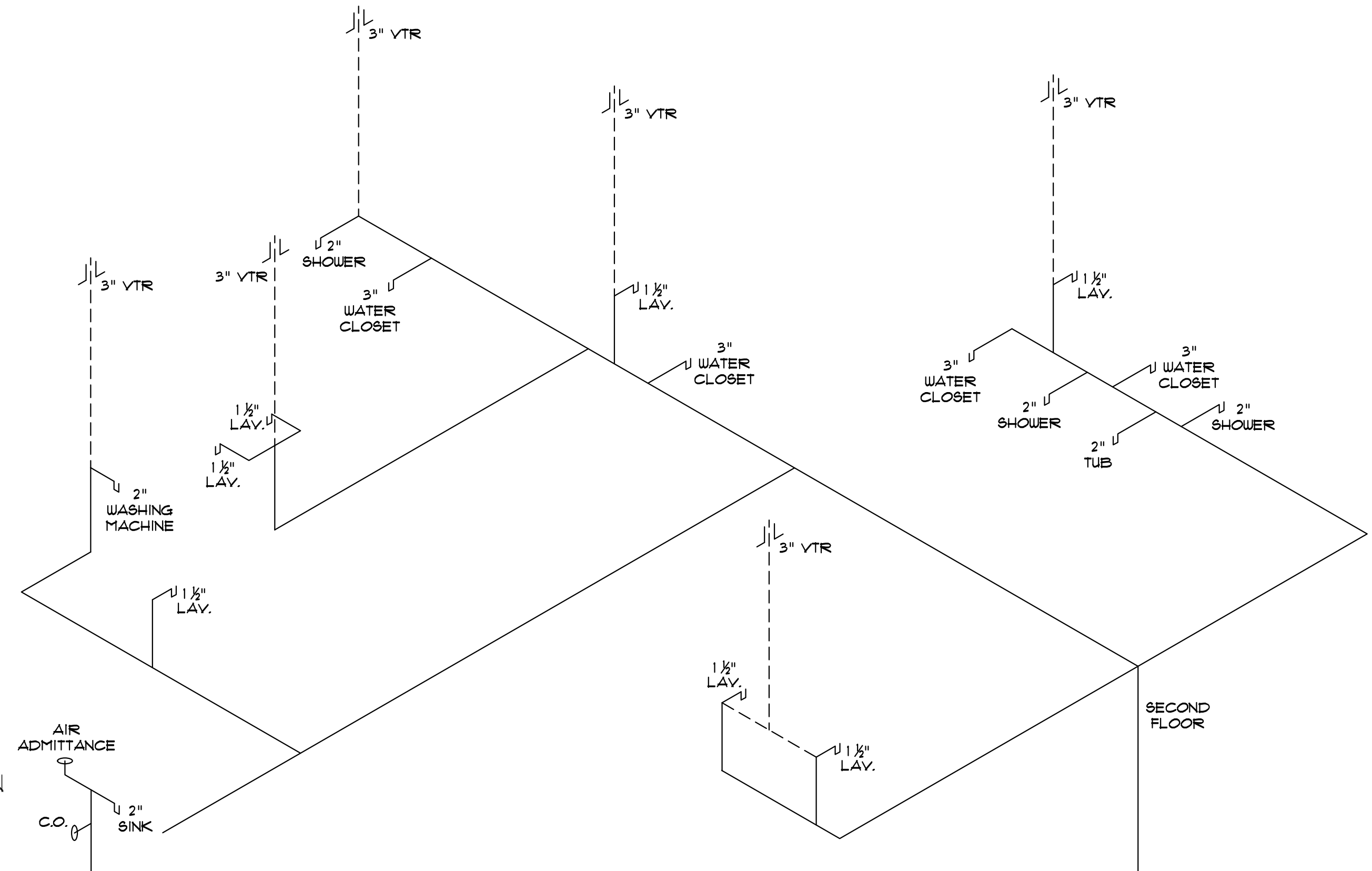
SANITARY CLEANOUT
FLOOR SLAB DETAIL
NTS



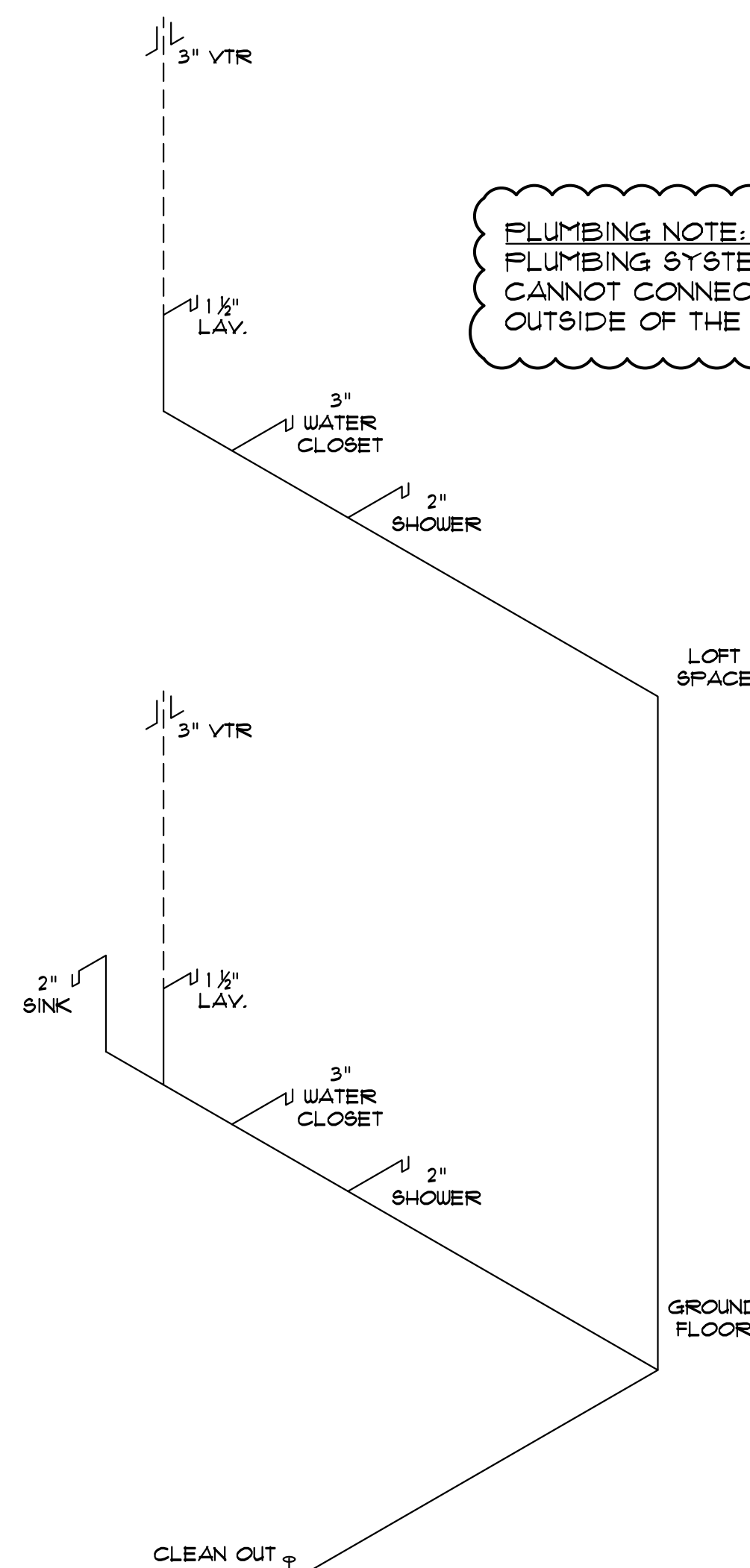
WASHING MACHINE HOOK-UP DETAIL



PIPING THROUGH ROOF DETAIL



PLUMBING NOTE:
PLUMBING SYSTEMS FROM THE HANGER AND MEZZANINE AREA CANNOT CONNECT TO THE SYSTEM FOR THE SFR. THEY MUST CONNECT OUTSIDE OF THE STRUCTURE. FBC 412



C

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HANGAR

LATER GEOMETRIC

NTS

CLEAN OUT

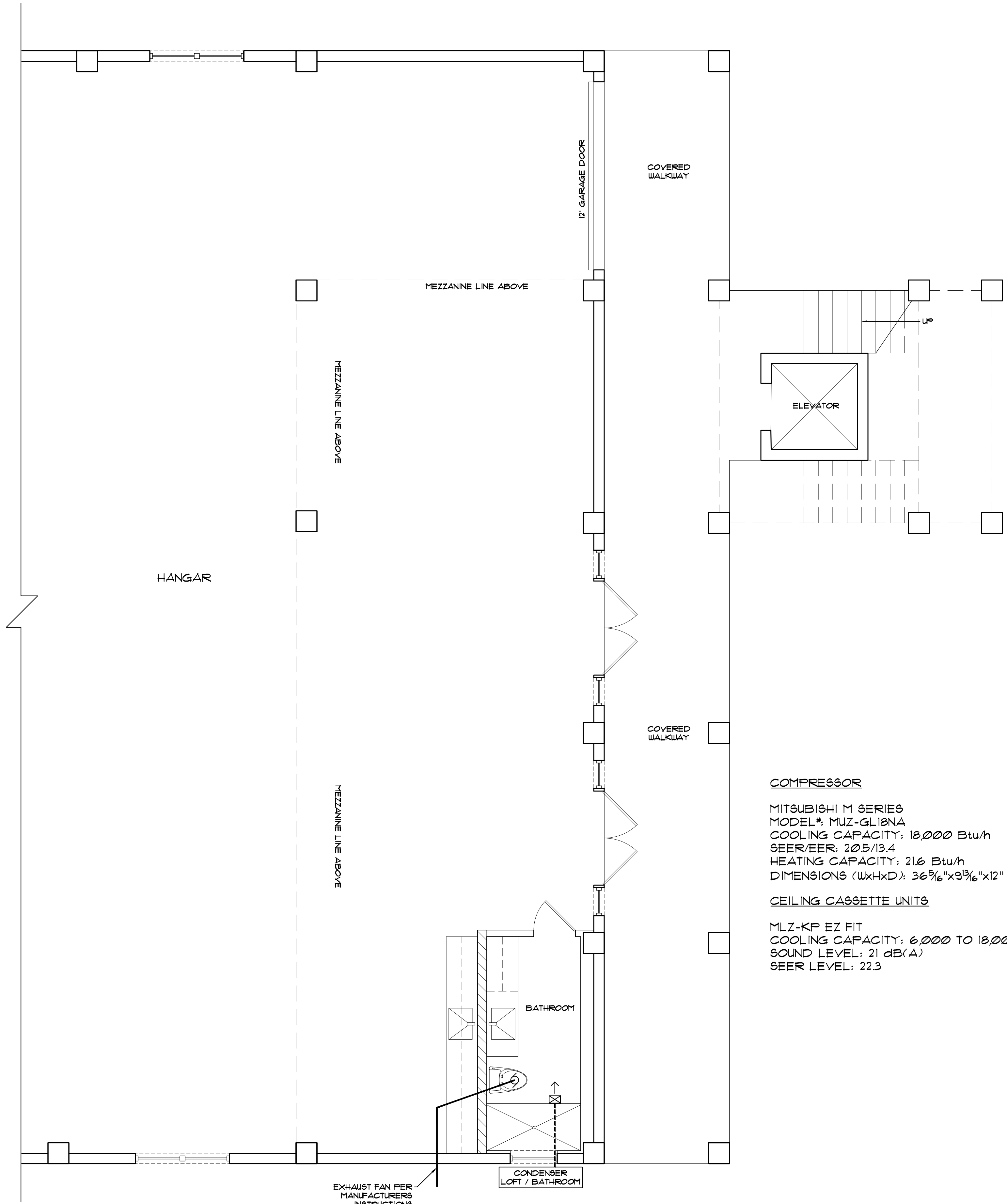
Year	Number of people (millions)
1980	18
1985	20
1990	22
1995	24
2000	26
2005	28
2010	30
2015	32
2020	38

SINGLE FAMILY RESIDENCE

UNASTERILIZED ISOMETRIC

NTS

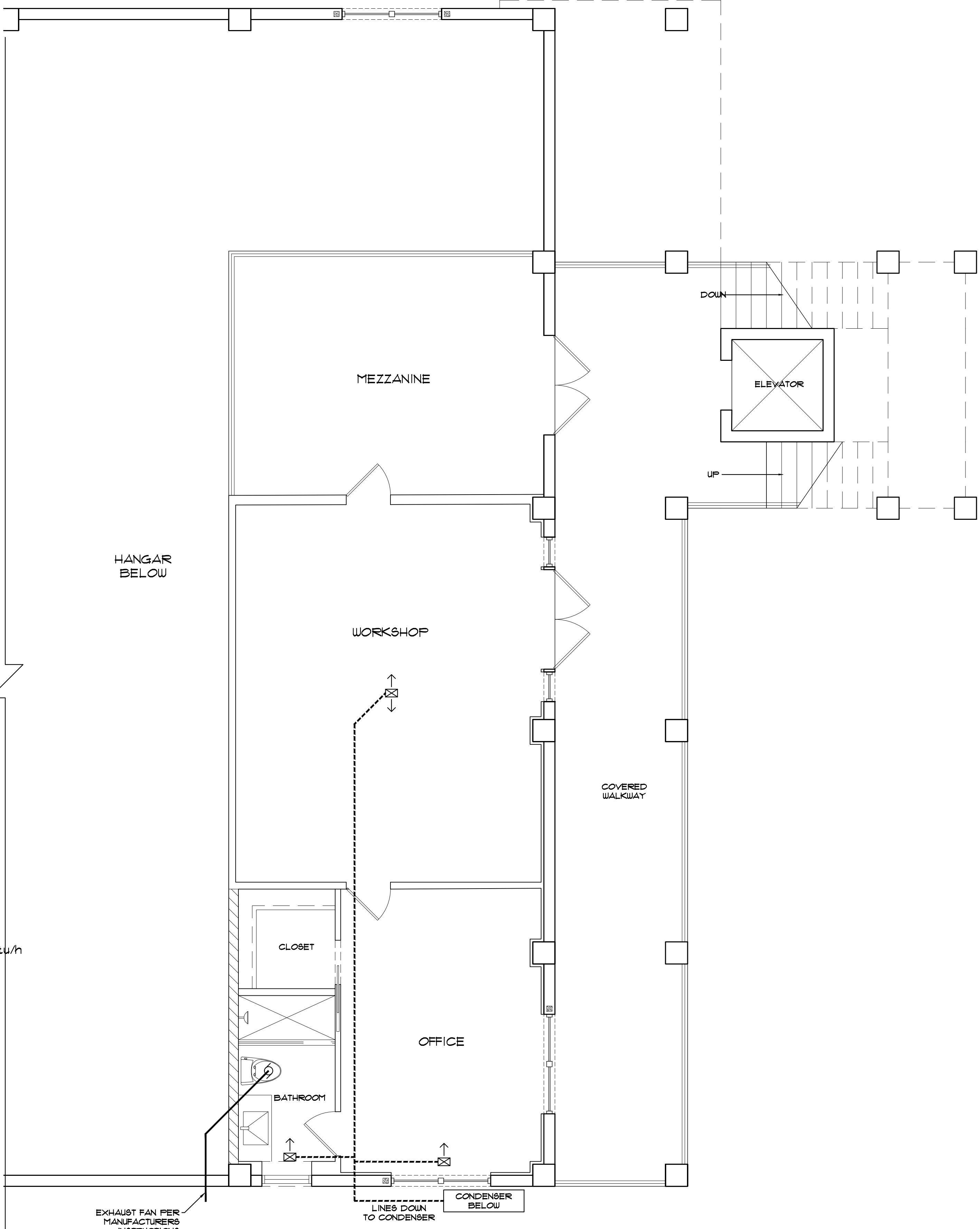
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GROUND FLOOR
SCALE: 1/4" = 1'-0"

COMPRESSOR
MITSUBISHI M SERIES
MODEL#: MUZ-GL18NA
COOLING CAPACITY: 18,000 Btu/h
SEER/EER: 20.5/13.4
HEATING CAPACITY: 21.6 Btu/h
DIMENSIONS (WxHxD): 36 3/16" x 3 3/16" x 12"

CEILING CASSETTE UNITS
MLZ-KP EZ FIT
COOLING CAPACITY: 6,000 TO 18,000 Btu/h
SOUND LEVEL: 21 dB(A)
SEER LEVEL: 22.3



LOFT SPACE
SCALE: 1/4" = 1'-0"



MECHANICAL PLANS

DAVIS HANGAR / RESIDENCE
LOT 21 SOUTH AIRPORT ROAD
TAVERNIER, FL 33070

M-1

SCALE:	AS SHOWN	No.	REVISION	DATE
DRAWN BY:	E.H.	0	FOR SUBMITTAL	11-03-2022
CHECKED BY:	D.G.O.	1	CITY REMARK	01-18-2023
PHASE:	D.D.	2	CITY REMARK	06-13-2023
JOB NO:	2021002			

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ON THE DATE ADJACENT TO
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DAVID G. OSBORN, AIA
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TAVERNIER, FLORIDA 33070
DGOARCHITECTURE.COM

DAVID G. OSBORN, AIA
REGISTERED ARCHITECT
STATE OF FLORIDA
No. 12512
EXPIRATION DATE 12/31/2024

MECHANICAL NOTES:

H.V.A.C. PLAN IS CONCEPTUAL ONLY.
MECHANICAL CONTRACTOR TO DETERMINE EXACT DUCT AND REGISTER SIZE.

- ALL REFRIGERANT PIPING FOR CONDENSERS, TO BE UNDER GROUND SLAB ENCASED IN 4" SCHEDULE 40 PVC.
- REFRIGERANT LINES SHALL BE LEFT WITH 150 PSI NITROGEN AFTER SLAB ROUGH-IN AND RE-PRESSURIZED AFTER EXTENDING UP THROUGH BUILDING.
- AT NO TIME SHALL ANY REFRIGERANT PIPING BE LEFT UN-PRESSURIZED.
- NO JOINTS, USE 100' ROLLS FOR UNDER SLAB DRAINS.
- A SEPARATE CONDENSATE DRAIN SHALL BE RUN FOR EACH SYSTEM. USE 3/4" SCHEDULE 40 PVC DRAIN PIPE ENCASE IN 1 1/4" PVC PIPE. SLOPE PIPE AT 1/8" IN THE DIRECTION OF DISCHARGE. DO NOT DISCHARGE INTO STREET, ALLEY OR OTHER NUISANCE AREAS. FBC R-M1411.3 CONDENSATE DRAIN TO DISCHARGE INTO SEPARATE WASTE PIPE AND SHALL HAVE A SLOPE OF NO LESS THAN 1/8" PER FOOT.
- OUTSIDE MOUNTED EQUIPMENT & SUPPORTS SHALL BE INSTALLED TO RESIST WIND PRESSURES AT VELOCITIES FOR RISK CATEGORY 2: 175 MPH.
- CONTRACTOR SHALL UTILIZE NON-FERROUS (ALUMINUM) MATERIALS AND PROVIDE CORROSION COATING FOR ALL OUTDOOR EXPOSED STEEL EQUIPMENT, SUPPORTS, STANDS, FASTENERS, ETC. BY 3RD PARTY AS APPLIED BY LUVITA, ADVANCOAT (ENSEL CR) OR APPROVED EQUAL WITH STANDARD 5-YEAR WARRANTY.
- MECHANICAL EXHAUST CAPACITY OF 50 CFM INTERMITTENT. EXHAUSTED DIRECTLY OUTDOORS OPENING AND SHALL BE EQUIPPED WITH A BACK DRAFT DAMPER AND CORROSION RESISTANT SCREEN INSTALLED A MINIMUM OF 3' FROM ANY OPERABLE OPENING.
- BATHROOM EXHAUST TO HAVE A 4" METAL DUCT TO WALL CAP/DAMPER.
- PIPE AND FITTINGS FOR REFRIGERANT VAPOR (SUCTION) LINE WITH 3/4" TUBULAR PIPE INSULATION WITH MIN. R-3 VALUE AND HAVING EXTERNAL SURFACE PERMEANCE NOT EXCEEDING 0.05 PERM WHEN TESTED IN ACCORDANCE WITH ASTM E 96. FBC R-M1411.5
- A.C. CLOSET MUST MEET MINIMUM WORKING SPACE CLEARANCES. M603.1.1: AIR HANDLERS WITHIN COMPARTMENTS SHALL HAVE A MIN. WORKING SPACE CLEARANCE OF 4" ALONG SIDES OF AN AIR HANDLER.

BALANCED RETURN AIR - FBC M1602.4:

- LICENSED MECHANICAL CONTRACTOR TO FIELD VERIFY EXISTING SUPPLY DUCTS IN GUEST BEDROOMS IN ORDER TO CREATE BALANCED RETURN AIR FOR TRANSFER DUCTS.
- TRANSFER DUCTS SHALL BE SIZED 1.5 TIMES THE CROSS SECTIONAL AREA OF THE DUCT ENTERING THE ROOM, AND THE DOOR SHALL HAVE A 1" UNDERCUT AS PER FBC 2014 M601.5
- TRANSFER GRILLS SHALL USE 50 SQUARE INCHES OF GRILLE AREA, TO 100 CFM OF SUPPLY AIR FOR SIZING THROUGH THE WALL TRANSFER GRILLS, AND USING AND RESTRICTED 1" UNDERCUTTING OF DOORS TO ACHIEVE PROPER AIR BALANCE.

MECHANICAL EXHAUST NOTES:

MECHANICAL EXHAUST CAPACITY OF 50 CFM INTERMITTENT. EXHAUSTED DIRECTLY OUTDOORS OPENING AND SHALL BE EQUIPPED WITH A BACK DRAFT DAMPER AND CORROSION RESISTANT SCREEN. FBC R-1506.2 MIN OF 3' FROM ANY OPERABLE OPENING

FRESH BREATHABLE AIR FBC M 403.3.2.1.

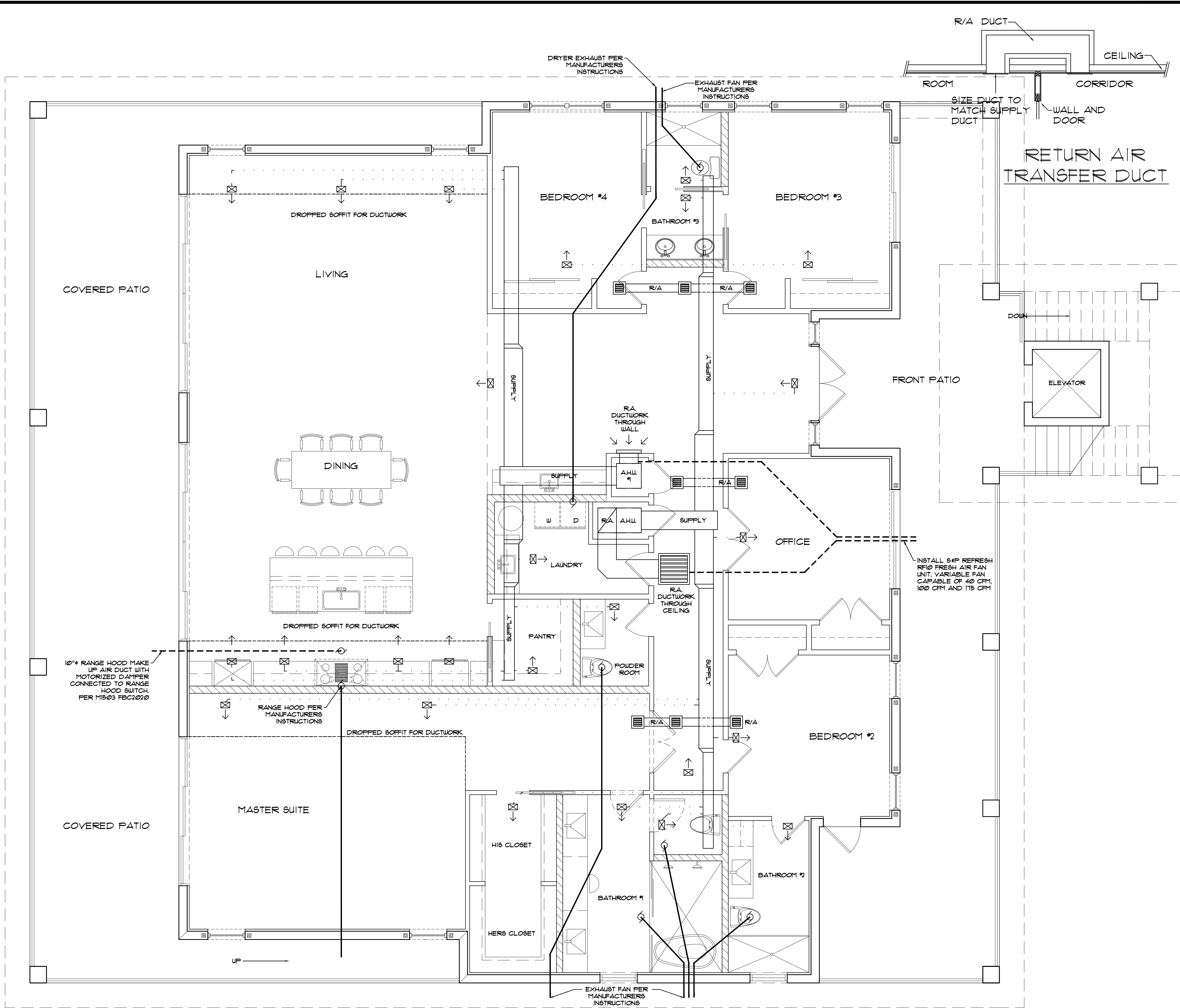
$Q = 100 (NBR + 1)$

$Q = 100 (4 + 1) = 500 \text{ CFM}$

INSTALL 54P REFRESH RFI0 FRESH AIR FAN UNIT. VARIABLE FAN CAPABLE OF 40 CFM, 100 CFM AND 175 CFM. USE 100 CFM

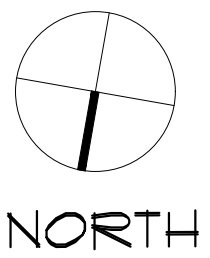
GENERAL NOTES:

ELECTRICAL, MECHANICAL AND PLUMBING DRAIN, WASTE AND VENT (DWV) SYSTEMS INSTALLED WITHIN THE HANGAR SHALL BE INDEPENDENT OF THE SYSTEMS INSTALLED WITHIN THE DWELLING, EXCEPT FOR SMOKE DETECTORS PER FBC 412.5.4.



SECOND FLOOR

SCALE: 1/4" = 1'-0"



MECHANICAL PLANS

DAVIS HANGAR / RESIDENCE

LOT 21 SOUTH AIRPORT ROAD

TAVERNIER, FL 33070

M-2

DAVID G. OSBORN, AIA

91700 OVERSEAS HIGHWAY

TAVERNIER, FLORIDA 33070

941.255.1234

DGOSBORNARCHITECTURE.COM

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DESIGNED BY DAVID G. OSBORN

ON THE DATE ADJACENT TO

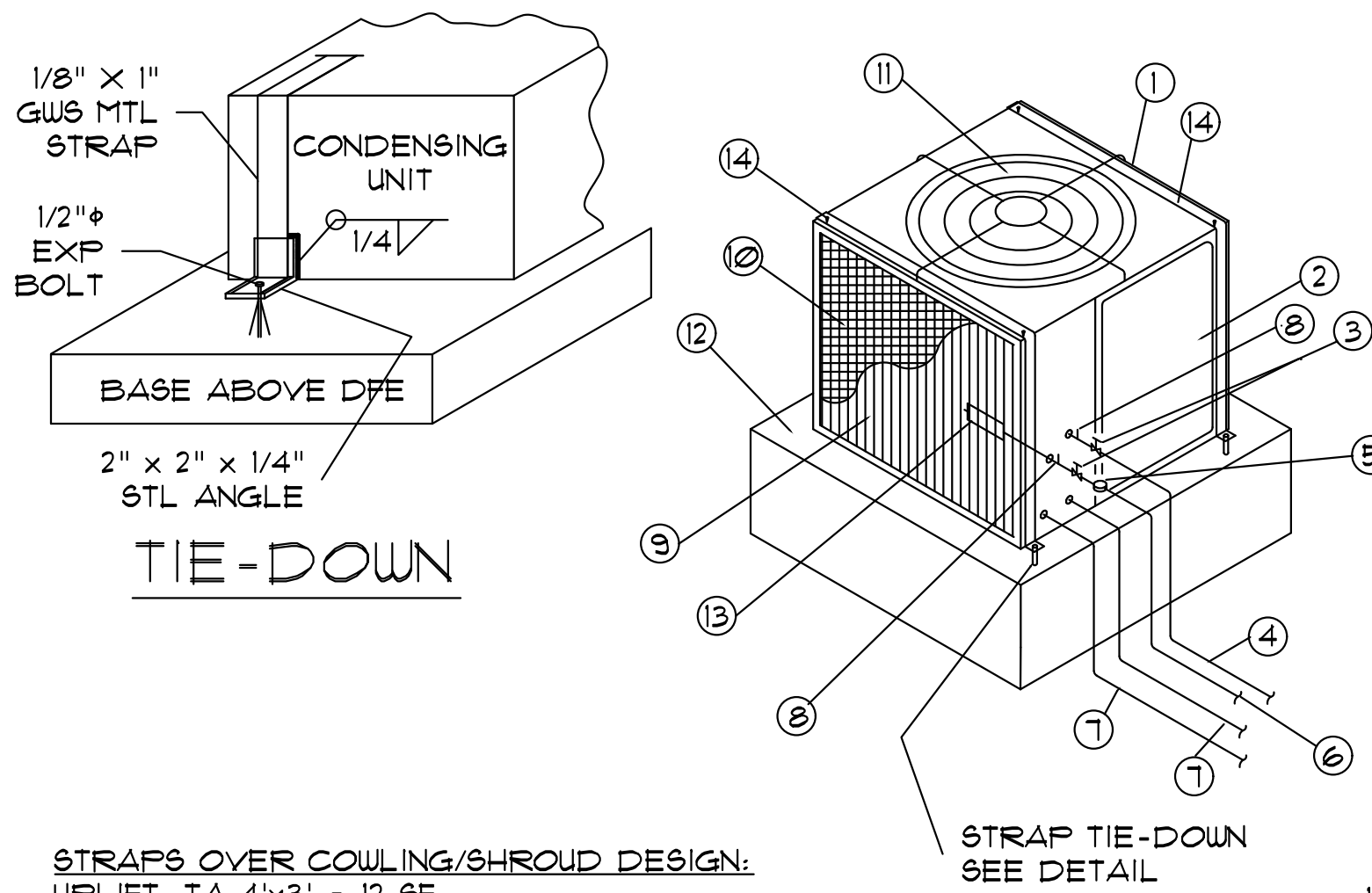
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CHECKED BY:	D.G.O.	1	CITY REMARK	01-18-2023
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JOB NO:	2021002			



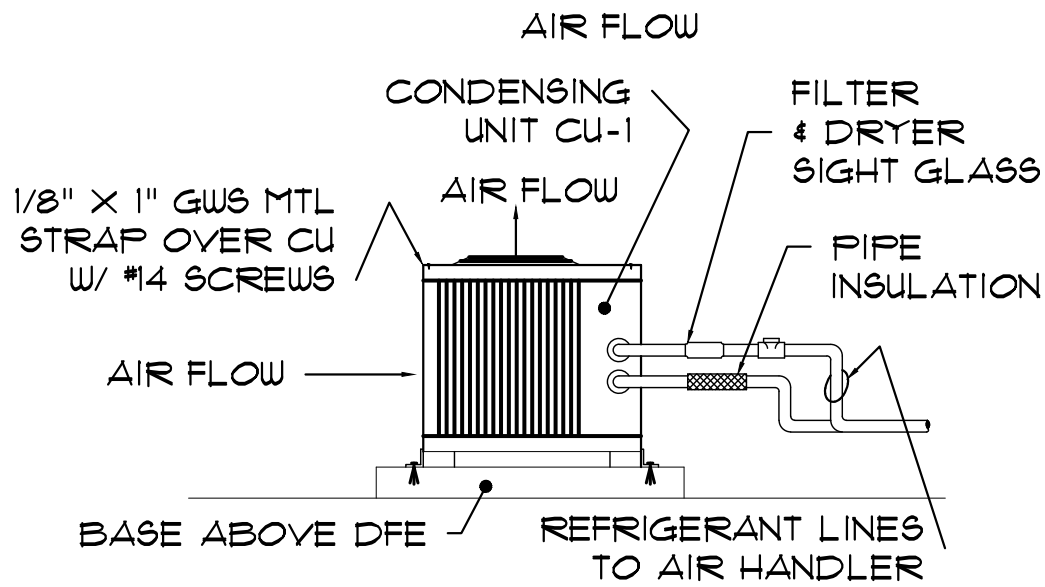
STRAPS OVER COWLING/SHROUD DESIGN:

UPLIFT: TA 4'x3' = 12 SF
UPLIFT: 51.1 PSF x 12 = 613.2 LBS
USE 1/8" GWS MTL STRAP 1" WIDE OVER CONDENSING UNIT AND ATTACH TO SLAB W/ (4) ANCHORS:
ANCHORS 1/2" = 4/632.4 = 173.1 LBS EACH
ANCHOR FULL-OUT 3" = 1180 LBS E OK.
ALTERNATIVE:
USE (4) 3/8" x 1" "TAPPER" TAPCONS INTO CONC SLAB: 880 LBS EACH E 173.1 = OK.

THE STRAPS ARE ALSO ADEQUATE FOR RESISTING OF OVERTURNING OF THE A/C CONDENSER WHEN USED WITH STRAPS AND ANGLES ATTACHMENTS, FOR SIDE WIND LOADS OF -31.9 PSF.

CONDENSING UNIT TO BE ATTACHED TO SLAB WITH 1/4"x2"x2" ANGLES EACH CORNER AS INDICATED IN DETAILS (STRAPS TO BE PROVIDED IN ADDITION TO ANGLES).

1. CONDENSING UNIT
2. COMPRESSOR ACCESS PANEL
3. BACK - SEATED REFRIGERANT VALVE
4. REFRIGERANT SUCTION LINE WITH INSULATION
5. SIGHT GLASS WITH MOISTURE INDICATOR
6. REFRIGERANT LIQUID LINE
7. CONDUIT - POWER AND CONTROL
8. REFRIGERANT GAUGE CONNECTION
9. CONDENSER COIL
10. COIL GUARD
11. FAN GUARD
12. CONCRETE PAD IF REQUIRED
13. REFRIGERANT SUCTION LINE FLEX-CONNECTOR
14. 1/8" x 1" GALVANIZED METAL STRAP OVER CONDENSER SHROUD/FAN COWLING ATTACHED TO BASE W/MIN 1/2" ANCHOR/EXPANSION BOLTS 3" LONG ALL FOUR SIDES, W/MIN (4) #4 SCREWS W/GASKETED WASHERS TO TOP OF CONDENSER SHROUD/FAN COWLING THROUGH STRAPS.



TYP ELEVATION

MECHANICAL EQUIPMENT SCHEDULE	
UNIT DESIGNATION	UNIT 1
CONDENSER	TRANE XL201 - VARIABLE SPEED
MODEL #	5 TON UNIT
SEER	19 OR HIGHER
REFRIGERANT	R410A
Location	EXTERIOR
Nominal Tons	5.0
Nominal Supply Air CFM	1,700
DIMENSIONS	48" H x 31" W x 34" D.
AIR HANDLER	HYPERION XL VARIABLE SPEED
MODEL #	4 TON UNIT
NOMINAL COOLING CAPACITY	60,000
DIMENSIONS	51" H x 23.5" W x 22" D.
HEAT RECOVERY UNIT ADDED	

NOTES: USE PROGRAMMABLE THERMOSTAT IN ALL SYSTEM CONTRACTOR SHALL BE VERIFY THE DISTANCE BETWEEN THE INDOOR AND OUTDOOR UNITS AND TO CHECK THE SIZES OF THE REFRIGERANT LINES WITH MANUFACTURER

AIR CONDITIONING GENERAL NOTES

1. WORK INCLUDED: PROVIDING HEAT, VENTILATION, AND AIR CONDITIONING SYSTEMS WHERE SHOWN ON THE DRAWING, AS SPECIFIED HEREIN, AND AS NEEDED FOR A COMPLETE AND PROPER INSTALLATION INCLUDING, BUT NOT NECESSARILY LIMITED TO:
• AIR CONDITIONING SUPPLY AND RETURN DUCTWORK SYSTEM WITH GRILLES, DIFFUSERS, AND REGISTERS.
• AIR CONDITIONING UNITS, PIPING AND COMPONENTS, OPERATING AND SAFETY CONTROLS, BLOWERS, MOTORS, FILTERS, AND RELATED ITEM.
• EXHAUST SYSTEMS INCLUDING TOILET FANS, MOTORS, DUCTWORK, GRILLES, REGISTERS, CONTROLS, AND REGISTERS.
• TEMPERATURE CONTROL SYSTEM INCLUDING LOW VOLTAGE WIRING.
• THERMAL INSULATION OF DUCTS AND PIPING.

2. DUCTWORK IN ATTICS SPACE AND ROOF WITH LESS THAN R-12 INSULATION SHALL BE R-6 FIBERGLASS WITH VAPOR BARRIER. DUCT WORK BETWEEN FLOORS, ENCLOSED ATTACHED GARAGES, UNCONDITIONED BASEMENT, UNCONDITIONED INTERIOR SPACES, AND ROOF WITH MIN R-12 INSULATION SHALL BE R-4.3 KNAUF AIR DUCT FIBERGLASS TYPE E1800 WITH VAPOR BARRIER. UNLESS OTHERWISE SPECIFIED DUCTWORK SHALL BE FABRICATED AND INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND ACCORDING TO "ASHRAE" AND "NIAIA" STANDARDS

ALL DUCTWORK SHALL BE R-6 FIBERGLASS AND INSTALLED IN ACCORDANCE WITH MANUFACTURE'S SPECIFICATIONS AND ACCORDING TO ASHRAE AND SMACNA STANDARDS, AND FLORIDA BUILDING CODE 2020 ENERGY FOR BUILDING CONSTRUCTION. DUCT DIMENSIONS ARE IN INCHES AND CORRESPOND TO INSIDE DIMENSIONS, WITH x HEIGHT. DUCT SYSTEM SHALL COMPLY WITH "NFPA" STANDARD No. 90A AND/PR 90B DUCTWORK AND COMPONENTS S SHALL BE CLASS I MATERIALS IN ACCORDANCE WITH UL 181 TESTS. FIBERGLASS DUCT SYSTEM STRAIGHT SECTIONS AND FITTINGS SHALL BE REINFORCED BY EITHER OR BOTH OF THE FOLLOWING METHODS: A) TIE ROD REINFORCEMENT AND OR B) CHANNEL REINFORCEMENT. REFER TO THE FIBROUS GLASS DUCT CONSTRUCTION STANDARDS AND MANUFACTURER RECOMMENDATION. LONGITUDINAL SEAMS AND TRANSVERSE JOINTS CLOSURES SHALL COMPLY WITH UL 181 A/P (PRESSURE SENSITIVE ALUMINUM FOIL TAPE) OR 181 A/H (HEAT SELLABLE ALUMINUM FOIL TAPE OR MANUFACTURER'S RECOMMENDATIONS FOR THE USE OF GLASS FABRIC AND MASTIC. DUCT SUPPORT SHALL BE PLACED SO AS TO PROPERLY SUPPORT ALL FITTINGS AND ACCESSORIES WITHOUT PLACING THE TAPED JOINTS UNDER STRESS.

3. COORDINATE LOCATIONS, SIZES AND OPENINGS WITH OTHER TRADES ON THE JOB. A/C CONTRACTOR SHALL PROVIDE THE COMPLETE DUCT SYSTEM WITH TURNING VANES AT ALL ELBOWS, AND INSTALLED SPLINTERS AND DAMPERS AS REQUIRED OR SHOWN ON THE DRAWING.

4. DIFFUSERS SHALL BE SELECTED, LOCATED AND BALANCED IN ORDER THAT THEY DELIVER THE REQUIRED CFM RELATIVE HUMIDITY TO THE ENTIRE ROOM EVENLY AND DRAFT FREE TO THE FOLLOWING DESIGN CONDITIONS: 50% TO 60% INSIDE OUTSIDE COOLING - 18 dB 91dB -19 dB HEATING - 12 dB

5. ALL FAN, MOTORS, COMPRESSORS, ETC. SHALL BE ISOLATED, AS REQUIRED TO OPERATE QUIETLY SO THAT NO OBJECTIONABLE SOUND WILL BE HEARD IN THE HABITABLE SPACES DUE TO AIR VELOCITY, MOTOR HUM, VIBRATION OR MECHANICAL MOVEMENT.

6. A/C SYSTEM SHALL HAVE 1" AIR FILTERS AS SPECIFIED LOCATION AND AS REQUIRED FOR EASY ACCESSIBILITY.

7. A/C SYSTEM SHALL BE CONTROLLED BY A THERMOSTAT MOUNTED 5' ABOVE FINISH FLOOR.

8. ALL GRILLES AND DIFFUSERS TO BE ALUMINUM CONSTRUCTION. ALL DIFFUSERS SHALL HAVE HIDDEN OPPOSED BLADE DAMPERS. PROVIDE GASKETS ON ALL GRILLES AND DIFFUSERS.

9. ALL REFRIGERANT PIPING SHALL BE COPPER COLD DRAWN TYPE -L-ACR, DEHYDRATED AND SEALED. ALL FITTINGS SHALL BE WROUGHT COPPER. ALL JOINTS SHALL BE MADE WITH HIGH TEMPERATURE BRAZING ALLOY OF NOT LESS THAN 5% SILVER. PIPING INSULATION NOT LESS THAN 3/4" THICK "ARMAFLEX". LIQUID AND SUCTION LINES SHALL BE SIZED ACCORDING TO EQUIPMENT MANUFACTURER'S RECOMMENDATION FOR EQUIVALENT LENGTH OF PIPING RUN FOR CONNECTED TONNAGE. ALL PIPING ACCESSORIES SHALL BE CONSTRUCTED AS SUGGESTED BY EQUIPMENT MANUFACTURER. PROVIDE FILTER/DRYER AND SIGHT GLASS ON LIQUID LINE. REFRIGERANT PIPING SYSTEM SHALL BE COMPLETED EVACUATED TO 26" VACUUM OF MERCURY GAUGE PRESSURE USING A VACUUM PUMP AND HOLD FOR A MINIMUM OF 24 HOURS. COMPRESSORS SHALL NOT BE USED TO EVACUATED SYSTEMS. CHANGE THE OIL IN THE VACUUM PUMP BEFORE VACUUM IS FULL. VACUUM SHALL BE BROKEN WITH THE OPENING REFRIGERANT.

10. ALL VENTILATION DUCTWORK SHALL BE 1 1/2" FIBERGLASS INSTALLED ACCORDING TO LAST EDITION OF "SMACNA" AND "ASHRAE" FOR LOW PRESSURE DUCT SYSTEM.

11. THE CONTRACTOR SHALL COORDINATE HIS WORK WITH OTHER TRADES.

12. THE CONTRACTOR SHALL THOROUGHLY EXAMINE THE SITE, SATISFY HIMSELF TO EXISTING CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FIELD CONDITION AFFECTING HIS WORK.

13. ELECTRIC HEATERS: SHALL BE MOUNTED IN BOX CASING WITH CAPACITIES AS SHOWN IN THE SCHEDULE. HEATERS TO BE UL LABELED AND LISTED FOR ZERO CLEARANCE AS A DUCT HEATER. ELEMENTS TO BE OPEN TYPE GRADE A NICHROME WIRE. EACH HEATER ASSEMBLY SHALL BE PROVIDED WITH A HIGH TEMPERATURE LIMIT CONTROLLER LIMIT CONTROLLER WITH A MANUAL RESET, AND WITH A SWITCH TO SHUT DOWN HEATER ON NO AIR FLOW CONDITION.

14. TESTING AND BALANCE SHALL BE PERFORMED BY AN INDEPENDENT TEST AND BALANCE CONTRACTOR WHO IS A MEMBER OF ASSOCIATED AIR BALANCE COUNCIL. TEST AND BALANCE REPORT SHALL BE APPROVED BY THE ENGINEER OF RECORD BEFORE CERTIFICATION OF OCCUPANCY. ALL SUPPLY DUCT, RETURN AND EXHAUST DUCT SYSTEM SHALL BE TESTED FOR AIR LEAKS, AND ANY AIR LEAKS SHALL BE FIXED AS REQUIRED.

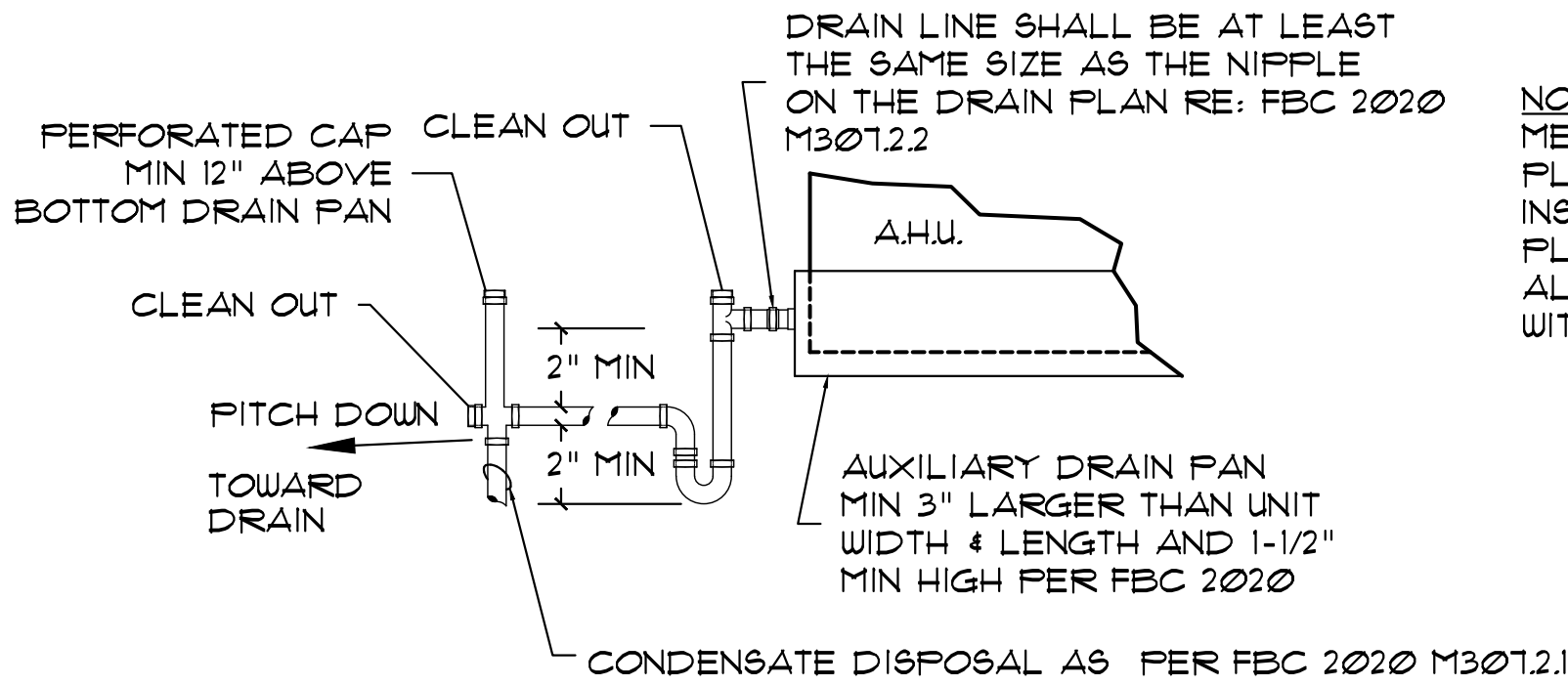
15. PROVIDE A CONDENSATE DRAIN RUNNING TO APPROVED DRAIN. THE CONDENSATE DRAIN SYSTEM SHALL MEET THE LOCAL PLUMBING CODE REQUIREMENTS.

16. PROVIDE ELECTRICAL DISCONNECTS FOR THE AIR HANDLER AND CONDENSING UNIT. THE SIZE OF THE DISCONNECT SHALL COMPLY WITH THE EQUIPMENT MANUFACTURER'S REQUIREMENT.

17. PROVIDE ALL NECESSARY INSTRUCTIONS TO THE OWNER IN THE OPERATION OF THE MECHANICAL SYSTEMS.

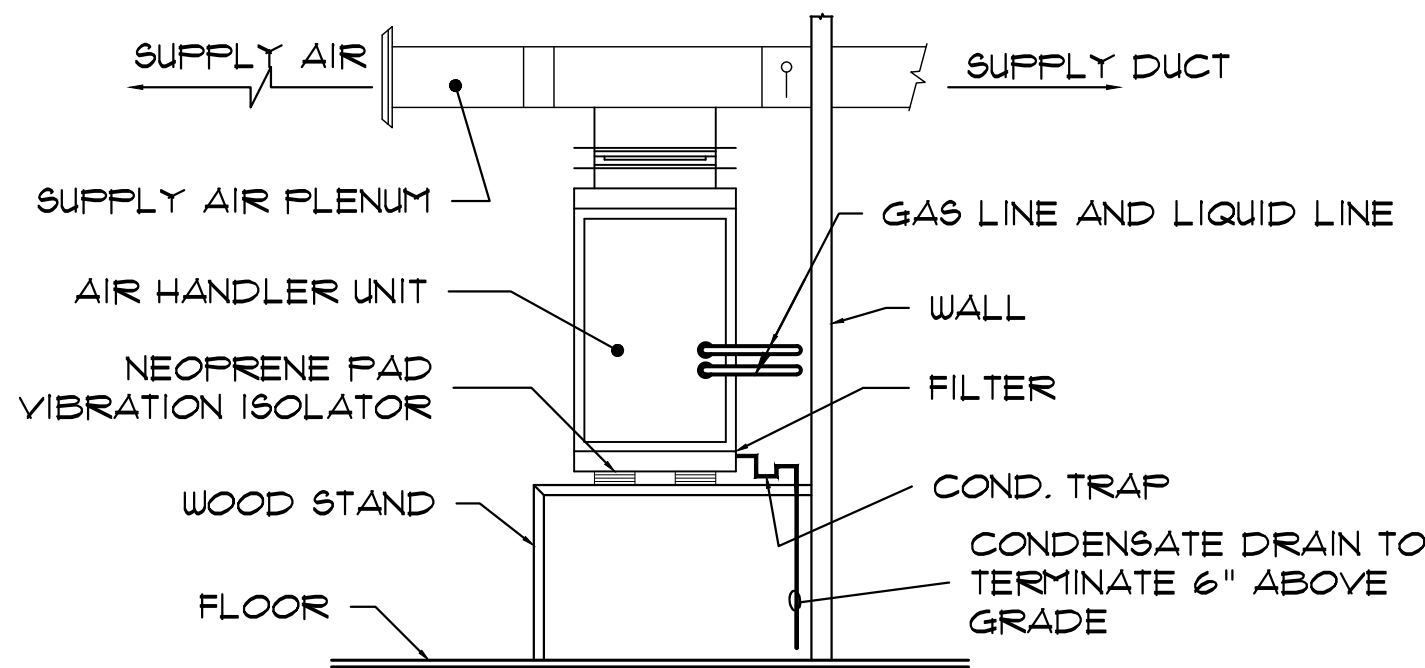
18. INTERLOCK ELECTRIC DUCT HEATERS WITH COMPRESSOR CIRCUIT SO THAT HEATERS DO NOT OPERATE SIMULTANEOUSLY WITH COMPRESSORS.

19. AS PER R402.4.12, ANY BUILDING OR DWELLING UNIT SHALL BE TESTED AND VERIFIED AS HAVING AN AIR LEAKAGE RATE OF NOT EXCEEDING 1 AIR CHANGES PER HOUR IN CLIMATE ZONES 1 AND 2, AND 3 AIR CHANGES PER HOUR IN CLIMATE ZONES 3 THROUGH 8. TESTING SHALL BE CONDUCTED WITH A BLOWER DOOR AT A PRESSURE OF 0.2 INCHES W.G. (50 PASCALS). TESTING SHALL BE CONDUCTED BY EITHER INDIVIDUALS AS DEFINED IN SECTION 553.933(5) OR (1) FLORIDA STATUTES OR INDIVIDUALS LICENSED AS SET FORTH IN SECTION 489.105(3)(F), (G) OR (1) OR AN APPROVED THIRD PARTY. A WRITTEN REPORT OF THE RESULTS OF THE TEST SHALL BE SIGNED BY THE PARTY CONDUCTING THE TEST AND PROVIDED TO THE CODE OFFICIAL. TESTING SHALL BE PERFORMED AT ANY TIME AFTER CREATION OF ALL PENETRATIONS OF THE BUILDING THERMAL ENVELOPE.

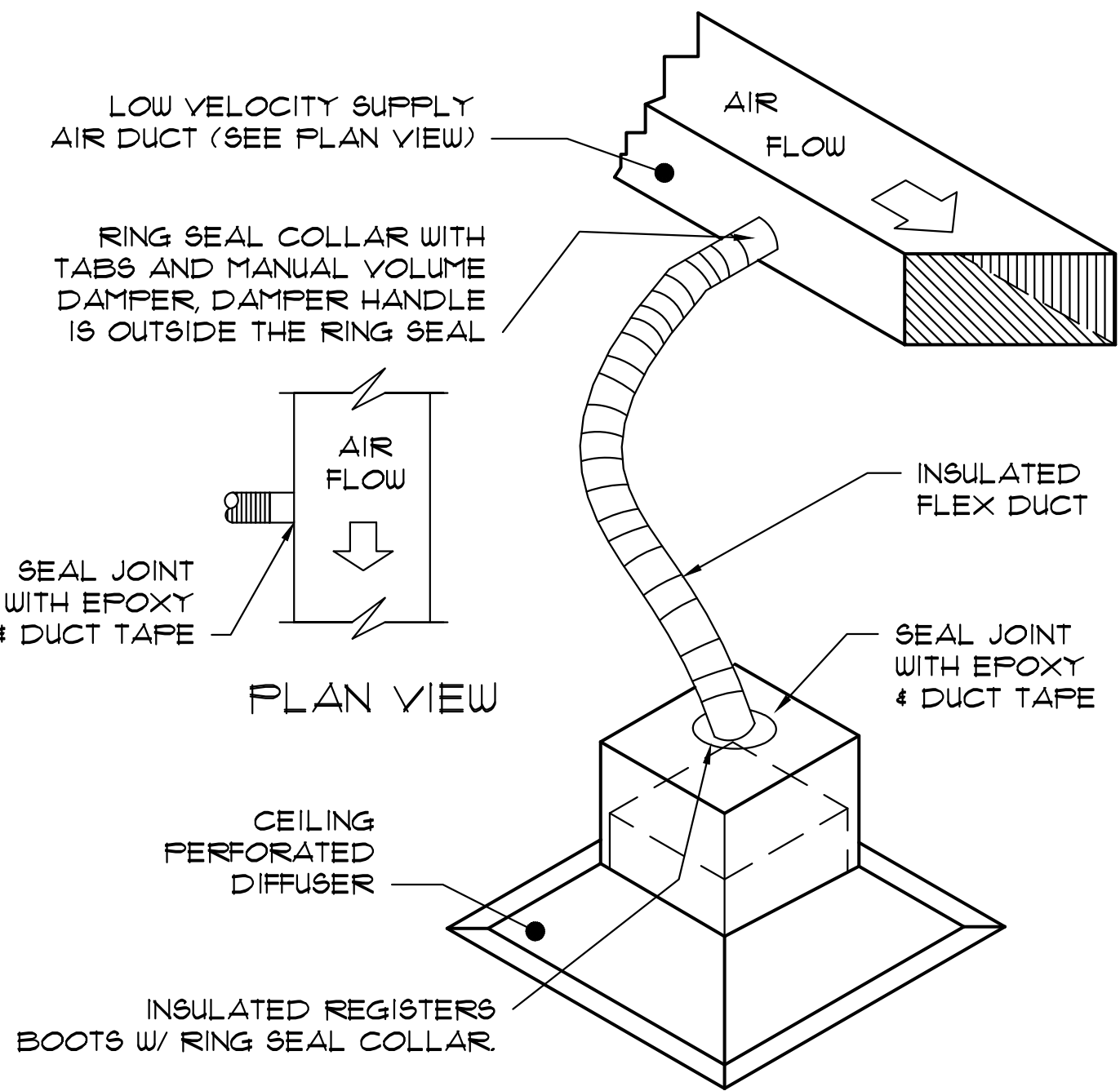


DRAIN TRAP DETAIL

NOTES: A/C CONDENSING UNIT TO BE INSTALLED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE 2020 . THE STRAP TIE-DOWNS AS INDICATED HEREIN IS IN COMPLIANCE WITH THE REQUIREMENTS OF THE CODE AND MEETS THE WIND LOAD REQUIREMENTS IN ACCORDANCE WITH ASCE 7-16.



AHU MOUNTING DETAIL



FLEXIBLE DUCT CONNECTION DETAIL

DAVID G. OSBORN, AIA
91700 OVERSEAS HIGHWAY
TAVERNIER, FLORIDA 33070
TAVERNIERARCHITECTURE.COM

ARCHITECTURE

FLORIDA
DAVID G. OSBORN
REGISTERED ARCHITECT
NO. 12345
EXPIRATION DATE 12/31/2025

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ON THE DATE ADJACENT TO HIS
SIGNATURE. IF THIS DOCUMENT IS NO
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SEALED BY DAVID G. OSBORN
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DATE	REVISION	FOR SUBMITTAL	CITY REMARK	CITY REMARK
11-03-2022	0			
01-18-2023	1			
06-13-2023	2			

MECHANICAL PLANS
DAVIS HANGAR / RESIDENCE
LOT 21 SOUTH AIRPORT ROAD
TAVERNIER, FL 33070

M-3

ELECTRICAL NOTES:

1. INSTALL TWO ELECTRICAL PANELS WHERE SHOWN.
2. ELECTRICAL DESIGN SHALL COMPLY WITH 2017 NEC & FBC 2020 11TH EDITION.
3. SMOKE DETECTORS TO BE INSTALLED IN EACH ROOM AND HARD WIRED AS PER CODE.
4. ALL 15 AND 20 AMP NON-LOCKING RECEPTACLES LOCATED IN THE DWELLING UNIT BELOW 5'6" TO BE TAMPER RESISTANT RECEPTACLES.
5. NOT LESS THAN 90% OF THE LAMPS SHALL HAVE AN EFFICACY OF AT LEAST 45 LUMENS/W OR NOT LESS THAN 65 LUMENS/W. FBC RE R404
6. RESIDENTIAL STAIRS MINIMUM 1 FOOT CANDLE INSIDE AND OUTSIDE STAIRS. FBC R303.1
7. INSTALL 4 CONDUCTORS TO ALL COOKING UNITS AND DRYERS. NEC 250.140.

ARTICLE 513 - AIRPLANE HANGARS:

513.4 WIRING AND EQUIPMENT IN CLASS I LOCATIONS

GENERAL.

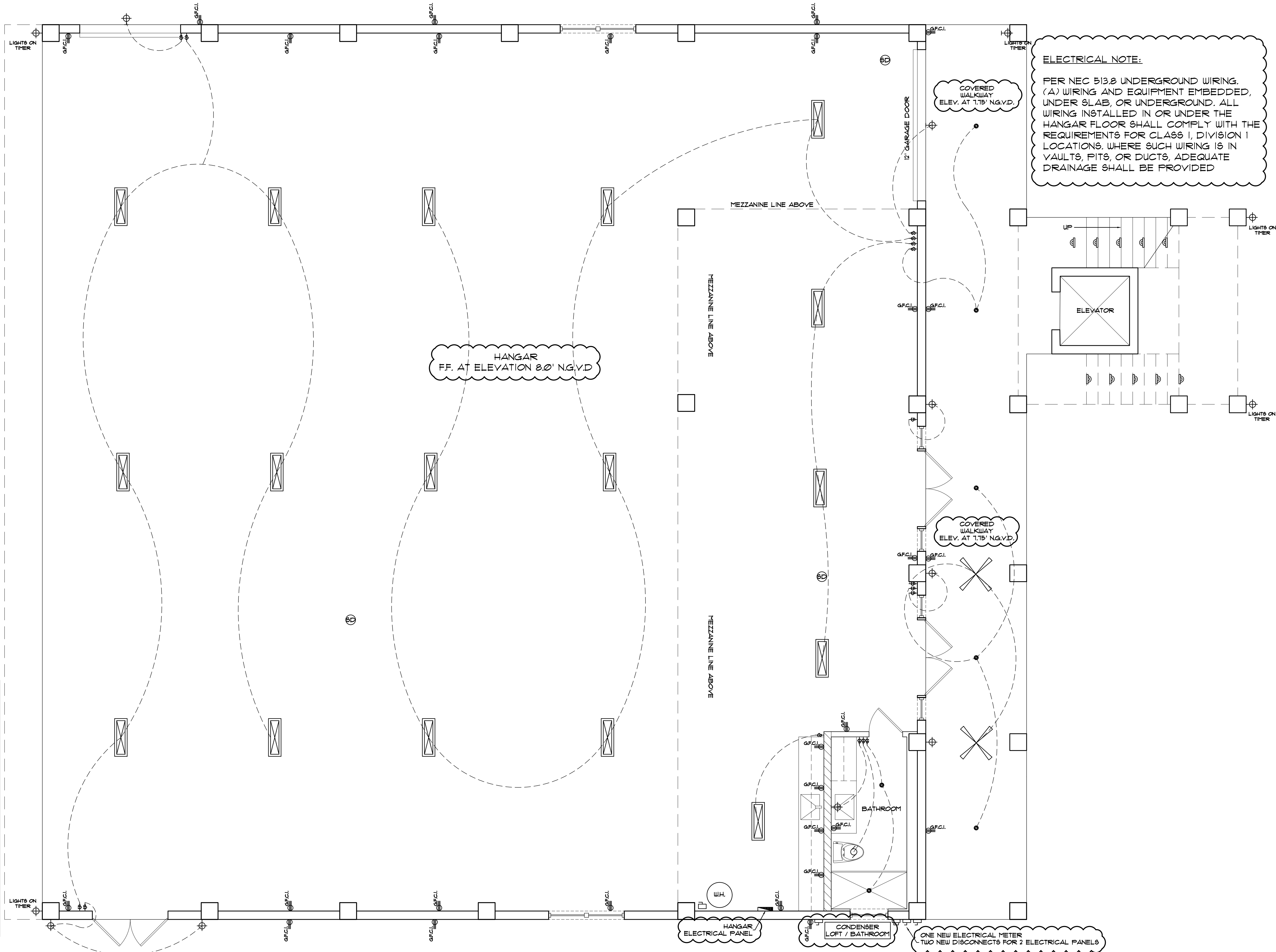
ALL WIRING AND EQUIPMENT THAT IS OR MAY BE INSTALLED OR OPERATED WITHIN ANY OF THE CLASS I LOCATIONS DEFINED IN 513.3 SHALL COMPLY WITH THE APPLICABLE PROVISIONS OF ARTICLE 201 OR ARTICLE 505 FOR THE DIVISION OR ZONE IN WHICH THEY ARE USED.

ATTACHMENT PLUGS AND RECEPTACLES IN CLASS I LOCATIONS SHALL BE IDENTIFIED FOR CLASS I LOCATIONS OR SHALL BE DESIGNED SUCH THAT THEY CANNOT BE ENERGIZED WHILE THE CONNECTIONS ARE BEING MADE OR BROKEN.

ELECTRICAL NOTE:

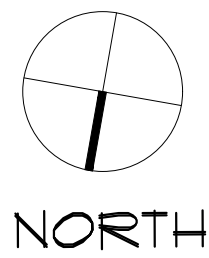
1. ALL FIXED WIRING IN A HANGAR BUT NOT INSTALLED IN A CLASS I LOCATION AS CLASSIFIED IN 513.3 SHALL BE INSTALLED IN METAL RACEWAYS OR SHALL BE TYPE MI, TC, OR MC CABLE. EXCEPTION: WIRING IN UNCLASSIFIED LOCATIONS, AS DESCRIBED IN 513.3(D), SHALL BE PERMITTED TO BE ANY SUITABLE TYPE WIRING METHOD RECOGNIZED IN CHAPTER 3
2. ELECTRICAL, MECHANICAL AND PLUMBING DRAIN, WASTE AND VENT (DWV) SYSTEMS INSTALLED WITHIN THE HANGAR SHALL BE INDEPENDENT OF THE SYSTEMS INSTALLED WITHIN THE DWELLING, EXCEPT FOR SMOKE DETECTORS PER FBC 412.5.4

ELECTRICAL LEGEND					
	CEILING MOUNTED FIXTURE		48" 2 BULB FLUORESCENT		DECORA SWITCH
	6" RECESSED		36" 2 BULB FLUORESCENT		DECORA THREE WAY SWITCH
	4" RECESSED		LED STRIP LIGHTING		DECORA FOUR WAY SWITCH
	2" RECESSED DIRECTIONAL		A/C THERMOSTAT CONTROL		SMOKE / CO DETECTOR
	WALL BRACKET FIXTURE		HOME RUN		CEILING FAN WITH LIGHT
	COMMUNICATION OUTLET		DISCONNECT SWITCH		CEILING FAN W/O LIGHT
	6" RECESSED BATH LIGHT W/ FAN		SINK DISPOSAL		DOOR BELL
	CEILING EXHAUST FAN		JUNCTION BOX		ELECTRIC METER CAN
	DECORA SINGLE RECEPTACLE		DECORA GFCI DUPLEX OUTLET		COAXIAL CABLE OUTLET
	DECORA DUPLEX RECEPTACLE		DECORA DUPLEX FLOOR OUTLET		MAIN CIRCUIT BREAKER PANEL
	240 V. SPECIAL PURPOSE OUTLET		CATEGORY 6 CABLE		



GROUND FLOOR

SCALE: 1/4" = 1'-0"



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JOB NO:	2021002			

ELECTRICAL PLANS
DAVIS HANGAR / RESIDENCE
LOT 21 SOUTH AIRPORT ROAD
TAVERNIER, FL 33070

E-1

ELECTRICAL NOTES:

1. INSTALL TWO ELECTRICAL PANELS WHERE SHOWN.
2. ELECTRICAL DESIGN SHALL COMPLY WITH 2017 NEC & FBC 2020 1TH EDITION.
3. SMOKE DETECTORS TO BE INSTALLED IN EACH ROOM AND HARD WIRED AS PER CODE.
4. ALL 15 AND 20 AMP NON-LOCKING RECEPTACLES LOCATED IN THE DWELLING UNIT BELOW 5'6" TO BE TAMPER RESISTANT RECEPTACLES.
5. NOT LESS THAN 90% OF THE LAMPS SHALL HAVE AN EFFICACY OF AT LEAST 45 LUMENS/W OR NOT LESS THAN 65 LUMENS/W. FBC RE R404
6. RESIDENTIAL STAIRS MINIMUM 1 FOOT CANDLE INSIDE AND OUTSIDE STAIRS. FBC R303.1
7. INSTALL 4 CONDUCTORS TO ALL COOKING UNITS AND DRYERS. NEC 250.140.

ARTICLE 513 - AIRPLANE HANGARS:

513.4 WIRING AND EQUIPMENT IN CLASS 1 LOCATIONS

GENERAL.

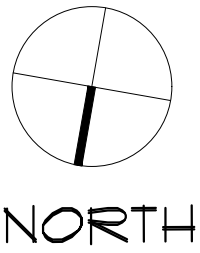
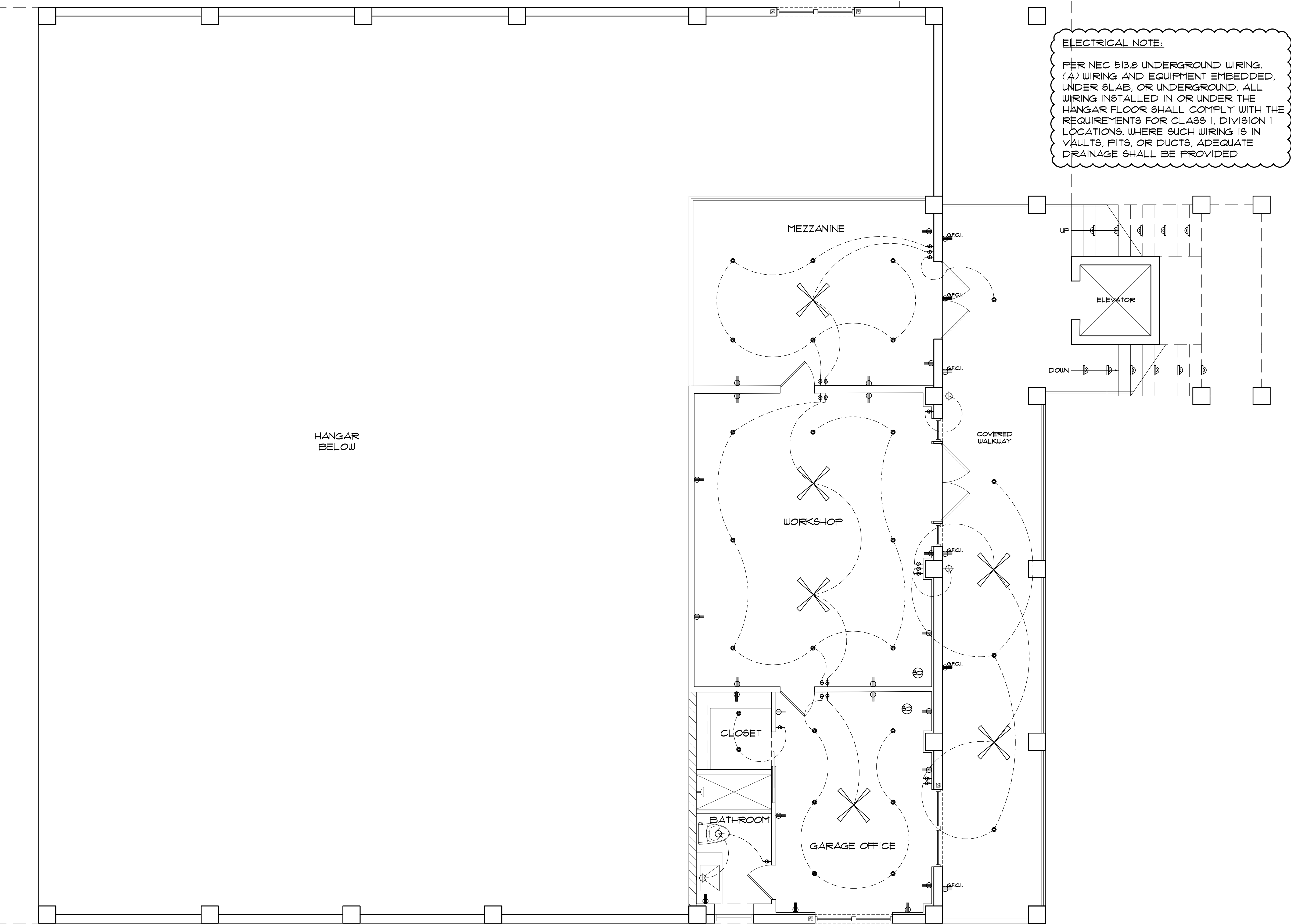
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ATTACHMENT PLUGS AND RECEPTACLES IN CLASS 1 LOCATIONS SHALL BE IDENTIFIED FOR CLASS 1 LOCATIONS OR SHALL BE DESIGNED SUCH THAT THEY CANNOT BE ENERGIZED WHILE THE CONNECTIONS ARE BEING MADE OR BROKEN.

ELECTRICAL NOTE:

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ELECTRICAL LEGEND					
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	4" RECESSED		LED STRIP LIGHTING		DECORA FOUR WAY SWITCH
	2" RECESSED DIRECTIONAL		A/C THERMOSTAT CONTROL		SMOKE / CO DETECTOR
	WALL BRACKET FIXTURE		HOME RUN		CEILING FAN WITH LIGHT
	COMMUNICATION OUTLET		DISCONNECT SWITCH		CEILING FAN W/O LIGHT
	6" RECESSED BATH LIGHT W/ FAN		SINK DISPOSAL		DOOR BELL
	CEILING EXHAUST FAN		JUNCTION BOX		ELECTRIC METER CAN
	DECORA SINGLE RECEPTACLE		DECORA G.F.C.I. DUPLEX OUTLET		COAXIAL CABLE OUTLET
	DECORA DUPLEX RECEPTACLE		DECORA DUPLEX FLOOR OUTLET		MAIN CIRCUIT BREAKER PANEL
	240 V. SPECIAL PURPOSE OUTLET		CATEGORY 6 CABLE		



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JOB NO:	2021002			

ELECTRICAL PLANS

DAVIS HANGAR / RESIDENCE

LOT 21 SOUTH AIRPORT ROAD

TAVERNIER, FL 33070

E-2

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Page 311 of 533

ELECTRICAL NOTES:

1. INSTALL TWO ELECTRICAL PANELS WHERE SHOWN.
2. ELECTRICAL DESIGN SHALL COMPLY WITH 2017 NEC & FBC 2020 1TH EDITION.
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7. INSTALL 4 CONDUCTORS TO ALL COOKING UNITS AND DRYERS. NEC 250.140.

ARTICLE 513 - AIRPLANE HANGARS:

513.4 WIRING AND EQUIPMENT IN CLASS 1 LOCATIONS

GENERAL:

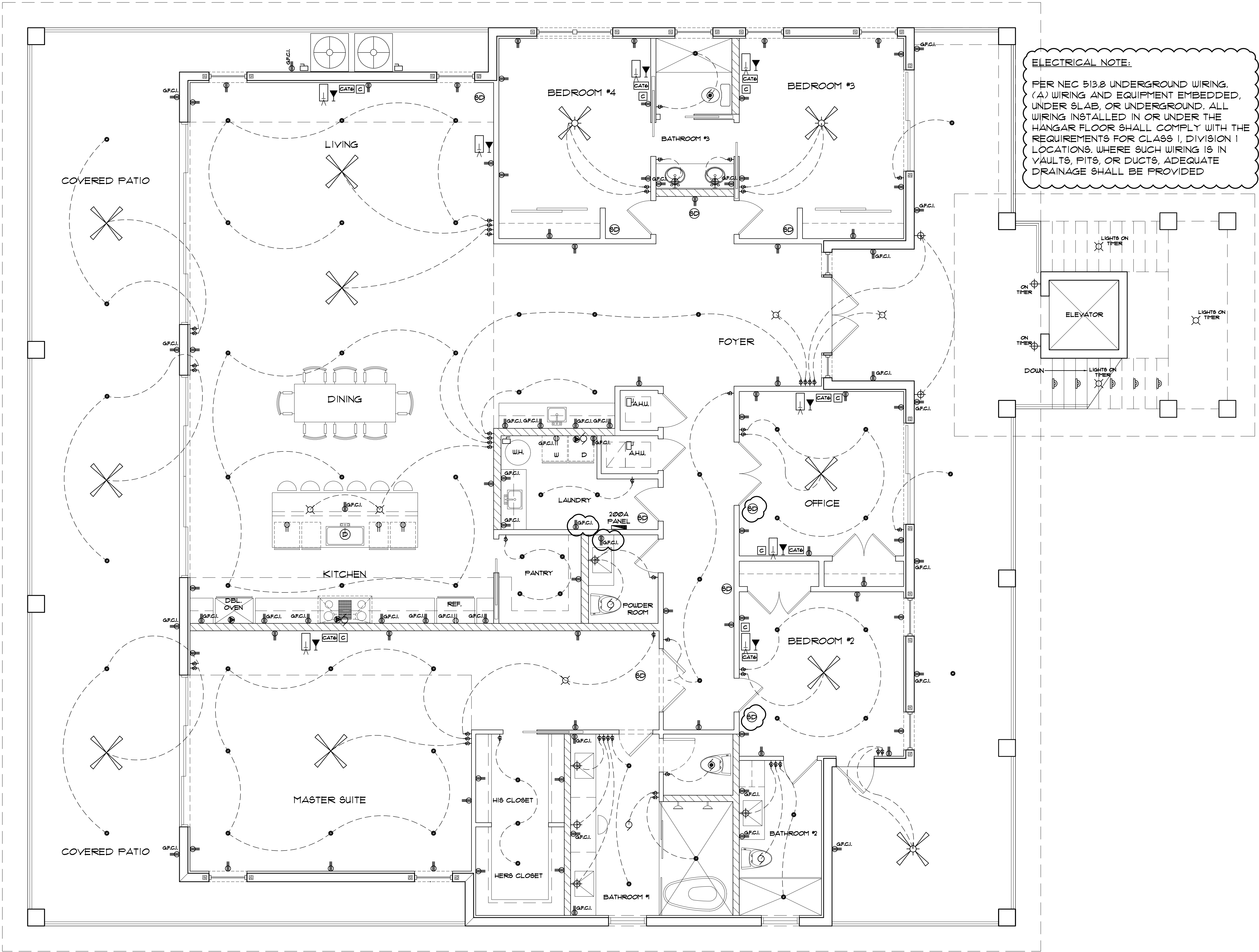
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ELECTRICAL LEGEND			
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	RISER LIGHTS		36" 2 BULB FLUORESCENT
	4" RECESSED		LED STRIP LIGHTING
	2" RECESSED DIRECTIONAL		A/C THERMOSTAT CONTROL
	WALL BRACKET FIXTURE		HOME RUN
	COMMUNICATION OUTLET		DISCONNECT SWITCH
	6" RECESSED BATH LIGHT W/ FAN		SINK DISPOSAL
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	DECORA DUPLEX RECEPTACLE		DECORA DUPLEX FLOOR OUTLET
	240 V. SPECIAL PURPOSE OUTLET		CATEGORY 6 CABLE
	DECORA SWITCH		SMOKE / CO DETECTOR
	DECORA THREE WAY SWITCH		CEILING FAN WITH LIGHT
	DECORA FOUR WAY SWITCH		CEILING FAN W/O LIGHT
	DOOR BELL		ELECTRIC METER CAN
	COAXIAL CABLE OUTLET		MAIN CIRCUIT BREAKER PANEL



ELECTRICAL NOTE:

PER NEC 513.8 UNDERGROUND WIRING. (A) WIRING AND EQUIPMENT EMBEDDED, UNDER SLAB, OR UNDERGROUND. ALL WIRING INSTALLED IN OR UNDER THE HANGAR FLOOR SHALL COMPLY WITH THE REQUIREMENTS FOR CLASS 1, DIVISION 1 LOCATIONS. WHERE SUCH WIRING IS IN VAULTS, FITS, OR DUCTS, ADEQUATE DRAINAGE SHALL BE PROVIDED.

SECOND FLOOR

SCALE: 1/4" = 1'-0"

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			2021002					

ELECTRICAL PLANS
DAVIS HANGAR / RESIDENCE
LOT 21 SOUTH AIRPORT ROAD
TAVERNIER, FL 33070

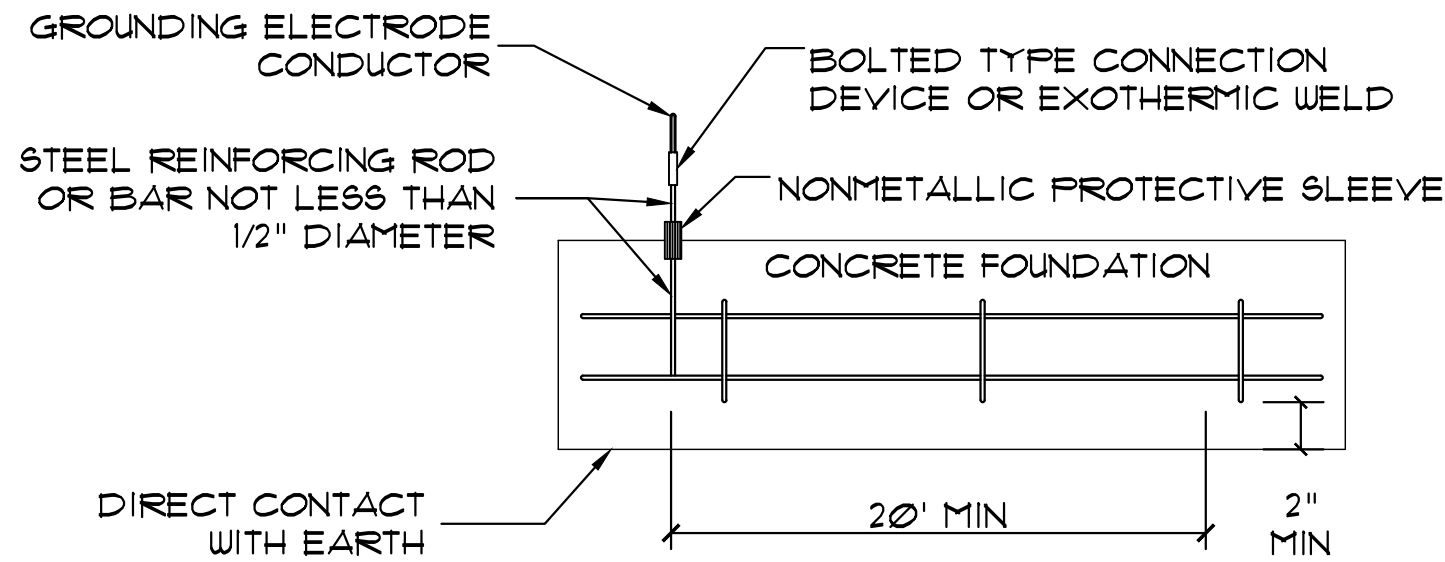
E-3

ELECTRICAL NOTES:

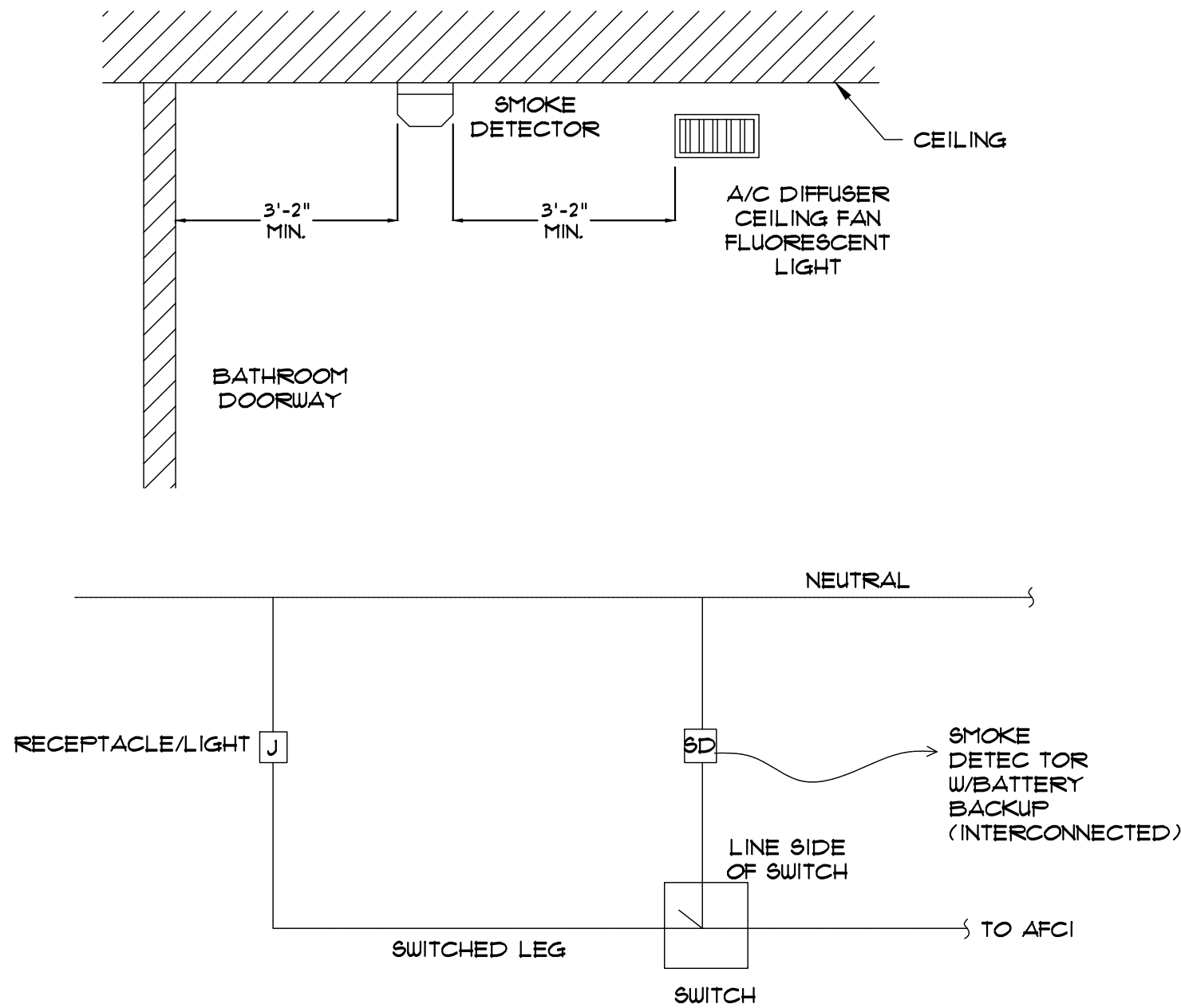
- ALL ELECTRICAL WORK SHALL CONFORM TO THE LATEST EDITION OF THE N.E.C. 2017, F.B.C. 2020, AND LOCAL BUILDING CODES HAVING JURISDICTION. ALL MATERIALS SHALL BEAR UNDERWRITERS LABORATORY LABEL OR BE UL LISTED
- WORKMANSHIP SHALL BE IN ACCORDANCE WITH GOOD TRADE PRACTICES.
- ALL EXCAVATING AND BACKFILLING REQUIRED FOR ELECTRICAL WORK SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL SUBCONTRACTOR
- CONNECTIONS TO EQUIPMENT, ELECTRICAL SUBCONTRACTOR SHALL VERIFY NAMEPLATE DATA OF A/C EQUIPMENT, WATER HEATERS AND OTHER EQUIPMENT TO OBTAIN CORRECT WIRE SIZES AND OVER-CURRENT PROTECTION PRIOR TO INSTALLATION OF ROUGH ELECTRIC WIRING. THE ELECTRICAL SUBCONTRACTOR SHALL MAKE THE ELECTRICAL CONNECTION TO ALL EQUIPMENT REQUIRING CURRENT. ALL CONTROL WIRING SHALL BE CARRIED OUT BY THE ELECTRICAL CONTRACTOR AS DIRECTED BY THE MECHANICAL SUBCONTRACTORS
- UNDERGROUND ELECTRIC CONDUCTOR CLEARANCES, HORIZONTAL OR VERTICAL SHALL BE MAINTAINED
- ALL WIRING CONDUCTORS SHALL BE COPPER IN ENT. CONDUIT
- BATHROOM, GARAGE, AND EXTERIOR RECEPTACLES SHALL BE EQUIPPED WITH GROUND FAULT INTERRUPTERS
- ELECTRICAL INSTALLATION DESIGN IS IN COMPLIANCE AS SET FORTH BY THE STATE OF FLORIDA STATUTES MODEL ENERGY EFFICIENCY CODES
- SMOKE DETECTORS SHALL BE HARD WIRED (110 VOLT) TO A NON-SWITCHABLE KITCHEN OR BATHROOM LIGHTING CIRCUIT AND SHALL NOT BE CONNECTED ONTO THE LOAD SIDE OF A GROUND FAULT INTERRUPTER
- ALL PANELS SHALL BE SQUARE D OR EQUAL
- FURNISH AND INSTALL UNDERGROUND RACEWAYS FOR POWER COMPANY SERVICE AND TELEPHONE COMPANY SERVICE AS PER UTILITY COMPANY SPECIFICATIONS, AND COORDINATE THE EXACT ROUTING OF THESE RACEWAYS WITH THE UTILITY
- VERIFY EXACT LOCATION OF ELECTRICAL OUTLETS AND LIGHTS PRIOR TO EXECUTION OF ROUGH-IN WORK
- ALL RACEWAYS AND NON-CURRENT CARRY METAL ENCLOSURES SHALL BE MECHANICALLY AND ELECTRICALLY GROUNDING
- ALL RACEWAYS AND OUTLETS IN FINISHED AREAS SHALL BE MOUNTED AND SUPPORTED
- ALL OUTLETS IN FINISHED AREAS SHALL BE MOUNTED FLUSH WITH FINISHED WALLS
- ALL WORK SHALL BE RIGIDLY MOUNTED AND SUPPORTED
- NO APPLIANCE OUTLETS SHALL BE INSTALLED BELOW THE DESIGN FLOOD ELEVATION.
- A/C COMPRESSORS SHALL BE INSTALLED ABOVE THE DESIGN FLOOD ELEVATION
- MAIN CIRCUIT BREAKER PANELS SHALL BE INSTALLED ABOVE THE DESIGN FLOOD ELEVATION
- ALL WATER HEATERS SHALL BE MECHANICALLY GROUNDING
- ALL RECEPTACLES SHALL BE TAMPER RESISTANT AS PER NEC2014 ART 406.12

DEFINITION -NFPA 70 (2020 Edition)

(c) CONCRETE ENCASED ELECTRODE. AN ELECTRODE ENCASED BY AT LEAST 2" (50.8mm) OF CONCRETE, LOCATED WITHIN AND NEAR THE BOTTOM OF A CONCRETE FOUNDATION OR FOOTING THAT IS IN DIRECT CONTACT WITH THE EARTH, CONSISTING OF AT LEAST 20 FEET (6.1m) OF ONE OR MORE BARE OR ZINC GALVANIZED OR OTHER ELECTRICALLY CONDUCTIVE COATED STEEL REINFORCING BARS OR RODS OF NOT LESS THAN 1/2" (12.7mm) DIAMETER, OR CONSISTING OF AT LEAST 20 FEET (6.1M) OF BARE COPPER CONDUCTOR NOT SMALLER THAN No.4.



NOTE: PER DETAIL THAT CONCRETE ENCASED GROUNDING ELECTRODE EXTENDS OUT OF THE FOOTER FOR CONNECTION TO GROUNDING ELECTRODE CONDUCTOR.

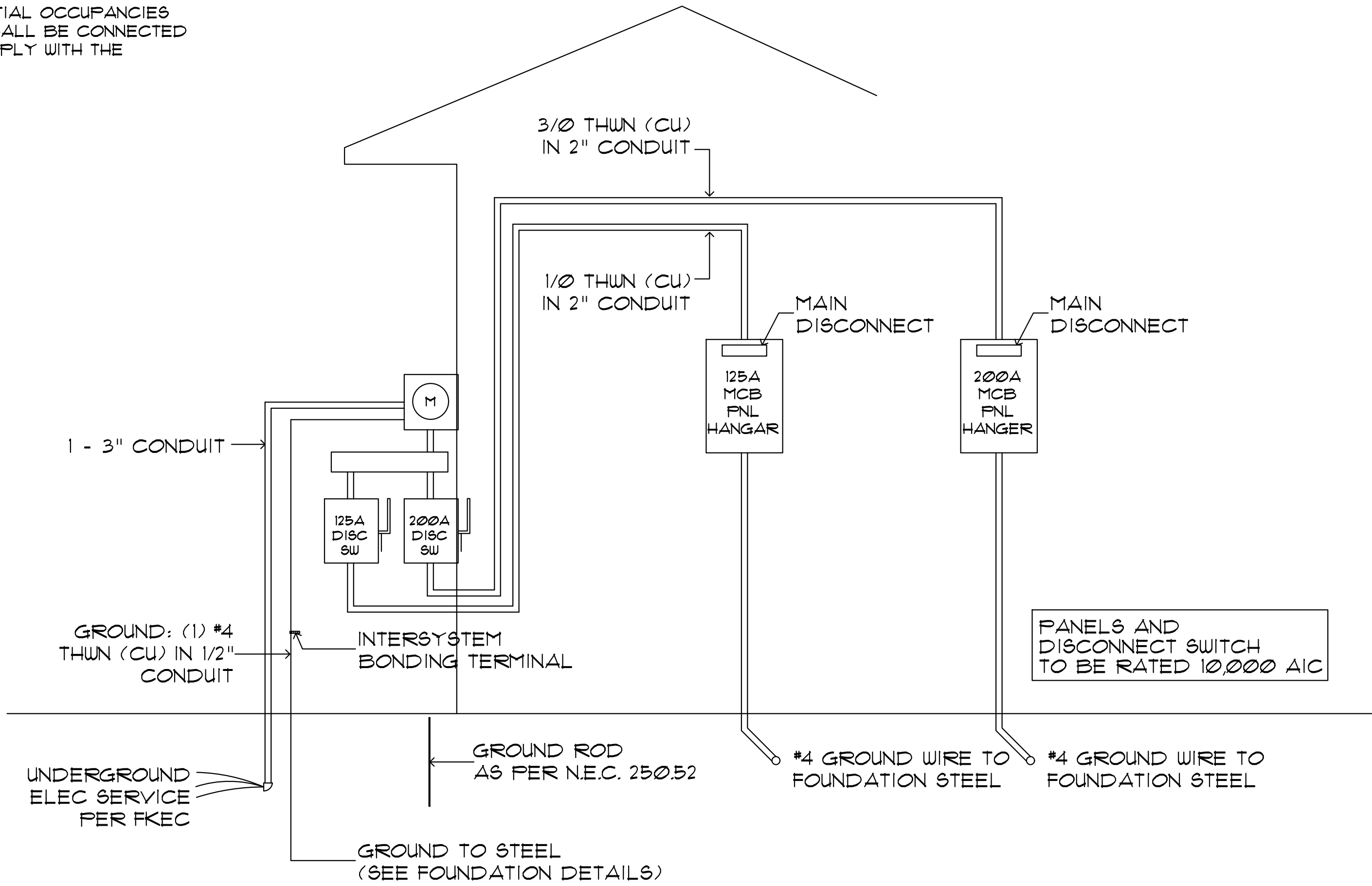


SMOKE DETECTOR DETAIL

N.T.S.

NOTE: PROVIDE ARC FAULT PROTECTION FOR ALL OUTLETS PER N.E.C. 210-12

WHERE 120 V. SMOKE DETECTORS ARE INSTALLED IN RESIDENTIAL OCCUPANCIES THEY SHALL BE INSTALLED AHEAD OF ALL SWITCHES AND SHALL BE CONNECTED TO BEDROOM AFCI CIRCUITS. SMOKE DETECTORS SHALL COMPLY WITH THE REQUIREMENTS OF THE F.B.C. 2020 ED.



ELECTRICAL RISER DIAGRAM

N.T.S.

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JOB NO:	2021002			

TECHNICAL ELECTRICAL
DAVIS HANGAR / RESIDENCE
LOT 21 SOUTH AIRPORT ROAD
TAVERNIER, FL 33070

E-4

3,810 SF. OF LIVING AREA x .003	=	11.43
PANEL LOAD	=	37.6
SUBTOTAL	=	49.03
FIRST 10 KW @ 100%	=	10.0
39.03 KW @ 40%	=	15.6
A/C LOAD	=	15.0
TOTAL DEMAND FACTOR	=	30.6
30.6 KW / 230 VOLTS	=	133 AMP
INSTALL 200 AMP ELECTRICAL PANEL		

5,195 GF. OF HANGER X .003	= 17.4
PANEL LOAD	= 12.5
SUB-TOTAL	= 29.9
FIRST 10 KW @ 100%	= 10.0
19.9 KW @ 40%	= 7.96
A.C.	= 5.2
TOTAL DEMAND FACTOR	= 23.16
23.16 KW / 230 VOLTS	= 101 AMPS
INSTALL 125 AMP ELECTRICAL PANEL	

MAIN PANEL					120/240V-1PH-3W		200A-MCB				
CKT	DESCRIPTION	C.B.	POLE	WIRE	LOAD	WIRE	POLE	C.B.	DESCRIPTION	CKT	
1	AC. HANDLER #1	40	2	#2 THIN - 1/2" CO	5.8	#2 THIN - 3/4" CO	2	60	AC. CONDENSER #1	2	
3										4	
5	DRYER	40	2	#2 THIN - 1/2" CO	5.2	#2 THIN - 3/4" CO	2	60	OVEN	6	
7										8	
9	WATER HEATER	40	2	#2 THIN - 1/2" CO	7.3	#2 THIN - 1/2" CO	1	20	WASHER	10	
11						#2 THIN - 1/2" CO	1	20	REFRIGERATOR	12	
13	REAR PATIO	20	1	#2 THIN - 1/2" CO	1.6	#2 THIN - 1/2" CO	1	20	DISHWASHER	14	
15	DINING	20	1	#2 THIN - 1/2" CO	1.6	#2 THIN - 1/2" CO	1	20	MICROWAVE	16	
17	LIVING RM. RECEPT.	20	1	#2 THIN - 1/2" CO	1.6	#2 THIN - 1/2" CO	1	20	KITCHEN G.F.C.I.	18	
19	LIVING RM. LIGHTS	15	1	#2 THIN - 1/2" CO	1.2	#2 THIN - 1/2" CO	1	20	KITCHEN RECEPT.	20	
21	BATH #1	20	1	#2 THIN - 1/2" CO	1.6	#2 THIN - 1/2" CO	1	15	KITCHEN LIGHTS	22	
23	BATH #2	20	1	#2 THIN - 1/2" CO	1.6	#2 THIN - 1/2" CO	1	20	FRONT PATIO	24	
25	HALLWAY	15	1	#2 THIN - 1/2" CO	1.2	#2 THIN - 1/2" CO	1	20	ISLAND	26	
27	BEDROOM #1	20	1	#2 THIN - 1/2" CO	1.6	#2 THIN - 1/2" CO	1	20	SMALL APPLIANCE	28	
29	BEDROOM #2	20	1	#2 THIN - 1/2" CO	1.6	#2 THIN - 1/2" CO	1	20	SMALL APPLIANCE	30	
31	BEDROOM #3	20	1	#2 THIN - 1/2" CO	1.6	#2 THIN - 1/2" CO	1	20	SMALL APPLIANCE	32	
33	BEDROOM #4	20	1	#2 THIN - 1/2" CO	1.6	#2 THIN - 1/2" CO	1	20	BATH #3	34	
35						#2 THIN - 1/2" CO	1	20	OFFICE	36	
37											
39						12	#2 THIN - 3/4" CO	2	30	ELEVATOR POWER	38
41						12	#2 THIN - 1/2" CO	2	15	ELEVATOR LIGHT	40
										42	
TOTAL					45.4						TOTAL

NOTES: ALL BRANCH CIRCUITS SHALL COMPLY WITH NEC 2017 ARTICLE 210.12 (A)
PART OF 3W PER SF LOAD CALC
PROVIDE ARC FAULT PROTECTION FOR ALL RECEPTACLES

MAIN PANEL 2					120/240V-1PH-3W		125A-MCB				
CKT	DESCRIPTION	C.B.	POLE	WIRE	LOAD	LOAD	WIRE	POLE	C.B.	DESCRIPTION	CKT
1	HANGAR DOOR	30	2	#10 THIN - 3/4" CO	3.6	1.6	#12 THIN - 1/2" CO	1	20	WORK SHOP	2
3						1.6	#12 THIN - 1/2" CO	1	20	WORKSHOP	4
5	HANGAR	20	1	#12 THIN - 1/2" CO	1.6	1.6	#12 THIN - 1/2" CO	1	20	MEZZANINE	6
7	HANGAR	20	1	#12 THIN - 1/2" CO	1.6	1.6	#12 THIN - 1/2" CO	1	20	GARAGE DOOR	8
9	HANGAR	20	1	#12 THIN - 1/2" CO	1.6	1.6	#12 THIN - 1/2" CO	1	20	GARAGE DOOR	10
11	HANGAR	20	1	#12 THIN - 1/2" CO	1.6	1.6	#12 THIN - 1/2" CO	1	20	REAR PATIO	12
13		40	2	#8 THIN - 1/2" CO		1.6	#12 THIN - 1/2" CO	1	20	EXTERIOR	14
15	WATER HEATER				13	3.6	#8 THIN - 3/4" CO	2	30	MINI-SPLIT	16
17		40	2	#8 THIN - 1/2" CO							18
19											20
21	CISTERN	20	1	#12 THIN - 1/2" CO	1.6						22
23	INTERIOR MINI SPLIT	20	1	#12 THIN - 1/2" CO	1.6						24
25											26
27											28
29											30
31											32
33											34
35											36
37											38
39											40
41											42
TOTAL					205	14.8	TOTAL				

NOTES: ALL BRANCH CIRCUITS SHALL COMPLY WITH NEC 2017 ARTICLE 210.12 (A)
PART OF 3W PER SF LOAD CALC
PROVIDE ARC FAULT PROTECTION FOR ALL RECEPTACLES

E-5



June 22, 2022

Habitat Analysis

Parcels 00437493-005000 and 00437493-005100, Village of Islamorada, Florida
NLE Project No. 32522001

New Leaf Environmental, LLC (NLE) is providing this report as a record of our Habitat Analysis of the above referenced property. This assessment was conducted in accordance with the Village's standards (Sec. 30-1613 of the Village code). This assessment is valid for the time at which it was written, and changing site conditions, proposed development, and changes in tree health may affect the future validity of this assessment.

Project Background & General Site Description

This 13,110 SF property is located within the Tavernaero subdivision on the Bay side of US 1 on Plantation Key. The parcels are vacant, covered by vegetation, and is situated between developed single family home sites to the east and west, the Tavernaero airport roadway and runway to the north, and orchid street to the south. The location of the property is shown on the adjacent aerial, and depicted in further detail on the attached vegetation map and photo log.



Methodology

All trees on site 3.5 inches in stem diameter and greater were identified in the field using blue and white flagging tape. Flagging for each tree included a unique number designation that corresponds to the numbers shown on the attached Tree Table and Vegetation Map. Diameter at breast height (DBH) of trees was measured using a diameter tape and rounded to the nearest inch (i.e. trees 3.5 to 3.9 inches were rounded to 4 inches), and observations were made of each tree to include species, height, canopy spread, and condition. Representative photos of the site were taken and are included in the attached Photo Log. Locations of the trees shown in the Vegetation Map were identified using surrounding landmarks, fence

57 Silver Springs Drive Key Largo, FL 33037
(954) 643-0423 mmccoy@newleaf.expert

lines, paces, and similar means of estimation. In addition to trees, observations and locations were recorded for invasive species; total vascular species observed (recorded on the [Plant List](#)); signs of wildlife; and species listed as threatened, endangered, or regionally important.

Observations

Forest Canopy – the canopy on site is dense, and heavily dominated by cockspur in thick stands with mature canopy trees primarily around the perimeter.

Understory – the understory on the site is dominated by cockspur, with Spanish stopper and limber caper as the dominant understory species outside of cockspur thickets, and scattered species elsewhere as shown on the Vegetation Map.

Shrub – This layer is very dense in selected areas where dominated by cockspur, with a wider diversity of shrub species occurring around the perimeter.

Herbaceous and vine – as with the other layers, this layer is dominated by cockspur, with selected areas along the eastern side dominated by yellow root and snowberry.

The species present on site are considered typical of a tropical hardwood hammock. A complete list of plants observed on site is attached, listed in order of relative dominance, with representative site photos in the Photo Log. The vegetation map indicates the locations of individuals/clusters of species that are regionally important, threatened, endangered, or maturing under four inches DBH.

Wildlife – the site is not within the USFWS combined species focus area for the Florida Keys, as shown on the inset photo to the right. No wildlife species or signs of their presence were observed on the site during the field assessment. Due to the developed nature of the surrounding community, it is unlikely that the property is used for protected wildlife species other than for temporary occupancy. Accordingly a determination for developing the parcel can be made of Not Likely to Adversely Affect.



Significant Environmental Features – no wetlands, wells, trenches, solution holes, or other significant environmental features were observed.

Tropical Hardwood Hammock Quality Scoring

Hammock Patch Size – Hammock patch size refers to the size of the contiguous hammock community to which the onsite hammock belongs, regardless of ownership. The limits of the hammock patch are determined by changes in habitat type, transition to developed areas no longer meeting the definition of hammock, and primary roads (US 1) – secondary paved roads do not constitute a hammock boundary.

Based on this definition of hammock patch size, the hammock community within this property is not contiguous with other significant hammock areas and would total less than 0.5 acres. Accordingly, 25 points are attributed to the site based on the Village's scoring system.

Landscape Ecology – This category refers to the position of the hammock within the context of other natural communities. Based on an analysis of the surrounding area in the field and from recent aerial photography, the hammock is not contiguous with other natural communities totaling at least five acres in size. Accordingly, no points are attributed to the site for this feature based on the Village's scoring system.

Invasive Exotic Species – The extent to which a hammock is infested with invasive exotic plants is considered a measure of the ecological integrity of the hammock and thus hammock quality. Based on site observations, invasive exotic species comprise less than 25% of the plant cover on the site. Accordingly, 10 points are attributed to the site based on the Village's scoring system.

Quality Determination – based on a cumulative score of 35, the hammock on this parcel is initially rated as Low Quality. Further, based on Sec. 30-1613, the location of the parcel within the Tavernaero Airport land use category and with a total area less than ½ acre, the hammock quality is automatically rated as **Low Quality**.

Sincerely,

New Leaf Environmental, LLC



Michael McCoy
ISA Certified Arborist, LIAF Certified Landscape Inspector
Village of Islamorada Qualified Biologist

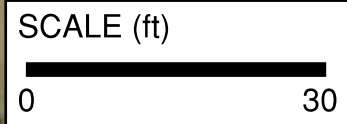
Attachments: Plant List, Vegetation Map, Tree Table, Photo Log

Plant List Tavernaero

Tavernaero Plant List			
Plants grouped by strata in relative order of dominance			
Stratus	Common Name	Scientific Name	Status
Canopy			
	cockspur	<i>Pisonia aculeata</i>	N
	wild tamarind	<i>Lysiloma latisiliquum</i>	N
	gumbo limbo	<i>Bursera simaruba</i>	N
	Jamaica dogwood	<i>Piscidia piscipula</i>	N
	black ironwood	<i>Krugiodendron ferreum</i>	RI
	blolly	<i>Guapira discolor</i>	N
	pigeon plum	<i>Coccoloba diversifolia</i>	N
	poisonwood	<i>Metopium toxiferum</i>	N
	wild lime	<i>Zanthoxylum fagara</i>	E
	cinnamon bark	<i>Canella winterana</i>	E
	mahogany	<i>Swietenia mahagoni</i>	E
Understory			
	cockspur	<i>Pisonia aculeata</i>	N
	limber caper	<i>Capparis flexuosa</i>	N
	Spanish stopper	<i>Eugenia foetida</i>	N
	black ironwood	<i>Krugiodendron ferreum</i>	RI
	cinnamon bark	<i>Canella winterana</i>	E
	Jamaica caper	<i>Capparis cynophallophora</i>	N
	lignum vitae	<i>Guaiacum sanctum</i>	E
Shrub			
	cockspur	<i>Pisonia aculeata</i>	N
	Spanish stopper	<i>Eugenia foetida</i>	N
	limber caper	<i>Capparis flexuosa</i>	N
	snowberry	<i>Chiococca alba</i>	N
	inkwood	<i>Exothea paniculata</i>	RI
	white indigoberry	<i>Randia aculeata</i>	N
	prickly pear cactus	<i>Opuntia spp.</i>	EX
	cardboard palm	<i>Zamia furfuracea</i>	EX
	wild lime	<i>Zanthoxylum fagara</i>	E
	Jamaica caper	<i>Capparis cynophallophora</i>	N
	crabwood	<i>Gymnanthes lucida</i>	RI
	Brazilian pepper	<i>Schinus terebinthifolius</i>	INV
	mahogany	<i>Swietenia mahagoni</i>	E
	false mastic	<i>Sideroxylon foetidissimum</i>	RI

Plant List Tavernaero

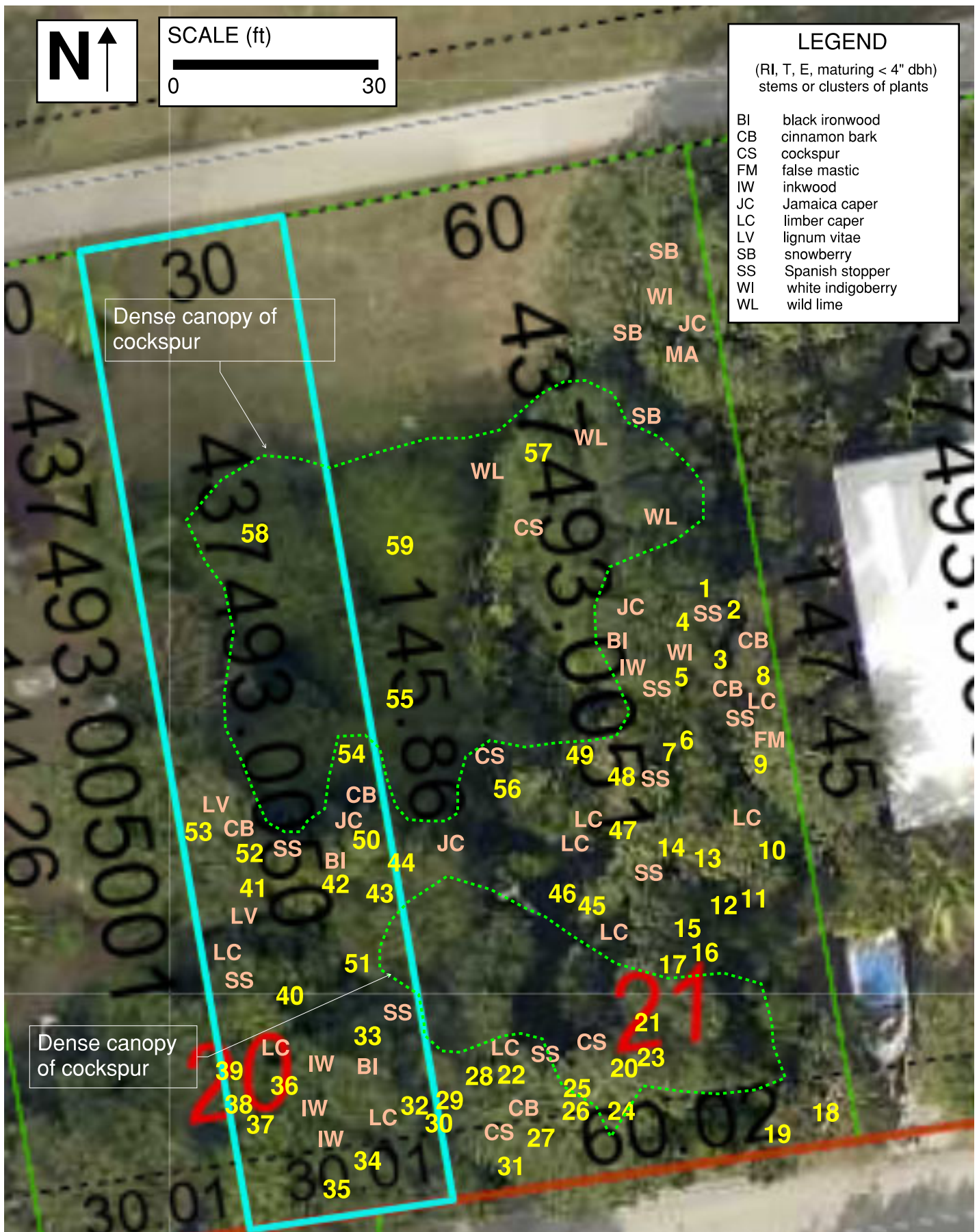
Stratus	Common Name	Scientific Name	Status
	neem tree	<i>Azadirachta indica</i>	EX
Herbaceous & Vine			
	cockspur	<i>Pisonia aculeata</i>	N
	yellowroot	<i>Morinda royoc</i>	N
	greenbrier	<i>Smilax auriculata</i>	N
TH = threatened		N = non-listed native	
E = endangered		SSC = species of special concern	
RI = regionally important		EX = exotic	
INV = invasive			



LEGEND

(RI, T, E, maturing < 4" dbh)
stems or clusters of plants

BI	black ironwood
CB	cinnamon bark
CS	cockspur
FM	false mastic
IW	inkwood
JC	Jamaica caper
LC	limber caper
LV	lignum vitae
SB	snowberry
SS	Spanish stopper
WI	white indigoberry
WL	wild lime



Vegetation Map

PARCELS 00437493-005000, 00437493-005100 Village of Islamorada

NLE Project No. 32522001

June, 2022

Tree Table Tavernaero

Tree #	Common Name	Scientific Name	DBH (inches)	Number of stems	Height (feet)	Spread (feet)	Status	Comments
1	wild tamarind	<i>Lysiloma latisiliquum</i>	18	1	45	30	N	
2	gumbo limbo	<i>Bursera simaruba</i>	10	1	40	15	N	
3	gumbo limbo	<i>Bursera simaruba</i>	6	1	30	12	N	
4	wild tamarind	<i>Lysiloma latisiliquum</i>	14	1	50	30	N	
5	black ironwood	<i>Krugiodendron ferreum</i>	4	2	20	12	RI	
6	mahogany	<i>Swietenia mahagoni</i>	6	2	20	12	E	
7	black ironwood	<i>Krugiodendron ferreum</i>	5	2	25	20	RI	
8	pigeon plum	<i>Coccoloba diversifolia</i>	5	2	30	10	N	
9	poisonwood	<i>Metopium toxiferum</i>	5	1	25	8	N	
10	black ironwood	<i>Krugiodendron ferreum</i>	4	1	25	8	RI	
11	gumbo limbo	<i>Bursera simaruba</i>	10	1	45	15	N	
12	black ironwood	<i>Krugiodendron ferreum</i>	4	1	25	8	RI	
13	gumbo limbo	<i>Bursera simaruba</i>	6	2	30	12	N	Poor condition
14	blolly	<i>Guapira discolor</i>	6	1	35	15	N	
15	pigeon plum	<i>Coccoloba diversifolia</i>	4	2	30	12	N	
16	poisonwood	<i>Metopium toxiferum</i>	9	1	40	12	N	
17	cinnamon bark	<i>Canella winterana</i>	5	1	20	10	E	
18	gumbo limbo	<i>Bursera simaruba</i>	12	1	18	10	N	
19	poisonwood	<i>Metopium toxiferum</i>	4	1	18	6	N	
20	cockspur	<i>Pisonia aculeata</i>	4	1	15	25	N	
21	black ironwood	<i>Krugiodendron ferreum</i>	4	1	12	5	RI	Poor condition
22	Jamaica dogwood	<i>Piscidia piscipula</i>	17	2	50	30	N	
23	black ironwood	<i>Krugiodendron ferreum</i>	5	1	12	8	RI	Poor condition
24	pigeon plum	<i>Coccoloba diversifolia</i>	6	3	20	15	N	
25	black ironwood	<i>Krugiodendron ferreum</i>	4	1	18	6	RI	
26	blolly	<i>Guapira discolor</i>	5	1	18	12	N	
27	blolly	<i>Guapira discolor</i>	4	6	18	5	N	
28	Jamaica dogwood	<i>Piscidia piscipula</i>	18	1	25	15	N	Poor condition
29	cinnamon bark	<i>Canella winterana</i>	4	1	15	15	E	
30	poisonwood	<i>Metopium toxiferum</i>	13	1	25	8	N	Poor condition
31	blolly	<i>Guapira discolor</i>	6	4	25	10	N	
32	blolly	<i>Guapira discolor</i>	6	2	25	10	N	
33	black ironwood	<i>Krugiodendron ferreum</i>	4	1	20	15	RI	
34	Jamaica dogwood	<i>Piscidia piscipula</i>	8	2	20	15	N	
35	blolly	<i>Guapira discolor</i>	6	8	12	6	N	
36	wild tamarind	<i>Lysiloma latisiliquum</i>	12	1	25	18	N	
37	wild tamarind	<i>Lysiloma latisiliquum</i>	15	1	25	15	N	
38	wild tamarind	<i>Lysiloma latisiliquum</i>	11	1	25	25	N	
39	blolly	<i>Guapira discolor</i>	11	1	25	10	N	
40	black ironwood	<i>Krugiodendron ferreum</i>	5	1	25	10	RI	
41	black ironwood	<i>Krugiodendron ferreum</i>	6	2	25	18	RI	
42	wild tamarind	<i>Lysiloma latisiliquum</i>	5	1	30	15	N	
43	wild tamarind	<i>Lysiloma latisiliquum</i>	18	1	50	20	N	Poor condition
44	pigeon plum	<i>Coccoloba diversifolia</i>	4	1	25	8	N	
45	Jamaica dogwood	<i>Piscidia piscipula</i>	4	1	20	8	N	
46	black ironwood	<i>Krugiodendron ferreum</i>	5	1	20	12	RI	
47	gumbo limbo	<i>Bursera simaruba</i>	9	1	25	10	N	
48	black ironwood	<i>Krugiodendron ferreum</i>	6	1	30	18	RI	
49	gumbo limbo	<i>Bursera simaruba</i>	9	2	35	20	N	
50	black ironwood	<i>Krugiodendron ferreum</i>	4	1	20	10	RI	
51	black ironwood	<i>Krugiodendron ferreum</i>	4	1	20	10	RI	
52	blolly	<i>Guapira discolor</i>	10	1	40	15	N	

Tree Table Tavernaero

Tree #	Common Name	Scientific Name	DBH (inches)	Number of stems	Height (feet)	Spread (feet)	Status	Comments
53	Jamaica dogwood	<i>Piscidia piscipula</i>	6	2	50	30	N	
54	pigeon plum	<i>Coccoloba diversifolia</i>	4	1	10	8	N	
55	cockspur	<i>Pisonia aculeata</i>	7	1	12	35	N	
56	cinnamon bark	<i>Canella winterana</i>	4	1	16	8	E	
57	wild lime	<i>Zanthoxylum fagara</i>	4	1	16	12	E	
58	wild lime	<i>Zanthoxylum fagara</i>	6	1	16	16	E	
59	cockspur	<i>Pisonia aculeata</i>	4	1	15	35	N	
Status Codes								
TH = threatened		N = non-listed native						
E = endangered		SSC = species of special concern						
RI = regionally important		EX = exotic						
INV = invasive								

PHOTO LOG

Photo 1. View from northeastern corner of the property looking southwest. Dense stand of cockspur visible on the left side of the photo.



Photo 2. View from eastern side of the property looking south along the property line.



Photo 3. View from within the (east of) center portion of the site.



Photo 4. View from rear (southern end) of the site, looking west into dense stand of cockspur.



Environmental Report

Legal Description

Tavernaero Inc
Block 2
Lot 21 and Easterly ½ Lot 20
Plantation Key

Address

186 South Airport Road

Real Estate Number

00437493-005100

2/7/23

71 Tingler Lane, Marathon, FL 33050

julie_cheon@hotmail.com

Phone (305) 395-1985

Fax (305) 743-4587

This report was completed to document the existing habit and relative ecological functionality observed at the above referenced property. Site visits were performed on January 21 and 28, 2023.

Existing Conditions

The 13,110 sf parcel is located in a densely populated subdivision with an active airstrip on Plantation Key. The parcel is bordered on the east and west by developed, disturbed parcels, on the south by a paved road and on the north by a paved road and runway. A location map is provided in Attachment A.

The front of the parcel is, with the exception of miscellaneous grasses and herbs, devoid of vegetation. The mid and rear portions of the parcel are predominantly vegetated with native vegetation, but invasive exotic vegetation is present. Most notable is an area of invasive exotic *Schinus terebinthifolia* (Brazilian Pepper), which is present along the northeast property line. Additionally, Cardboard Palm has begun to infiltrate the interior of the hammock, spreading from the adjacent parcel. These two species have been designated Category I and Category II invasive exotic species, respectively, by the Florida Keys Invasive Exotic Task Force. *Pisonia aculeata* is the dominant native species onsite. It has been given the name Devil's holdback due to its extremely sharp, curved, unforgiving thorns. *Pisonia sp.* are sometimes referred to as Bird Catch Trees due to their ability to trap birds. This has been attributed to their spines as well as their sticky seeds which have been known to entangle fallen fledglings, trapping them to starve to death. An overabundance of this specimen dominated the center of the parcel creating a monoculture to the detriment of other native species. This has significantly limited species diversity. Only 19 unique native species were observed. Of those, only six qualified for status as being listed as threatened, endangered or regionally important. A complete vegetation list is provided in Attachment B and photos are provided in Attachment C.



Figure 1 - Subject Parcel

The Village has mapped approximately 0.19 acres of native habitat on the parcel. The parcel is isolated from any significant habitat.

Wildlife

The site is not within the USFWS Species Focus Areas any target species. No listed animal species were observed onsite. No significant use by wildlife or indicators of use by wildlife was observed. There was a conspicuous lack of wildlife observed.

Influences on Functionality

- *Patch Size*

In assessing the quality and value of the habitat, patch size, as noted in the Village of Islamorada Land Development Regulations, is the most important factor. Current literature backs up this premise, however, literature for a patch this small (0.19 ac) could not be located. This may be due to the fact that, while there is no universal definition of forest, of the organizations that do define forest, the minimum area defined is generally in excess of 0.5 hectare (ha) (53,819 sf / 1.24 acres) or greater. This includes the definition by the following agencies and organizations; United States Department of Agriculture (USDA) Conservation Programs Manual, 1 acre minimum; The Convention on Biological Diversity, >0.5 ha, and the United Nations Food and Agriculture Organization (FAO), >0.5 hectare. The native vegetation on the subject parcel is approximately 19% of the aforementioned defined minimum areas.

- *Edge Effects*

In addition to patch size, edge effects are known to have considerable impacts on hammock forests. Negative edge effects include increased risk of parasitism or disease, increased risk of predation, adverse microclimate conditions, and competition from invasive species (*Conservation Buffers: Design Guidelines for Buffers, Corridors, and Greenways*, https://www.fs.usda.gov/nac/buffers/guidelines/2_biodiversity/10.html). The depth of edge influence (DEI), the distance the edge effect extends into habitat patches, varies. Abiotic and plant responses are generally reported to extend up to 50 m into patches, invertebrate responses up to 100 m, and bird responses 50-200 m (Edge characteristics and Effects, Ecology Center 2023-01-16, <https://www.ecologycenter.us/forest-ecology/edge-characteristics-and-effects.html>).

The subject parcel is surrounded by developed area and is even smaller than the limits of the expected edge effects, further minimizing the parcel's functionality. Additional anthropogenic activities on developed edges include increased roadkill (Goosem 1997; Forman & Alexander 1998) and predation by domestic cats. In one study of tropical hardwood hammocks and residential areas in the Keys, it was observed that invasive cowbird (an obligate brood parasite) species and feral cats were observed on hammock edges and may pose additional threats to migratory birds. In the study feral cats were observed at 54% of survey locations and were observed stalking and/or attacking migratory birds. (*Status and Use of Tropical Hardwood Hammocks and Forested Residential Areas as Habitat For Resident and Neotropical Migratory Birds in the Florida Keys*, Karim 2007.)

Rather unique to this location is the Tavernaero airstrip which creates additional noise, activity, and the possibility for bird strikes during take-offs and landings.

Classification and Summary

While the Village of Islamorada GIS Web Mapping Application indicates the parcel contains approximately 0.19 acres of hammock habitat, a separate map does not assign the hammock designation to the parcel (Attachment D).

The isolated parcel has an extremely limited patch of native vegetation and experiences negative edge effects from the developed edges, including common and unique anthropogenic activities in the neighborhood and along the runway. As previously discussed, this combination can be detrimental to wildlife including increased predation and roadkill and, for their own protection, wildlife should not be encouraged to utilize this area. These influences have already led to limited flora diversity and an absence of any observed wildlife. For these reasons, the parcel is best classified as **Disturbed with Tropical Hardwood Hammock**.

It is further recommended that any required mitigation for impacts to tree species would be best utilized in restoring or buffering an existing intact hammock to further increase patch size, reduce edge effects and increase the functionality of a hardwood hammock.

Attachment A
Location Map



Attachment B

Species List

Native Species		
<u>Scientific Name</u>	<u>Common Name</u>	<u>Status</u>
<i>Bursera simaruba</i>	Gumbo Limbo	N
<i>Canella winterana</i>	Cinnamon Bark	END
<i>Capparis cynophallophora</i>	Jamaica Caper	N
<i>Chiococca alba</i>	Snowberry	N
<i>Coccoloba diversifolia</i>	Pigeon Plum	N
<i>Eugenia axillaries</i>	White Stopper	N
<i>Exothea paniculata</i>	Inkwood	RI
<i>Guaiacum sanctum</i>	Lignum Vitae	END
<i>Guapira discolor</i>	Blolly	N
<i>Gymnanthes lucida</i>	Crabwood	N
<i>Krugiodendron ferreum</i>	Black Ironwood	RI
<i>Lysiloma latisiliquum</i>	Wild Tamarind	N
<i>Metopium toxiferum</i>	Poisonwood	N
<i>Piscidia piscipula</i>	Jamaican Dogwood	N
<i>Pisonia aculeata</i>	Devils' claw / Pullback	N
<i>Randia aculeata</i>	Randia/White Indigo Berry	N
<i>Sideroxylon foetidissimum</i>	Mastic	RI
<i>Swietenia Mahagoni</i>	Mahogany	END
<i>Zanthoxylum fagara</i>	Wild Lime	N

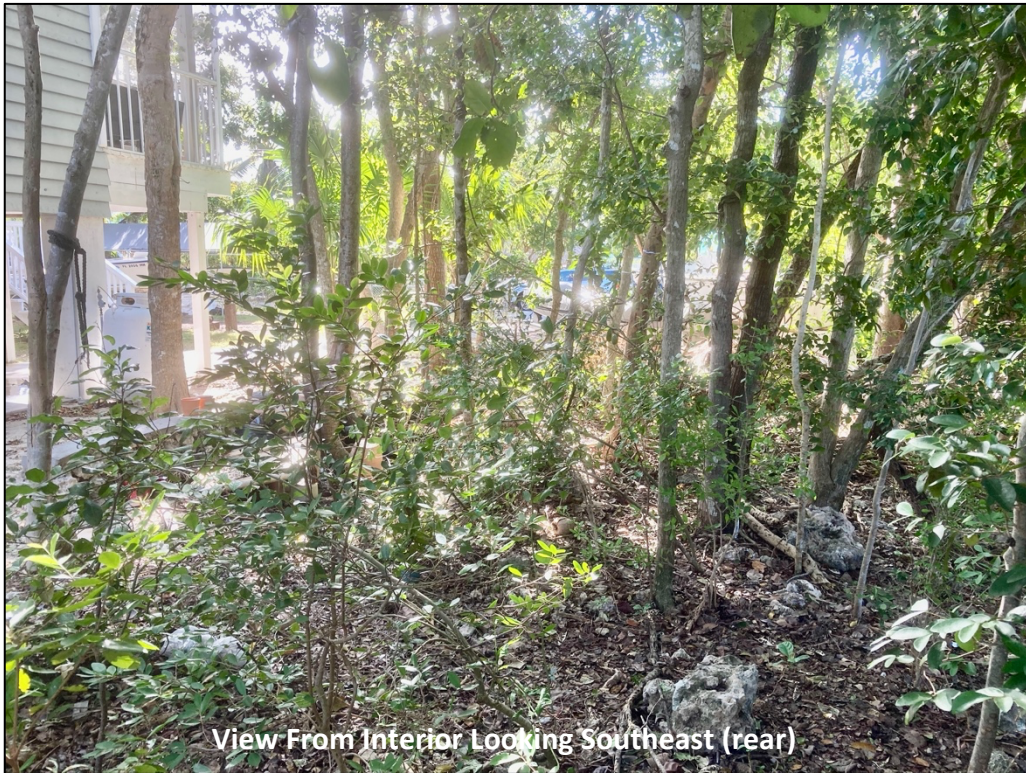
Non-Native Species		
<u>Scientific Name</u>	<u>Common Name</u>	<u>Status</u>
<i>Opuntia cochenillifera</i>	Cochineal cactus	ex
<i>Schinus terebinthifolia</i>	Brazilian Pepper	IEX - Cat I
<i>Zamia furfuracea</i>	Cardboard Palm	IEX - Cat II

Status Key	
END	Endangered
ex	Exotic
IEX	FKIETF Designated Invasive
N	Native
RI	Regionally Important

Attachment C - Site Photos (Page 1 of 4)



Attachment C - Site Photos (Page 2 of 4)



View From Interior Looking Southeast (rear)



Interior

Attachment C - Site Photos (Page 3 of 4)



Attachment C - Site Photos (Page 4 of 4)



Attachment D – Village of Islamorada Hammock Boundary Map



Daniel Parobok

From: Daniel Gulizio
Sent: Thursday, May 25, 2023 8:41 AM
To: Bart Smith
Cc: Jennifer DeBoisbriand; Daniel Parobok; Brandi Green
Subject: FW: 186 S airport Road

Bart,
As discussed, below please find the review of the revised habitat analysis provided in connection with 186 S. Airport Road. We have attempted to reconcile the two reports, but after an additional site inspection, have come to the conclusion detailed below. Please let us know if you have any questions.
Sincerely,

Daniel J. Gulizio, Director
Planning and Development Services
(305) 664-6422
planningdirector@islamorada.fl.us

From: Daniel Parobok <daniel.parobok@islamorada.fl.us>
Sent: Thursday, May 25, 2023 8:18 AM
To: Daniel Gulizio <planningdirector@islamorada.fl.us>
Subject: FW: 186 S airport

Daniel Parobok

Senior Environmental Planner/Village Biologist

Certified Arborist FL-6801A
Tree Risk Assessment Qualified
LIAF Certified Landscape Inspector
FDEP Qualified Stormwater Management Inspector

(305) 481-9654 – Cell
(305) 664-6497 - Direct
daniel.parobok@islamorada.fl.us

****How are we doing? Click [here](#) to complete our Customer Survey****

Please Note: Florida Public Records Law provides that most written communications to or from municipal employees regarding Village business are public records, available to the public and media upon request. Therefore, this email may be subject to public disclosure.

From: Daniel Parobok
Sent: Wednesday, May 24, 2023 4:32 PM
To: Dan Gulizio <dan.gulizio@islamorada.fl.us>
Subject: 186 S airport

Dan,

Per our discussions, I have reviewed both the habitat analysis provided by the applicant for the above property. I agree with the first analysis provided by Mr. McCoy stating that the habitat is low quality hammock. This property contains the same vegetative cover as several other lots within that neighborhood which were also classified as low quality hammock. The lots containing hammock within that neighborhood that were developed recently have been held to the environmental development criteria including a maximum of 50% of the hammock area able to be cleared and a grant of conservation easement required for the remain portion of the hammock.

I recently visited the site again to see if the hammock line provided in the habitat analysis was accurate or conservative. Ground truthing discovered that the hammock boundary line as drawn by Mr. McCoy was accurate.

The current site plan does not meet the environmental development criteria set forth in Division 4 of Village Code.

Daniel Parobok
Senior Environmental Planner/Village Biologist

Certified Arborist FL-6801A
Tree Risk Assessment Qualified
LIAF Certified Landscape Inspector
FDEP Qualified Stormwater Management Inspector

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(305) 664-6497 - Direct
daniel.parobok@islamorada.fl.us

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+

00094430-000100

X

Q

Show search results for 00094...

Map Layers

Beachberrn

Buttonwood Assoc

Disturbed w Beachberrn

Dist w Buttonwood

Dist w Hammock

Dist w Mangrove

Dist w NonNative

Disturbed

Hammock

Mangrove

Open Water

(1 of 2)

DAVIS BRANDON J

RECHAR 00437493-005100

YRBLT

LOCATION VACANT AIRPORT Rd,
PLANTATION KEY

SUBDIVISION TAVERNAERO

Zoom to

SMITH/HAWKS

ATTORNEYS AT LAW

Barton W. Smith, Esq.
Jess Miles Goodall, Esq.
Brandi Green, Paralegal
Telephone: (305) 296-7227
E-mail: Bart@SmithHawks.com
Jess@SmithHawks.com
Brandi@SmithHawks.com

UPLOADED TO CITYVIEW ePORTAL

June 27, 2023

Islamorada, Village of Islands
Planning & Development Services
86800 Overseas Highway
Islamorada, FL 33036

RE: AMENDED NOTICE OF APPEAL: DETERMINATION OF FORMER PLANNING DIRECTOR FOR BIOLOGIST DETERMINATION OF HABITAT

Dear Planning Department,

Please allow this correspondence to serve as a formal appeal application ("Appeal"), by **BRANDON J. DAVIS** ("Applicant") as required in Islamorada, Village of Islands' ("Village") Code of Ordinances ("Code"). Pursuant to Code Sec. 30-281, Applicant is appealing the determination the former Village's Planning Director for Biologist Determination of Habitat for the real property located at 186 S. Airport Road, Tavernier, Florida 33070, having Monroe County Parcel Identification No. 00437493-005100. Uploaded with this Notice of Appeal, please find the following: 1) Appeal application, and 2) payment in the amount of \$2,300.00 for the fees and cost related to the Appeal.

Applicant is appealing the determination of the former Village's Planning Director for Biologist Determination of Habitat relating to the Applicant's Property, orally relayed to undersigned on April 18, 2023, and provided via email to undersigned Thursday, May 25, 2023, a copy of which is attached hereto as **Exhibit A**. Applicant will supplement this Appeal with a witness list within the required time frame prior to the planning commission hearing.

APPEAL GROUNDS

The Village's determination that the Property is classified as Low-Quality Tropical Hardwood Hammock (the "Determination") is based on errors of fact and law, and on reasoning that is inconsistent with the Code. Additionally, the Determination is inconsistent with the habitat designations on the Village's Existing Hammock Boundaries Map, as well as the factual findings set forth in the habitat analyses conducted on the Property. Further, the Determination is inconsistent with the Code as it disregards the provisions establishing the disturbed with hammock habitat designation, and improperly conflates a hammock quality determination with the habitat classification of an entire parcel.

I. The Determination

Two separate habitat analyses were conducted on the Property to assess the hammock habitat on the Property, as well as the proper habitat classification for the Property as a whole. Due to the low quality of the hammock and disturbed nature of most of the Property, each habitat analysis ultimately concluded that the Property should be classified as disturbed with hardwood hammock. However, The Village disregarded the factual findings in the analyses regarding the disturbed habitat on the Property and determined that the Property is classified as containing low quality tropical hardwood hammock habitat only. Based on the Determination, it appears that the Village has taken the position that any amount of hammock habitat on a parcel, regardless of size and despite the presence of disturbed habitat, will result in that parcel being classified as containing only hammock. This interpretation is misguided, completely disregards a property owner's development rights based on a correct habitat designation, disregards the Code's provisions establishing the disturbed with hammock habitat and its separate regulations, and is based entirely on an incorrect interpretation of the Code. Simply put, based on the definitions contained in the code, the Village habitat maps, and the two habitat analyses, the Property's correct habitat designation is disturbed with hammock, which is a distinct habitat designation provided in the Code.

The Applicant is appealing the Village's determination that the Property is classified as Low-Quality Tropical Hardwood Hammock on the following grounds: (1) the Determination improperly conflates a hammock quality determination with the habitat classification of an entire parcel; (2) the Determination errantly relies upon the GIS (as defined below), errantly disregarding the approved Existing Hammock Boundaries Map; (3) the Village has failed to provide evidence illustrating a change in the Property's environmental conditions since 2005, at which time the Village approved the Existing Hammock Boundaries Map, which did not identify hammock on the Property; (4) the Determination improperly relies on the Habitat Analysis (as defined below) dated June 22, 2022, and errantly disregards the findings in the Supplemental Assessment (as defined below) and the Environmental Report (as defined below); (5) the Determination errantly relies on the environmental development criteria imposed on "recently developed lots in the neighborhood", which is not a review criteria when determining the habitat classification of a property.

II. INCORRECT HABITAT CLASSIFICATION

The Village's determination misinterprets the Code by imposing a hammock quality determination pursuant to Section 30-1612(h)(1) as the habitat classification of the entire Property, errantly disregarding the environmental conditions, outside of any hammock, present on the Property. While it is true that upon a determination that hammock is present on a property, the Code requires that the hammock be analyzed for its quality and given a rating of low, moderate, or high quality. The Code does not, however, provide that the hammock rating determines the habitat analysis of the entire property being analyzed. In fact, the Code suffers from great ambiguity regarding how the presence of disturbed habitat on a parcel that contains hammock is classified.

However, based on the definitions provided in the Code, it is easy to ascertain that the habitat classification for the entire Property cannot logically be tropical hardwood hammock.

Firstly, the biologist and Village agreed that the Property did not contain hammock when drafting and approving the 2005 Map (as defined below), it is not reasonable for the village to now determine that the Property has a habitat classification of low-quality hardwood hammock without providing clear evidence of this substantial change in the Property's habitat.

Secondly, the Code defines Tropical Hardwood Hammock as "an upland, tropical hardwood forest community." The Code does not provide a definition of "forest", however, the Merriam Webster Dictionary defines a forest as "a dense growth of trees and underbrush on a large tract". The Property unequivocally does not contain a forest community, and therefore cannot have a habitat classification of tropical hardwood hammock. The Property does not meet the definition of a large tract. The Property is approximately 13,110 sf or 0.30096419 acres. When reviewing various municipal codes in Florida to find definitions of a "large tract", the smallest used to classify a tract as large was 40 acres. It is clear from this that the Property in question is not large enough to satisfy the definition of a forest community. In furtherance of this, the Environmental Report (as defined below) provides further evidence that the existing habitat on the Property does not satisfy the definition of a forest, providing: "literature for a patch this small (0.19 ac) could not be located. This may be due to the fact that, while there is no universal definition of forest, of the organizations that do define forest, the minimum area defined is generally in excess of 0.5 hectare (ha) (53,819 sf / 1.24 acres) or greater."¹ Additionally, the native vegetation identified on the Property equates to 19% of the aforementioned defined minimum areas, proving that the Property unequivocally cannot be defined as a forest community, and therefore by definition cannot be classified as tropical hardwood hammock.

Thirdly, pursuant to Code Section 30-32 disturbed land is defined as "land or an area of land that manifests signs of environmental disturbance which has had an observable effect on the structure and function of the natural community which existed on the site prior to the disturbance." It is evident from the evidence provided by the Applicant that the Property contains disturbed land, a fact that was reiterated in the Environmental Report and the Supplemental Assessment. The existence of disturbed land on the Property clearly shows that the Villages determination is errant as they completely disregarded the presence of disturbed land and instead are attempting to impose a far more restrictive habitat analysis on the Property.

The Code does in fact provide a list of possible habitat classifications for properties. In-fact, Section 30-1614 specifically lists the various habitat classifications that can be found in the Village, providing the following:

¹ This includes the definition by the following agencies and organizations; United States Department of Agriculture (USDA) Conservation Programs Manual, 1 acre minimum; The Convention on Biological Diversity, >0.5 ha, and the United Nations Food and Agriculture Organization (FAO), >0.5 hectare.

Habitat Classification	Minimum Open Space Requirement
Submerged lands (open water)	1.00
Beach berm	0.90
Mangrove and freshwater wetlands:	
Undisturbed	1.00
Disturbed	0.90
Saltmarsh and buttonwood wetlands:	
Undisturbed	1.00
Disturbed	0.90
Tropical hardwood hammock:	
High quality	0.90
Moderate quality	0.70
Low quality	0.50
Disturbed:	
With hammock	0.30
With saltmarsh and buttonwood	0.30
With beach/berm	0.30
With exotics	0.20
Scarified	0.20

As is clear from the above, the Code identifies both hammock (of any quality) and disturbed with hammock as separate habitat classifications. Accordingly, if a property is identified as containing both disturbed land and hammock, its habitat analysis should logically be identified as disturbed with hammock, which is consistent with the Code's habitat classifications contained in Section 30-1614.

Based on the above, it is clear that determining the quality of the hammock does not, and should not, determine the habitat classification of an entire property, unless the property is entirely covered with hammock. The Village's interpretation of the Code is a slippery slope in derogation of property rights, allowing the Village to impose unfairly restrictive habitat classifications on properties with even the smallest amount of hammock present to unfairly restrict otherwise permitted development.

III. ERRANT RELIANCE ON THE GIS MAP

Development applications on lands containing tropical hardwood hammock require a habitat analysis pursuant to Section 30-1613 of the Code. To help identify properties in the Village that contain hammock, the Code requires that the Village’s “planning and development services department shall maintain a map depicting the location of habitats within the village including the location of wetlands and tropical hardwood hammock.” §30-1612(a). In or around 2005, the Village engaged third party biologists to map the existing tropical hardwood hammock in the Village. The resulting Existing Hammock Boundaries Map has been consulted and cited in numerous Village decisions, citing both the existence of hammock on properties, and utilizing the maps to determine hammock patch size². Notably, the Village biologist has cited to the Map as the official map in determining the presence of Hammock and in determining the existence of hammock patches in Islamorada in public hearings, solidifying precedent that the Map is the official tool utilized by the Village in hammock review.³

That official habitat map—the Existing Hammock Boundaries Map 1, attached hereto as **Exhibit B** (the “Map”)—depicts the hammock habitats identified in the Tavernaero subdivision, which includes the Property. The Map does not identify any hammock habitat on the Property.

Additionally, when the Map was approved, there was clearly sufficient evidence to prove that the growth of trees was not dense enough, nor was sufficient hammock present to classify the Property as tropical hardwood hammock. The Village biologist asserts that there is sufficient hammock present to classify the property as low quality hardwood hammock, which is in direct contradiction to the biologist and official Map created and approved in 2005. Additionally, it is clearly ascertainable that the environmental conditions and habitat on the Property in or around 2005 are almost identical to the current environmental conditions and habitat on the Property today. Below are Florida Department of Transportation aerial photographs from 1994, 2003, 2006 and present day, clearly illustrating that there has been little to no change in the habitat on the Property from the time the 2005 Map was drafted and approved:

² See Future Land Use Map and Land Use district (zoning) Map amendment applications with file # **PLMA20200118** and # **PLMA20200118**.

³ See Id. (Village Biologist verbally represented that the 2005 Existing Hammock Maps were the maps needed to be referenced when determining hammock patch size).

1994 Aerial:



2003 Aerial:



2006 Aerial:



2023 Aerial:



It is clear from the above images that the habitat and environmental conditions on the Property have not changes significantly since 1994. Therefore, the 2005 Map, which was drafted specifically to identify hammock boundaries within the Village of Islamorada, did not include the Property because the Property did not contain sufficient hammock to warrant being classified as hammock.

The Village approved the approved and adopted the environmental designations provided in the 2005 Map and approved the Map as the Official Hammock Boundary Map, in the process accepting and approving that the Property was not designated as containing hammock. While the Village has, and continues to, utilize the 2005 Maps for hammock identification and patch size, the Village biologist asserts that the official habitat map is the Village GIS Web Mapping Application (the “GIS”). The GIS is not the Village’s official habitat map, as defined in Section 30-32 of the Code, but rather is a tool that is supposed to serve as a guide to habitat types⁴, a tool that has been proved to have inaccuracies⁵. Notwithstanding any inaccuracies in habitat mapping on the GIS, the Village has not provided sufficient evidence showing that the conditions and habitat on the Property has changed, in such a way, since the Village approved a designation showing no hammock on the 2005 Map, to a completely contradictory designation of tropical hardwood hammock on the GIS. In fact, the Village has not provided any evidence of a change in the environmental conditions or habitat on the Property since the drafting of the 2005 Map, and from the above, it appears that the Property’s existing habitat has not substantially changed since 1994, or 2005. It is simply not within the Village’s purview to change a property’s habitat designation, in derogation of a property owners right, without sufficient supporting evidence, which the Village has not provided.

Furthermore, regardless of any previous inaccuracies in the GIS habitat maps, it is notable that the GIS depicts two habitats on the Property, both hammock and disturbed. However, the Village is asserting that the Property’s habitat designation is entirely tropical hardwood hammock, which is directly contradictory to both the 2005 Map and the GIS. Even utilizing the GIS, the habitat classification on the Property should correctly be identified as disturbed with hammock.

IV. ERRANT RELIANCE ON HABITAT ANALYSIS

Pursuant to the Code, field verification was completed through two separate habitat analyses conducted on the Property and provided to the Village. New Leaf Environmental (“NLE”) provided its habitat analysis of the Property, dated June 22, 2022 (the “Habitat Analysis”), to the Village, as well as a supplemental assessment, dated February 2, 2023 (the “Supplemental Assessment”) which clarified its findings in the Habitat Analysis. The Applicant also submitted a habitat analysis completed by Cheon Environmental Consulting (“Cheon”), dated February 7, 2023 (the “Environmental Report”), after Cheon performed site visits on the Property on January 21 and 28, 2023.

⁴ See §30-1612(b).

⁵ GIS Habitat map identified beach berm and Mangrove fringe on a single property, which is an impossibility.

The Village's determination errantly relies upon the Habitat Analysis without considering the Supplemental Assessment and the Environmental Report. The Habitat Analysis is flawed because it assessed *only* the hammock habitat—it did not assess the Property as a whole, or any other habitat thereon. In fact, the Habitat Analysis focuses solely on determining the quality classification of the *hammock*, and in doing so, fails entirely to address the habitat classification of the *Property*, providing as its conclusion “the hammock on this parcel is initially rated as Low Quality.” While it is true that the hammock, in isolation, is classified as low quality, the Habitat Analysis does not provide a habitat classification because it does not consider the remaining habitats on the Property, including the disturbed land. As discussed above, the quality classification of hammock present on a property cannot be utilized to define an entire property's habitat classification, and that is certainly not the purpose of the habitat classification provided in the Code, otherwise disturbed with hammock would not be presented as a habitat classification.

In furtherance of the above, when considering the Habitat Analysis and the Supplemental Assessment, which NLE provided as a clarification, it is evident that the habitat classification of the Property changes once the entire Property is evaluated. NLE acknowledged that the habitat Analysis was errantly based on the evaluation of one (1) habitat type and issued the Supplemental Assessment to correct it. The Supplemental Assessment explains that “NLE's findings that the onsite habitat contains a *Low-Quality Hammock* were based upon the fact that the property is mapped by the Village as containing a designated hammock area (attached).” The attached map referenced is the GIS, not the official habitat map. As the initial findings in the Habitat Analysis were based on identification of hammock on an unofficial habitat map, it further undercuts the determination in the Habitat Analysis. The Supplemental Assessment goes on to recommend that the Village consider a revised designation of disturbed with hammock for the Property based on NLE's assessment of the Property as a whole: “the lack of tree canopy through the majority of the site, the scarified nature of most of the site, dominant cover by vines, and the lack of any surrounding functional hammock habitat[.]”

The Supplemental Assessment does not contradict the Habitat Analysis—the hammock in a disturbed with hammock habitat is likely, if not always, going to be low quality (as is the case here). The Supplemental Assessment simply clarified the Habitat Analysis and properly determined that the Property's habitat should be classified as disturbed with hammock. The Village improperly disregarded the Supplemental Assessment in coming to its Determination, and like the Habitat Analysis, focused solely on the Property's hammock instead of the entirety of the habitat on the Property.

Contrary to the requirements of the Code, the Applicant provided the Village with a second habitat analysis from an independent third-party with no ties to NLE. The Environmental Report does not suffer from the same failures found in the Habitat Analysis. First, the Environmental Report recognized the discrepancy in the identification of hammock on the Property between the maps: “While the Village of Islamorada GIS Web Mapping Application indicates the parcel contains approximately 0.19 acres of hammock habitat, a separate map does not assign the hammock designation to the parcel[.]” Further, it correctly analyzed the entirety of the Property's

habitat, specifically addressing the disturbed habitat onsite—“[t]he front of the parcel is, with the exception of miscellaneous grasses and herbs, devoid of vegetation[;]” “[t]he isolated parcel has an extremely limited patch of native vegetation[.]” Based upon field verification from two separate site visits, the Environmental Report correctly found that the Property is “best classified as **Disturbed with Hardwood Hammock.**”

Although the Applicant provided two (2) separate, independently drafted habitat analyses, a step above what is required in the Code, both of which come to the same conclusion – the Property should be classified as disturbed with hammock, the Village simply disregards the factual findings in the Environmental Report and the Supplemental Assessment, and instead relies incorrectly and unfairly on the initially flawed Habitat Analysis and GIS mapping tool.

V. NEIGHBORHOOD LOTS

The Determination further relies on an arbitrary standard created by the Village that is not relevant to the classification of a property’s habitat. The Determination arbitrarily includes reference to property outside the boundary of the subject Property, providing: “the Property contains the same vegetative cover as several other lots within that neighborhood which were also classified as low-quality hammock. The lots containing hammock within that neighborhood that were developed recently have been held to the environmental development criteria including a maximum of 50% of the hammock area able to be cleared and a grant of conservation easement required for the remain portion of the hammock.” Based on this, the inference is that because properties within the neighborhood have been found to have a certain habitat classification, the subject Property must be held to have the same. Interestingly, the Code does not require, nor include any provision for the comparison of outside lots when determining the habitat classification of a property. In fact, the intent behind the required habitat analysis in the Code contemplates the very nature of natural habitats and how they can differ drastically from area to area, and lot to lot.

If, as the Village is asserting, a property’s habitat can be determined based on outside properties, then there is little to no reason to provide a habitat analysis, which is entirely contradictory to the Code’s intent. The Land Development Code and the Comprehensive Plan are tools to guide development in Islamorada, and any application for development must be reviewed against the regulations contained therein on an individual basis. Basing a determination on previous development approvals, building permits, or reviews associated with a different property, destroys a property owner’s right to a fair review process under the Land Development Code and the Comprehensive Plan. NO two (2) properties, especially in the Florida Keys, are environmentally identical, and attempting to monotonize environmental review by comparing separate properties previous habitat classifications is simply an impossibility.

Furthermore, if this arbitrary standard were to be accepted, then contiguous properties should carry the most weight in the review. In this instance, the Property is surrounded by an airport, a right-of-way, and two (2) disturbed properties developed with residential dwelling units.

Utilizing the Village's logic, the subject Property should be classified and subject to the same environmental standards as the contiguous parcels.

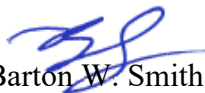
Finally, the Village has not provided any evidence to support the above claim regarding lots containing hammock, nor provided reference to which properties are included in this unreasonable and arbitrary statement.

VI. Conclusion

Based on the above, the Applicant respectfully requests that the Determination be reversed, and that the Property be correctly identified as having a disturbed with hammock habitat classified because it is comprised of both disturbed land and hammock. The Determination ignores these facts based on field verification by certified biologists and set forth in the Environmental Report and Supplemental Assessment. The Determination is also based on errors of law and is inconsistent with the Code as it disregards the provisions establishing the disturbed with hammock habitat. Further, the Determination is inconsistent with the habitat designations on the Village's Existing Hammock Boundaries Map.

If you have any questions and/or concerns, or require anything further, please do not hesitate to reach out to the office.

Sincerely,


Barton W. Smith

BWS/JG/bg

Enclosures

EXHIBIT A

From: [Daniel Gulizio](#)
To: [Bart Smith](#)
Cc: [Jennifer DeBoisbriand](#); [Daniel Parobok](#); [Brandi Green](#)
Subject: FW: 186 S airport Road
Date: Thursday, May 25, 2023 8:41:00 AM

Bart,

As discussed, below please find the review of the revised habitat analysis provided in connection with 186 S. Airport Road. We have attempted to reconcile the two reports, but after an additional site inspection, have come to the conclusion detailed below. Please let us know if you have any questions.

Sincerely,

Daniel J. Gulizio, Director
Planning and Development Services
(305) 664-6422
planningdirector@islamorada.fl.us

From: Daniel Parobok <daniel.parobok@islamorada.fl.us>
Sent: Thursday, May 25, 2023 8:18 AM
To: Daniel Gulizio <planningdirector@islamorada.fl.us>
Subject: FW: 186 S airport

Daniel Parobok
Senior Environmental Planner/Village Biologist

Certified Arborist FL-6801A
Tree Risk Assessment Qualified
LIAF Certified Landscape Inspector
FDEP Qualified Stormwater Management Inspector

(305) 481-9654 – Cell
(305) 664-6497 - Direct
daniel.parobok@islamorada.fl.us

****How are we doing? Click [here](#) to complete our Customer Survey****

Please Note: Florida Public Records Law provides that most written communications to or from municipal employees regarding Village business are public records, available to the public and media upon request. Therefore, this email may be subject to public disclosure.

From: Daniel Parobok
Sent: Wednesday, May 24, 2023 4:32 PM
To: Dan Gulizio <dan.gulizio@islamorada.fl.us>
Subject: 186 S airport

EXHIBIT A

Dan,

Per our discussions, I have reviewed both the habitat analysis provided by the applicant for the above property. I agree with the first analysis provided by Mr. McCoy stating that the habitat is low quality hammock. This property contains the same vegetative cover as several other lots within that neighborhood which were also classified as low quality hammock. The lots containing hammock within that neighborhood that were developed recently have been held to the environmental development criteria including a maximum of 50% of the hammock area able to be cleared and a grant of conservation easement required for the remain portion of the hammock.

I recently visited the site again to see if the hammock line provided in the habitat analysis was accurate or conservative. Ground truthing discovered that the hammock boundary line as drawn by Mr. McCoy was accurate.

The current site plan does not meet the environmental development criteria set forth in Division 4 of Village Code.

Daniel Parobok
Senior Environmental Planner/Village Biologist

Certified Arborist FL-6801A
Tree Risk Assessment Qualified
LIAF Certified Landscape Inspector
FDEP Qualified Stormwater Management Inspector

(305) 481-9654 – Cell
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EXHIBIT B

Islamorada, Village of Islands

EXISTING HAMMOCK BOUNDARIES MAP 1



Data Source:
U.S. Geological Service
Monroe County Property Appraiser
Islamorada, Village of Islands.

Produced By:
Brian T. Sheahan, AICP
Planning & Development Services, 2005.

NOTE: This map is not survey accurate. This map is intended to represent the general location of a point or feature with respect to other points or features on the same map. The Village will not be responsible for any source document errors or omissions in the information compiled by others which have been incorporated into this map.

Legend

-  Tropical Hardwood Hammock
-  Property Lines

0 265 530 1,060 Feet

μ

NOTE: ALL EXISTING HAMMOCK AREAS MAY NOT BE INCLUDED IN THIS MAP. PLEASE CONSULT WITH THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT IF YOU HAVE QUESTIONS.

EXHIBIT B

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE ADMINISTRATIVE APPEAL FILED BY SMITH HAWKS, PL ("AGENT") ON BEHALF OF BRANDON J. DAVIS (OWNER) RELATING TO THE ENVIRONMENTAL PLANNER/BIOLOGIST'S DETERMINATION REGARDING HABITAT CLASSIFICATION; FOR PROPERTY LOCATED AT 186 S AIRPORT RD, ON PLANTATION KEY HAVING PARCEL NUMBER 00437493-005100; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Smith Hawks, PL ("Agent") applied for Administrative Appeal on behalf of Brandon J. Davis ("Owner") relating to the Environmental Planner/Biologist's determination of the habitat classification for building permit number PRSFC202201486, for property located at 186 Airport Rd ("the Property"), on Plantation Key, having parcel number 00437493-005100; and

WHEREAS, on April 18, 2023, the Environmental Planner/Biologist provided a habitat classification determination to the Agent; and

WHEREAS, May 18, 2023, the Agent filed an Administrative Appeal relating to the Environmental Planner/Biologist's habitat classification determination; and

WHEREAS, the Village Council conducted a duly noticed Public Hearing on August 17, 2023 regarding the Request to Appeal the Environmental Planner/Biologist habitat classification determination; and

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. Findings of Fact.

The Village Council, having considered the testimony and evidence presented by all parties, including Village Staff, does hereby find and determine:

(1) The applicant **has/has not** met the standards for an Administrative Appeal of the Environmental Planner/Biologist's habitat classification determination contained within Sec. 30-281 (Administrative Appeals) of the Village Code.; and

(2) The habitat classification determination provided by the Village Environmental Planner/Biologist **does/does not** accurately reflect the habitat classification of the subject property; and

(3) The Village Council **approves/denies** the Request submitted by the Agent on behalf of the Owner.

Section 3. Conclusions of Law.

Based upon the above Findings of Fact, the Village Council does hereby make the following Conclusions of Law:

(1) The Request has been processed in accordance with the Village Comprehensive Plan and the Code; and

(2) In rendering its decision, as reflected in this Resolution, the Village Council has:

(a) Accorded procedural due process; and

(b) Observed the essential requirements of the law; and

(c) Supported its decision by competent substantial evidence contained within the record.

Section 4. Effective Date.

This Resolution shall not take effect until after both thirty (30) days following the date it is filed with the Village Clerk, during which time the Request herein shall be subject to appeal as provided in the Code; and following the thirty (30) days, this resolution shall not be effective or acted upon by the Agent until forty-five (45) days following the rendition to the Department of Economic Opportunity (DEO), pursuant to Chapter 9J-1 of the Florida Administrative Code. During those forty-five (45) days, the DEO may appeal this resolution to the Florida Land and Water Adjudicatory Commission, and that such an appeal stays the effectiveness of this Resolution until the appeal is resolved by agreement or order.

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	___
Councilmember Mark Gregg	___
Councilmember Elizabeth Jolin	___
Councilmember Henry Rosenthal	___

PASSED AND ADOPTED THIS 17th DAY OF AUGUST, 2023.

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN QUICK, INTERIM VILLAGE ATTORNEY



Council Communication

To: Mayor and Village Council
From: Jennifer DeBoisbriand , Planning Director
Date: August 17, 2023
SUBJECT: **Application for Administrative Relief - Sojourn Properties - TAB 18**

Background:

Island Construction Management (the "Applicant") on behalf of Sojourn Inc (the "Property Owner") has applied for Administrative Relief (the "Application") pursuant to Section 30-477 of the Code of Ordinances (the "Code") of Islamorada, Village of Islands, Florida (the "Village"). Village Code Section 30-477 requires that a public hearing be held, during which the Village Council of Islamorada, Village of Islands (the "Village Council") shall consider all evidence presented regarding the Application, and shall follow the procedures, standards and criteria found within Code Sections 30-552 and 30-553, "Beneficial Use." The burden of proof shall be on the Applicant.

There are four properties (4) seeking Administrative Relief. The subject properties (the "Properties") are located in the Sojourn Property subdivision on Lower Matecumbe Key further described in Exhibit "A" of the proposed Resolution (Attachment 1). Applications for Building Permit Allocation System (the "BPAS") were submitted on June 23, 2023. Pursuant to a settlement agreement (Resolution 08-07-48) dated July 24, 2008, the Property Owner is entitled to six (6) market rate BPAS allocations, two of which are to be awarded immediately and four are to receive four (4) perseverance points upon entering BPAS, equivalent to four (4) years in the BPAS making them eligible for Administrative Relief. Pursuant to the requirements set forth in Code Section 30-477(a), the Applicant is eligible to apply for Administrative Relief. The Applicant submitted the Applications for Administrative Relief on June 22, 2023 (Attachments 2-5).

Analysis:

Pursuant to Code Section 30-553, when considering an application for relief, the Village Council shall consider the following factors, in addition to guidelines within the comprehensive plan:

(1) Whether the comprehensive plan or land development regulations in effect at the time of the filing of the beneficial use application are rationally related to a legitimate government interest.

The Applicant has not asserted that either the Comprehensive Plan or Land Development Regulations in effect at this time are not rationally related to a legitimate government interest. Both the Comprehensive Plan and Land Development Regulations in effect are rationally related to a number of legitimate government interests, as outlined in the Village's

Comprehensive Plan and Principles for Guiding Development within the Florida Keys Area of Critical State Concern [F.S. 380.0552(7)]. The State Land Planning Agency (the Florida Department of Economic Opportunity ("DEO")) has confirmed this through the approval of the Village's Comprehensive Plan and Land Development Regulations.

(2) Whether the comprehensive plan or land development regulations in effect at the time of the filing of the beneficial use application deny all reasonable economic use of the parcel of real property.

The Applicant has not asserted that either the Comprehensive Plan or Land Development Regulations in effect at this time are denying all reasonable economic use of the Properties.

(3) Relevant parcel.

a. Platted lots: If an applicant owns more than one platted lot, a question may exist as to whether more than one of the applicant's platted lots should be considered together as one parcel for the beneficial use determination. In determining the relevant parcel, the Village Council should focus on "the parcel as a whole" and not on particular segments or portions of the parcel. The village council shall consider three factors to determine whether individual platted lots should be combined and considered as one parcel for the purpose of the beneficial use determination:

- 1. The "physical contiguity" of the lots;**
- 2. The "unity of ownership" of the lots (i.e., does the applicant own all of the lots in question);**
- 3. The "unity of use" between the lots, i.e., platted urban lots should generally be considered as separate uses, but can be combined for purposes of a beneficial use determination if the lots are part of a larger property, based on an analysis of the following factors, which must be applied to the particular facts and circumstances on a case-by-case basis:**
 - i. Was it the intent of the landowner to use the lots for a single use?**
 - ii. What is the suitability of the lots for a single or separate use versus a combined use?**
 - iii. Are the lots dependent on each other for the ability to have a single use?**
 - iv. Is there a reasonable economic use of the lots if unified?**
 - v. What is the current zoning of each lot?**
 - vi. What is the physical size and appearance of the lots and how are adjacent properties used or developed?**
 - vii. What is the actual current use of the lots?**
 - viii. What is the possibility of the lots being used together in the next ten years?**

Factor 3a is not applicable to the Properties as required by the settlement agreement the Property Owner's single parcel of land was required to be platted into six (6) individual parcels.

b. The village council shall not consider anything less than a platted lot to be a parcel of real property.

The Properties are legally platted lots recorded in Plat Book 7, Page 99 of the Public Records of Monroe County Florida.

(4) Once the relevant parcel is determined, the village council must analyze the following factors for that parcel:

a. The economic impact of the regulation on the parcel; and

Not applicable. Economic impact has already been considered through the settlement agreement.

b. The extent to which the regulation has interfered with the applicant's investment-backed expectations for the parcel, including any relevant factors such as:

1. The history of the parcel (i.e., When was it purchased? How much land was purchased? Where was the parcel located? What was the nature of title? What was the natural character of the land and how was it initially used?);

The original parcel of land was purchased on March 2, 1998 through Warranty Deed for \$500,000.

In 2003, as reported in the Property Owner's request for rezoning, the natural character of the land was defined as disturbed with invasive exotic vegetation and the shoreline was unaltered with mangrove fringe. The historical use of the land at that time was commercial fishing and trap storage.

2. The history of the development of the parcel (i.e., What was built on the parcel and by whom? How was it subdivided and to whom, when and at what price was it sold? What plats were applied for or approved? What infrastructure is in place?);

The Properties have no physical structures. The Properties were legally platted in 2023 through Resolution 23-04-35. Infrastructure is available to serve the Properties; both electricity and potable water are available.

3. The history of zoning and regulation (i.e., How, and when was the parcel classified? How was the use proscribed? What changes in classifications occurred?);

Prior to the effective date of the Village Comprehensive Plan on December 6, 2001, the properties were within the Residential Low (RL) FLUM of the Monroe County Comprehensive Plan effective January 4, 1996.

The Properties were given the Recreation and Open Space (RO) FLUM category designation during the adoption phase of the Village's Comprehensive Planning process. The Property Owner applied for, and the Village approved, a change to the FLUM designation of the Property from Recreation Open Space (RO) to Residential High (RH) (Ordinance NO. 07-33).

The Property Owner filed for, and the Village approved through stipulated agreement, to change the Village's Zoning Map designation on the Properties from Recreation (R) to Multi-Family (MF) with a Declaration of Restrictive Covenants to limit future development to no more than six (6) detached single-family market rate residential dwelling units along with customary accessory uses.

4. How development changed when title was passed;

The Properties have remained undeveloped since the purchase.

5. What is the present nature and extent of the use of the parcel;

Presently, the Properties are undeveloped and meet the minimum lot size and density for single-family homes. The Properties are within a platted subdivision.

6. What were the reasonable expectations of the landowner under Florida common law;

The Property Owner's expectation is set forth in the stipulated settlement agreement (Resolution 08-07-48). The Property Owner has complied with the stipulations set forth in the settlement agreement.

7. What were the reasonable expectations of the neighboring landowners under Florida common law;

Neighboring landowners have the reasonable expectation that the land surrounding them will be developed in character with the existing development and land use and zoning regulations. The Properties are currently undeveloped. It is reasonable to assume that the neighboring landowners could expect the development of single-family dwelling units but only after demonstration of compliance with the applicable regulations and the receipt of required allocations through the BPAS.

8. What was the diminution in the investment-backed expectations of the landowner, if any, after passage of the regulation; and

The Village's BPAS regulations were in effect at the time the Applicant submitted the applications into the BPAS and therefore do not result in a diminution in the investment-backed expectation of the Applicant.

9. What was the appraised fair market value of the parcel immediately before and immediately after the effective date of the regulation?

According to the Monroe County Property Appraiser Property Record Card, the taxable value for the Properties on November 1, 2000 (prior to the effective date of the Comprehensive Plan) was \$322,438. The taxable value of the Properties on November 1, 2002 was \$331,284.

Additional Information provided by the Applicant:

- The Applicant has complied with all requirements of the Building Permit Allocation System (BPAS).
- The BPAS application has not been withdrawn at any time.
- The Applicant has not applied for a deferral.
- The Applicant, as stated, is seeking four individual Market Rate BPAS allocations.

Remedies offered under Code Section 30-477(f): At the conclusion of the public hearing, the Village Council may take any or a combination of the following actions:

- (1) Grant the applicant an allocation award for all or part of the allocation requested in the next succeeding allocation period or extended pro rata over several succeeding allocation

periods.

- (2) Offer to purchase the property at its fair market value.
- (3) Suggest such other relief as may be necessary and appropriate.

The Village currently has twenty-seven (27) allocations available for administrative relief.

Budget Impact:

The budget impact would be determined by the action of the Village Council.

Staff Impact:

The staff impact would be determined by the action of the Village Council.

Recommendation:

Staff recommends the Village Council consider the evidence presented and adopt the proposed Resolution attached accordingly (Attachment 1).

- Attachments:**
1. Resolution Sojourn Properties
 2. Sojourn Lot 1
 3. Sojourn Lot 2
 4. Sojourn Lot 4
 5. Sojourn Lot 6

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST BY ISLAND CONSTRUCTION MANAGEMENT, FOR ADMINISTRATIVE RELIEF FROM THE VILLAGE BUILDING PERMIT ALLOCATION SYSTEM (BPAS) FOR PROPERTIES HAVING PARCEL ID NUMBERS 00394480-001100, 00394480-001200, 00394480-001400, 00394480-001600 LOCATED IN LOWER MATECUMBE KEY, AS LEGALLY DESCRIBED IN EXHIBIT "A"; PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF ECONOMIC OPPORTUNITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Chapter 30, Article IV, Division 11 "Building Permit Allocation System," Section 30-477 "Administrative Relief," of the Code of Ordinances (the "Code") of Islamorada, Village of Islands (the "Village"), Island Construction Management ("Applicant") on behalf of Sojourn Inc (the "Property Owner") has applied to the Village Council of Islamorada, Village of Islands, Florida (the "Village Council") for administrative relief from the Village Building Permit Allocation System (the "BPAS") for properties having parcel ID numbers 00394480-001100, 00394480-001200, 00394480-001400, 00394480-001600 located in the Sojourn Property subdivision on Lower Matecumbe Key, as legally described in Exhibit "A", and

WHEREAS, on August 17, 2023, a duly noticed public hearing was held by the Village Council to consider the applications for administrative relief; and

WHEREAS, following the public hearing, upon review and examination of the record, the Village Council finds that pursuant to the requirements of the Village Code and existing case law, the Applications demonstrate a beneficial use providing economic benefit to the Property Owner.

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

Section 1. **Findings.** The Village Council, having considered the testimony and evidence

presented by all parties, including the Applicant, does hereby find and determine that:

- (1) The hearing was properly noticed, the Applications and the supporting documents and materials were properly before the Village Council for consideration, and all interested parties concerned in the matter were given the opportunity to be heard.
- (2) The Applications, based on the evaluation meet the standards set forth in Sections 30-477 and 30-533 of the Village code to require remedial action to provide for administrative relief in the form of building permit allocations.

Section 2. Conclusions of Law.

- (1) That granting of the Applications is consistent with the Village Code and will not be detrimental to the community as a whole.
- (2) That in rendering its decision as reflected in this Resolution, the Village Council has:
 - a. Accorded procedural due process;
 - b. Observed the essential requirements of the law; and
 - c. Supported its decision by competent substantial evidence of record.
- (3) Approval of administrative relief is hereby granted.

Section 3. Effective Date. This Resolution shall not take effect until after both thirty (30) days following the date it is filed with the Village Clerk, during which time the Request herein shall be subject to appeal as provided in the Code; and following the thirty (30) days, this Resolution shall not be effective or acted upon by the Owner until forty-five (45) days following the rendition to the Florida Department of Economic Opportunity ("DEO"), pursuant to Chapter 73C-44.002 of the Florida Administrative Code. During those forty-five (45) days, the DEO may appeal this Ordinance to the Florida Land and Water Adjudicatory Commission, and that such an appeal stays the effectiveness of this Resolution until the appeal is resolved by agreement or order.

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilmember Mark Gregg _____

Councilmember Elizabeth Jolin _____

Councilmember Henry Rosenthal _____

PASSED AND ADOPTED THIS 17th DAY OF AUGUST, 2023.

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN QUICK, INTERIM VILLAGE ATTORNEY

This Resolution was filed in the Office of the Village Clerk of this ____ day of _____, 2023.

EXHIBIT "A"
(LEGAL DESCRIPTIONS)

Parcel ID: 00394480-001100

LOT 1 OF THE SOJOURN PROPERTY, PLAT BOOK 7, PAGE 99 (A REPLAT OF PT TRACT 5 MATECUMBE SANDY BEACH PB3-127 LOWER MATECUMBE KEY) OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

Parcel ID: 00394480-001200

LOT 2 OF THE SOJOURN PROPERTY, PLAT BOOK 7, PAGE 99 (A REPLAT OF PT TRACT 5 MATECUMBE SANDY BEACH PB3-127 LOWER MATECUMBE KEY) OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

Parcel ID: 00394480-001400

LOT 4 OF THE SOJOURN PROPERTY, PLAT BOOK 7, PAGE 99 (A REPLAT OF PT TRACT 5 MATECUMBE SANDY BEACH PB3-127 LOWER MATECUMBE KEY) OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

Parcel ID: 00394480-001600

LOT 6 OF THE SOJOURN PROPERTY, PLAT BOOK 7, PAGE 99 (A REPLAT OF PT TRACT 5 MATECUMBE SANDY BEACH PB3-127 LOWER MATECUMBE KEY) OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.



ISLAMORADA, VILLAGE OF ISLANDS
PLANNING AND DEVELOPMENT SERVICES DEPARTMENT

BUILDING PERMIT ALLOCATION SYSTEM (BPAS) APPLICATION

Pursuant to Code Chapter 30, Article IV, Division 11

- ☒ Residential Market Rate \$300.00
☐ Non- Residential \$300.00

An application must be deemed complete and in compliance with Village Code prior to the items being scheduled for review. Incomplete applications will be returned.

PLEASE NOTE: THIS APPLICATION ACCEPTED BY APPOINTMENT ONLY.

APPLICANT / AGENT (if applicable): Property owner must submit a **notarized** letter authorizing the applicant/agent to act on their behalf including the agent's name, address and phone number.

Name: Amie Owens, Julie Marcil or Donald Horton
Mailing Address: 88888 Overseas Hwy
City: Tavernier State: Florida Zip: 33070
Primary Phone: 305-852-9607 Fax: _____
Email: office@icm.build

PROPERTY OWNER:

Name: Sojourn Inc.
Mailing Address: 555 NE 15th St Ste 2C
City: Miami State: Florida Zip: 33132
Primary Phone: _____ Fax: _____
Email: kerrymmarsh@gmail.com

LEGAL DESCRIPTION OF PROPERTY: If in metes and bounds, attach legal description on separate sheet.

Physical Address: 74650 Overseas Hwy, Islamorada, FL., 33036 Mile Marker: 74.6
Lot: 1 Block: _____ Subdivision: Sojourn property
☐ Plantation Key ☐ Windley Key ☐ Upper Matecumbe Key ☒ Lower Matecumbe Key
Real Estate (RE) Number: 00394480-001100 Alternate Key: 9105147

PROPERTY DESCRIPTION:

Zoning District: MF Future Land Use Category: RH
Total Land Area: 18,100.00 Square Feet: 0.416 Acres
Existing Use of Property: Vacant land
Proposed Use of Property: Single family residence
Associated building permit number: PRSFC202300428

PROPOSED BPAS ALLOCATION:	Existing	Proposed	Change
Number market-rate residential dwelling units:	0	1	1
Total non-residential floor area (square feet):	0	0	0
Number of transient units (hotel/motel rooms, recreational vehicles):	0	0	0

Have any applications been submitted for this property within the past three years? ☐ Yes ☒ No
If yes, provide name of the applicant and date of application: _____

PLEASE CHECK ANY OF THE FOLLOWING STATEMENTS THAT APPLY TO YOUR PROPOSAL AND ATTACH ALL REQUIRED DOCUMENTS:

☐ The proposal includes dedication of vacant, buildable land. Please attach a letter from the Planning and Development Services Department testifying to the suitability of the lot(s) to be dedicated, and enclose the existing Warranty Deed indicating that the BPAS Applicant is the current owner of the property and proposed Warranty Deed running in favor of Islamorada, Village of Islands conveying the land. Please note that quit claim deeds will not be accepted.

☐ The proposal includes the transfer of off-site existing non-residential floor area. If you check this box, you are required to conduct a pre-application conference and obtain conditional use approval for the sender and receiver sites prior to submitting this application. No building permit shall be issued for non-residential floor area until the sending site structure is demolished pursuant to a demolition permit and a final inspection for the demolished floor area has been completed by the Building Services Department. A copy of the final Building Services demolition inspection report must be attached with this application.

I certify that I am familiar with the information contained in this application, and that to the best of my knowledge such information is true, complete and accurate. I certify that all information required has been provided.



Signature of Applicant or Agent

6-22-23
Date

Print Name: David W. Horton

Digital signatures do not require notarization when they can be verified by a Trusted Certificate issued by a third-party Certificate Authority. If you are not using a "verifiable digital signature", print this document and have it notarized.

STATE OF Florida
COUNTY OF Monroe

Sworn to and subscribed before me by means of ☒ physical appearance or ☐ online notarization, this 22 day of June, 2023, by David Horton (Name of person signing the application) as Agent (type of authority e.g. officer, manager / member, trustee, attorney in fact) for Sojourn Inc (name of entity or party on behalf of whom application was executed).



Signature of Notary Public—State of Florida

SEAL:



☒ Personally Known ☐ Produced Identification Type of ID

STAFF ONLY: Received by AT

Date 6/23/23

Time 1:01 pm

Permit # 202300428



AGENT AUTHORIZATION LETTER

Islamorada, Village of Islands, Florida • Planning and Development Services Department
86800 Overseas Highway • Islamorada, Florida 33036 • 305-664-6400 • www.islamorada.fl.us

Note: Pursuant to Section 30-212(d)(2) of the Code of Ordinances of Islamorada, Village of Islands, Florida (the "Village"), all owners and any person having a contractual interest in the land shall give their permission for every application for a development permit. Therefore, more than one agent authorization letter must be submitted if there are multiple owners or persons having a contractual interest in the site.

Date: 5/26/23

I hereby authorize Amie Owens, Julie Marcil and/ or Don Horton 88888 Overseas Highway Tavernier, FL 33070 305.852.9607
(Name, Address and Phone Number of Authorized Agent)

to be listed as authorized agent on behalf of Sojourn, Inc. KERRY M. MARSH
(Name of Owner or Person Having Contractual Interest)

for the purpose of conducting all business necessary to process and obtain approval from the Village Planning and Development Services Department, in regard to:

BPAS Application

(Project Name / Application Type)

Property Address: 74650 OVERSEAS Hwy

Real Estate Number(s): 00394480-001100

This authorization shall be effective on the date this affidavit is notarized and shall remain in effect until terminated by the undersigned owner. This authorization acts as a durable power of attorney only for the purposes stated herein.

The undersigned understands the liabilities involved in the granting of this agency and accepts full responsibility, thus holding the Village harmless, for any and all of the actions of the agent named, related to the acquisition of development permits for the aforementioned owner/applicant.

Digital signatures do not require notarization when they can be verified by a Trusted Certificate issued by a third-party Certificate Authority. If you are not using a "verifiable digital signature", print this document and have it notarized.

Property Owner Signature: _____

Printed Name: KERRY M. MARSH

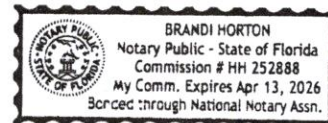
STATE OF FL

COUNTY OF Monroe

Sworn to and subscribed before me by means of ☒ physical appearance or ☐ online notarization, this 26 day of May, 2023, by Kerry Marsh (name of person signing the application) as officer (type of authority e.g. officer, manager / member, trustee, attorney in fact) for Sojourn, Inc. (name of entity or party on behalf of whom application was executed).

Brandi Horton
Signature of Notary Public - State of Florida

SEAL:



☒ Personally Known ☐ Produced Identification Type of ID _____

RESIDENTIAL BPAS SCORE SHEET

Rev. 1
J.T. 6/23/23

APPLICANT NAME: ISLAND CONSTRUCTION MANAGEMENT INC

PERMIT #: PRSFC202300428

DATE OF REVIEW: 6-5-23

DATE OF APPLICATION INTO BPAS: TOTAL POINTS:

20 19

1. PLATTED SUBDIVISION INFILL (+10) Points 10
(Legally platted, **recorded subdivisions** served by infrastructure including at a minimum potable water, electricity, and paved roadways)
2. INFRASTRUCTURE AVAILABILITY (+5) Points
(A dwelling unit **outside** of a *legally platted, recorded subdivision*, but the lot or parcel proposed for development is served by existing infrastructure, including, at a minimum, potable water, electricity, and roadways which are paved)
3. LOT AGGREGATION (+3) Points
4. LAND DEDICATION (+2 or +4) Points
5. HABITAT PROTECTION Points 1
 - ☐ Group 4 (-10)
 - ☐ Group 3 (-7)
 - ☐ Group 2 (-2)
 - ☒ Group 1 (+1)
6. THREATENED OR ENDANGERED ANIMAL SPECIES Points
 - ☐ Known Threatened/Endangered Species Habitat
 - ☐ Probable or Potential Threatened/Endangered Species Habitat
 - ☐ Habitat of Wide-Ranging Threatened/Endangered Species
 - ☐ Development Within 100 feet of Known Sea Turtle Nesting Area
 - ☐ Development Within 500 feet of Known Piping Plover Area
7. CRITICAL HABITAT AREA (-10) Points
8. COASTAL BARRIER RESOURCES SYSTEM (CBRS) (-10) Points
9. PERSEVERANCE POINTS (+1 or +2) Points 4
10. COASTAL HIGH HAZARD AREA. Points -2
 - ☒ Development Within AE Zone (-2) AE 10
 - ☐ Development Within VE Zone (-7)
11. ENERGY CONSERVATION Points ~~2~~ 3
 - ☒ Installed Air Conditioning Units Rating 12 or Higher (+1)
 - ☒ Heat Recovery Unit or Solar Hot Water Heater (+1) Rev. 1
 - ☒ 2500 Gallon Concrete Cistern with gutters and a pump out system (+1)
12. STRUCTURAL INTEGRITY OF CONSTRUCTION Points 2
 - ☒ 160 Mph Wind Load (+1)
 - ☒ 175 Mph Wind Load (+1)
13. AFFORDABLE HOUSING (+3) Points
(+3 points per application which proposes affordable housing development with four or more new units within the same structure)
14. CENTRAL SEWER (+2) Points 2
(+2 points per application which proposes a dwelling unit on a parcel served by a collection line within a central wastewater facility service area where a central wastewater facility service area has been constructed)



Disclaimer

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be relied on for any other purpose.

By continuing into this site you assert that you have read and agree to the above statement.

Summary

Parcel ID 00394480-001100
 Account# 9105147
 Property ID 9105147
 Millage Group 50VI
 Location Address 74650 OVERSEAS Hwy, LOWER MATECUMBE KEY
 Legal Description LOT 1 SOJOURN PROPERTY PB7-99 (A REPLAT OF PT TRACT 5 MATECUMBE SANDY BEACH PB3-127 LOWER MATECUMBE KEY) OR3224-289
 (Note: Not to be used on legal documents.)
 Neighborhood 10024
 Property Class COMMERCIAL (1000)
 Subdivision SOJOURN PROPERTY
 Sec/Twp/Rng 20/64/36
 Affordable Housing No

Owner

[SOJOURN INC](#)
 555 NE 15th St
 Ste 2C
 Miami FL 33132

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
COMM/HWY/CANAL (1MHC)	18,100.00	Square Foot	0	0
(9500)	0.19	Acreage	0	0

View Tax Info

[View Taxes for this Parcel](#)

Map



No data available for the following modules: Valuation, Historical Assessments, Buildings, Yard Items, Sales, Permits, Sketches (click to enlarge), Photos, TRIM Notice.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
SOJOURN, INC.

Filing Information

Document Number P98000018853
FEI/EIN Number 65-0823106
Date Filed 02/26/1998
State FL
Status ACTIVE
Last Event AMENDMENT
Event Date Filed 05/12/2022
Event Effective Date NONE

Principal Address

517 IDLEWYLD DR.
FORT LAUDERDALE, FL 33301

Changed: 05/12/2022

Mailing Address

517 IDLEWYLD DR.
FORT LAUDERDALE, FL 33301

Changed: 05/12/2022

Registered Agent Name & Address

NICOLA L. ZAGAROLO & ASSOCIATES PA
3800 NE THIRD AVE.
POMPANO BEACH, FL 33064

Name Changed: 05/12/2022

Address Changed: 02/02/2005

Officer/Director Detail

Name & Address

Title P

MARSH, KERRY
517 IDLEWYLD DR.
FORT LAUDERDALE, FL 33301

Title S

MARSH, MICHELE
517 IDLEWYLD DR.
FORT LAUDERDALE, FL 33301

Annual Reports

Report Year	Filed Date
2021	03/06/2021
2022	04/09/2022
2023	03/06/2023

Document Images

03/06/2023 -- ANNUAL REPORT	View image in PDF format
05/12/2022 -- Amendment	View image in PDF format
04/09/2022 -- ANNUAL REPORT	View image in PDF format
09/23/2021 -- Amendment	View image in PDF format
03/06/2021 -- ANNUAL REPORT	View image in PDF format
05/30/2020 -- ANNUAL REPORT	View image in PDF format
03/24/2019 -- ANNUAL REPORT	View image in PDF format
03/04/2018 -- ANNUAL REPORT	View image in PDF format
03/18/2017 -- ANNUAL REPORT	View image in PDF format
04/16/2016 -- ANNUAL REPORT	View image in PDF format
03/02/2015 -- ANNUAL REPORT	View image in PDF format
02/27/2014 -- ANNUAL REPORT	View image in PDF format
03/28/2013 -- ANNUAL REPORT	View image in PDF format
03/21/2012 -- ANNUAL REPORT	View image in PDF format
03/15/2011 -- ANNUAL REPORT	View image in PDF format
02/19/2010 -- ANNUAL REPORT	View image in PDF format
03/23/2009 -- ANNUAL REPORT	View image in PDF format
04/01/2008 -- ANNUAL REPORT	View image in PDF format
01/31/2007 -- ANNUAL REPORT	View image in PDF format
04/17/2006 -- ANNUAL REPORT	View image in PDF format
02/02/2005 -- REINSTATEMENT	View image in PDF format
01/13/2003 -- ANNUAL REPORT	View image in PDF format
02/28/2002 -- ANNUAL REPORT	View image in PDF format
01/30/2001 -- ANNUAL REPORT	View image in PDF format
01/24/2000 -- ANNUAL REPORT	View image in PDF format
03/01/1999 -- ANNUAL REPORT	View image in PDF format
02/26/1998 -- Domestic Profit	View image in PDF format



ISLAMORADA, VILLAGE OF ISLANDS
PLANNING AND DEVELOPMENT SERVICES DEPARTMENT

BUILDING PERMIT ALLOCATION SYSTEM (BPAS) APPLICATION

Pursuant to Code Chapter 30, Article IV, Division 11

- ☒ Residential Market Rate \$300.00
☐ Non- Residential \$300.00

An application must be deemed complete and in compliance with Village Code prior to the items being scheduled for review. Incomplete applications will be returned.

PLEASE NOTE: THIS APPLICATION ACCEPTED BY APPOINTMENT ONLY.

APPLICANT / AGENT (if applicable): Property owner must submit a **notarized** letter authorizing the applicant/agent to act on their behalf including the agent's name, address and phone number.

Name: Amie Owens, Julie Marcil or Donald Horton
Mailing Address: 88888 Overseas Hwy
City: Tavernier State: Florida Zip: 33070
Primary Phone: 305-852-9607 Fax: _____
Email: office@icm.build

PROPERTY OWNER:

Name: Sojourn Inc.
Mailing Address: 555 NE 15th St Ste 2C
City: Miami State: Florida Zip: 33132
Primary Phone: _____ Fax: _____
Email: kerrymmarsh@gmail.com

LEGAL DESCRIPTION OF PROPERTY: If in metes and bounds, attach legal description on separate sheet.

Physical Address: 74640 Overseas Hwy, Islamorada, FL., 33036 Mile Marker: 74.6
Lot: 2 Block: _____ Subdivision: Matecumbe Sandy Beach
☐ Plantation Key ☐ Windley Key ☐ Upper Matecumbe Key ☒ Lower Matecumbe Key
Real Estate (RE) Number: 00394480-001200 Alternate Key: 9105148

PROPERTY DESCRIPTION:

Zoning District: MF Future Land Use Category: RH
Total Land Area: 14,500 Square Feet: .0.333 Acres
Existing Use of Property: Vacant land
Proposed Use of Property: Single family residence
Associated building permit number: PRSFC202300565

PROPOSED BPAS ALLOCATION:	Existing	Proposed	Change
Number market-rate residential dwelling units:	0	1	1
Total non-residential floor area (square feet):	0	0	0
Number of transient units (hotel/motel rooms, recreational vehicles):	0	0	0

Have any applications been submitted for this property within the past three years? ☐ Yes ☒ No
If yes, provide name of the applicant and date of application: _____

PLEASE CHECK ANY OF THE FOLLOWING STATEMENTS THAT APPLY TO YOUR PROPOSAL AND ATTACH ALL REQUIRED DOCUMENTS:

☐ The proposal includes dedication of vacant, buildable land. Please attach a letter from the Planning and Development Services Department testifying to the suitability of the lot(s) to be dedicated, and enclose the existing Warranty Deed indicating that the BPAS Applicant is the current owner of the property and proposed Warranty Deed running in favor of Islamorada, Village of Islands conveying the land. Please note that quit claim deeds will not be accepted.

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I certify that I am familiar with the information contained in this application, and that to the best of my knowledge such information is true, complete and accurate. I certify that all information required has been provided.



Signature of Applicant or Agent

6-22-23
Date

Print Name: Donald W. Horton

Digital signatures do not require notarization when they can be verified by a Trusted Certificate issued by a third-party Certificate Authority. If you are not using a "verifiable digital signature", print this document and have it notarized.

STATE OF Florida
COUNTY OF Monroe

Sworn to and subscribed before me by means of ☒ physical appearance or ☐ online notarization, this 22 day of June, 2023, by Don Horton (Name of person signing the application) as agent (type of authority e.g. officer, manager / member, trustee, attorney in fact) for Sojourn Inc (name of entity or party on behalf of whom application was executed).


Signature of Notary Public - State of Florida

SEAL:



☒ Personally Known ☐ Produced Identification Type of ID

STAFF ONLY: Received by JST Date 6/23/23 Time 1:02 PM Permit # 202300565



AGENT AUTHORIZATION LETTER

Islamorada, Village of Islands, Florida • Planning and Development Services Department
86800 Overseas Highway • Islamorada, Florida 33036 • 305-664-6400 • www.islamorada.fl.us

Note: Pursuant to Section 30-212(d)(2) of the Code of Ordinances of Islamorada, Village of Islands, Florida (the "Village"), all owners and any person having a contractual interest in the land shall give their permission for every application for a development permit. Therefore, more than one agent authorization letter must be submitted if there are multiple owners or persons having a contractual interest in the site.

Date: 5/26/23

I hereby authorize Amie Owens, Julie Marcil and/ or Don Horton 88888 Overseas Highway Tavernier, FL 33070 305 852 9607
(Name, Address and Phone Number of Authorized Agent)

to be listed as authorized agent on behalf of Sojourn, Inc. KERRY M. MARSH
(Name of Owner or Person Having Contractual Interest)

for the purpose of conducting all business necessary to process and obtain approval from the Village Planning and Development Services Department, in regard to:

BPAS Application

(Project Name / Application Type)

Property Address: 74640 OVERSEAS Hwy

Real Estate Number(s): 00394480-001200

This authorization shall be effective on the date this affidavit is notarized and shall remain in effect until terminated by the undersigned owner. This authorization acts as a durable power of attorney only for the purposes stated herein.

The undersigned understands the liabilities involved in the granting of this agency and accepts full responsibility, thus holding the Village harmless, for any and all of the actions of the agent named, related to the acquisition of development permits for the aforementioned owner/applicant.

Digital signatures do not require notarization when they can be verified by a Trusted Certificate issued by a third-party Certificate Authority. If you are not using a "verifiable digital signature", print this document and have it notarized.

Property Owner Signature: _____

Printed Name: KERRY M MARSH

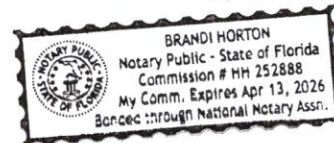
STATE OF FLORIDA

COUNTY OF Monroe

Sworn to and subscribed before me by means of ☒ physical appearance or ☐ online notarization, this 6 day of June, 2023, by Kerry Marsh (name of person signing the application) as President (type of authority e.g. officer, manager / member, trustee, attorney in fact) for Sojourn Inc. (name of entity or party on behalf of whom application was executed).

Brandi Horton
Signature of Notary Public - State of Florida

SEAL:



☒ Personally Known ☐ Produced Identification Type of ID _____

RESIDENTIAL BPAS SCORE SHEET

Rev. 1

J.T 6/23/23

APPLICANT NAME: ISLAND CONSTRUCTION MANAGEMENT INC

PERMIT #: PRSFC202300565

DATE OF REVIEW: 6-5-23 DATE OF APPLICATION INTO BPAS: TOTAL POINTS:

20 19

- | | | |
|--|--------|--|
| <p>1. PLATTED SUBDIVISION INFILL (+10)
(Legally platted, recorded subdivisions served by infrastructure including at a minimum potable water, electricity, and paved roadways)</p> | Points | <div style="border: 1px solid black; width: 40px; height: 20px; margin: 0 auto; text-align: center; line-height: 20px;">10</div> |
| <p>2. INFRASTRUCTURE AVAILABILITY (+5)
(A dwelling unit outside of a <i>legally platted, recorded subdivision</i>, but the lot or parcel proposed for development is served by existing infrastructure, including, at a minimum, potable water, electricity, and roadways which are paved)</p> | Points | <div style="border: 1px solid black; width: 40px; height: 20px; margin: 0 auto;"></div> |
| <p>3. LOT AGGREGATION (+3)</p> | Points | <div style="border: 1px solid black; width: 40px; height: 20px; margin: 0 auto;"></div> |
| <p>4. LAND DEDICATION (+2 or +4)</p> | Points | <div style="border: 1px solid black; width: 40px; height: 20px; margin: 0 auto;"></div> |
| <p>5. HABITAT PROTECTION</p> <p>☐ Group 4 (-10)</p> <p>☐ Group 3 (-7)</p> <p>☐ Group 2 (-2)</p> <p>☒ Group 1 (+1)</p> | Points | <div style="border: 1px solid black; width: 40px; height: 20px; margin: 0 auto; text-align: center; line-height: 20px;">1</div> |
| <p>6. THREATENED OR ENDANGERED ANIMAL SPECIES</p> <p>☐ Known Threatened/Endangered Species Habitat</p> <p>☐ Probable or Potential Threatened/Endangered Species Habitat</p> <p>☐ Habitat of Wide-Ranging Threatened/Endangered Species</p> <p>☐ Development Within 100 feet of Known Sea Turtle Nesting Area</p> <p>☐ Development Within 500 feet of Known Piping Plover Area</p> | Points | <div style="border: 1px solid black; width: 40px; height: 20px; margin: 0 auto;"></div> |
| <p>7. CRITICAL HABITAT AREA (-10)</p> | Points | <div style="border: 1px solid black; width: 40px; height: 20px; margin: 0 auto;"></div> |
| <p>8. COASTAL BARRIER RESOURCES SYSTEM (CBRS) (-10)</p> | Points | <div style="border: 1px solid black; width: 40px; height: 20px; margin: 0 auto;"></div> |
| <p>9. PERSEVERANCE POINTS (+1 or +2)</p> | Points | <div style="border: 1px solid black; width: 40px; height: 20px; margin: 0 auto; text-align: center; line-height: 20px;">4</div> |
| <p>10. COASTAL HIGH HAZARD AREA.</p> <p>☒ Development Within AE Zone (-2)</p> <p>☐ Development Within VE Zone (-7)</p> | Points | <div style="border: 1px solid black; width: 40px; height: 20px; margin: 0 auto; text-align: center; line-height: 20px;">-2</div> |
| <p>11. ENERGY CONSERVATION</p> <p>☒ Installed Air Conditioning Units Rating 12 or Higher (+1)</p> <p>☒ Heat Recovery Unit or Solar Hot Water Heater (+1) Rev. 1</p> <p>☒ 2500 Gallon Concrete Cistern with gutters and a pump out system (+1)</p> | Points | <div style="border: 1px solid black; width: 40px; height: 20px; margin: 0 auto; text-align: center; line-height: 20px;"> 2 3 </div> |
| <p>12. STRUCTURAL INTEGRITY OF CONSTRUCTION</p> <p>☒ 160 Mph Wind Load (+1)</p> <p>☒ 175 Mph Wind Load (+1)</p> | Points | <div style="border: 1px solid black; width: 40px; height: 20px; margin: 0 auto; text-align: center; line-height: 20px;">2</div> |
| <p>13. AFFORDABLE HOUSING (+3)
(+3 points per application which proposes affordable housing development with <u>four or more new</u> units within the same structure)</p> | Points | <div style="border: 1px solid black; width: 40px; height: 20px; margin: 0 auto;"></div> |
| <p>14. CENTRAL SEWER (+2)
(+2 points per application which proposes a dwelling unit on a parcel served by a collection line within a central wastewater facility service area <u>where a central wastewater facility service area has been constructed</u>)</p> | Points | <div style="border: 1px solid black; width: 40px; height: 20px; margin: 0 auto; text-align: center; line-height: 20px;">2</div> |



Disclaimer

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be relied on for any other purpose.

By continuing into this site you assert that you have read and agree to the above statement.

Summary

Parcel ID 00394480-001200
Account# 9105148
Property ID 9105148
Millage Group 50VI
Location Address 74640 OVERSEAS Hwy, LOWER MATECUMBE KEY
Legal Description LOT 2 SOJOURN PROPERTY PB7-99 (A REPLAT OF PT TRACT 5 MATECUMBE SANDY BEACH PB3-127 LOWER MATECUMBE KEY) OR3224-289
(Note: Not to be used on legal documents.)
Neighborhood 10024
Property Class COMMERCIAL (1000)
Subdivision SOJOURN PROPERTY
Sec/Twp/Rng 20/64/36
Affordable Housing No

Owner

[SOJOURN INC](#)
 555 NE 15th St
 Ste 2C
 Miami FL 33132

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
COMM/HWY/CANAL (1MHC)	14,500.00	Square Foot	0	0
(9500)	0.13	Acreage	0	0

View Tax Info

[View Taxes for this Parcel](#)

Map



No data available for the following modules: Valuation, Historical Assessments, Buildings, Yard Items, Sales, Permits, Sketches (click to enlarge), Photos, TRIM Notice.

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the

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[GDPR Privacy Notice](#)

[Last Data Upload: 6/5/2023, 2:00:13 AM](#)

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Version 3.1.13



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
SOJOURN, INC.

Filing Information

Document Number	P98000018853
FEI/EIN Number	65-0823106
Date Filed	02/26/1998
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	05/12/2022
Event Effective Date	NONE

Principal Address

517 IDLEWYLD DR.
FORT LAUDERDALE, FL 33301

Changed: 05/12/2022

Mailing Address

517 IDLEWYLD DR.
FORT LAUDERDALE, FL 33301

Changed: 05/12/2022

Registered Agent Name & Address

NICOLA L. ZAGAROLO & ASSOCIATES PA
3800 NE THIRD AVE.
POMPANO BEACH, FL 33064

Name Changed: 05/12/2022

Address Changed: 02/02/2005

Officer/Director Detail

Name & Address

Title P

MARSH, KERRY
517 IDLEWYLD DR.
FORT LAUDERDALE, FL 33301

Title S

MARSH, MICHELE
517 IDLEWYLD DR.
FORT LAUDERDALE, FL 33301

Annual Reports

Report Year	Filed Date
2021	03/06/2021
2022	04/09/2022
2023	03/06/2023

Document Images

03/06/2023 -- ANNUAL REPORT	View image in PDF format
05/12/2022 -- Amendment	View image in PDF format
04/09/2022 -- ANNUAL REPORT	View image in PDF format
09/23/2021 -- Amendment	View image in PDF format
03/06/2021 -- ANNUAL REPORT	View image in PDF format
05/30/2020 -- ANNUAL REPORT	View image in PDF format
03/24/2019 -- ANNUAL REPORT	View image in PDF format
03/04/2018 -- ANNUAL REPORT	View image in PDF format
03/18/2017 -- ANNUAL REPORT	View image in PDF format
04/16/2016 -- ANNUAL REPORT	View image in PDF format
03/02/2015 -- ANNUAL REPORT	View image in PDF format
02/27/2014 -- ANNUAL REPORT	View image in PDF format
03/28/2013 -- ANNUAL REPORT	View image in PDF format
03/21/2012 -- ANNUAL REPORT	View image in PDF format
03/15/2011 -- ANNUAL REPORT	View image in PDF format
02/19/2010 -- ANNUAL REPORT	View image in PDF format
03/23/2009 -- ANNUAL REPORT	View image in PDF format
04/01/2008 -- ANNUAL REPORT	View image in PDF format
01/31/2007 -- ANNUAL REPORT	View image in PDF format
04/17/2006 -- ANNUAL REPORT	View image in PDF format
02/02/2005 -- REINSTATEMENT	View image in PDF format
01/13/2003 -- ANNUAL REPORT	View image in PDF format
02/28/2002 -- ANNUAL REPORT	View image in PDF format
01/30/2001 -- ANNUAL REPORT	View image in PDF format
01/24/2000 -- ANNUAL REPORT	View image in PDF format
03/01/1999 -- ANNUAL REPORT	View image in PDF format
02/26/1998 -- Domestic Profit	View image in PDF format



ISLAMORADA, VILLAGE OF ISLANDS
PLANNING AND DEVELOPMENT SERVICES DEPARTMENT

BUILDING PERMIT ALLOCATION SYSTEM (BPAS) APPLICATION

Pursuant to Code Chapter 30, Article IV, Division 11

- ☒ Residential Market Rate \$300.00
☐ Non- Residential \$300.00

An application must be deemed complete and in compliance with Village Code prior to the items being scheduled for review. Incomplete applications will be returned.

PLEASE NOTE: THIS APPLICATION ACCEPTED BY APPOINTMENT ONLY.

APPLICANT / AGENT (if applicable): Property owner must submit a **notarized** letter authorizing the applicant/agent to act on their behalf including the agent's name, address and phone number.

Name: Amie Owens, Julie Marcil or Donald Horton
Mailing Address: 88888 Overseas Hwy
City: Tavernier State: Florida Zip: 33070
Primary Phone: 305-852-9607 Fax: _____
Email: office@icm.build

PROPERTY OWNER:

Name: Sojourn Inc.
Mailing Address: 555 NE 15th St Ste 2C
City: Miami State: Florida Zip: 33132
Primary Phone: _____ Fax: _____
Email: kerrymmarsh@gmail.com

LEGAL DESCRIPTION OF PROPERTY: If in metes and bounds, attach legal description on separate sheet.

Physical Address: 74620 Overseas Hwy, Islamorada, FL., 33036 Mile Marker: 74.6
Lot: 4 Block: _____ Subdivision: Matecumbe Sandy Beach
☐ Plantation Key ☐ Windley Key ☐ Upper Matecumbe Key ☒ Lower Matecumbe Key
Real Estate (RE) Number: 00394480-001400 Alternate Key: 9105150

PROPERTY DESCRIPTION:

Zoning District: MF Future Land Use Category: RH
Total Land Area: 14,650.00 Square Feet: 0.336 Acres
Existing Use of Property: Vacant land
Proposed Use of Property: Single family residence
Associated building permit number: PRSFC202300569

PROPOSED BPAS ALLOCATION:	Existing	Proposed	Change
Number market-rate residential dwelling units:	0	1	1
Total non-residential floor area (square feet):	0	0	0
Number of transient units (hotel/motel rooms, recreational vehicles):	0	0	0

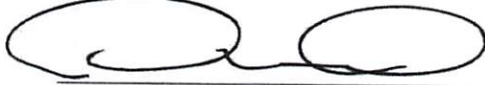
Have any applications been submitted for this property within the past three years? ☐ Yes ☒ No
If yes, provide name of the applicant and date of application: _____

PLEASE CHECK ANY OF THE FOLLOWING STATEMENTS THAT APPLY TO YOUR PROPOSAL AND ATTACH ALL REQUIRED DOCUMENTS:

☐ The proposal includes dedication of vacant, buildable land. Please attach a letter from the Planning and Development Services Department testifying to the suitability of the lot(s) to be dedicated, and enclose the existing Warranty Deed indicating that the BPAS Applicant is the current owner of the property and proposed Warranty Deed running in favor of Islamorada, Village of Islands conveying the land. Please note that quit claim deeds will not be accepted.

☐ The proposal includes the transfer of off-site existing non-residential floor area. If you check this box, you are required to conduct a pre-application conference and obtain conditional use approval for the sender and receiver sites prior to submitting this application. No building permit shall be issued for non-residential floor area until the sending site structure is demolished pursuant to a demolition permit and a final inspection for the demolished floor area has been completed by the Building Services Department. A copy of the final Building Services demolition inspection report must be attached with this application.

I certify that I am familiar with the information contained in this application, and that to the best of my knowledge such information is true, complete and accurate. I certify that all information required has been provided.



Signature of Applicant or Agent

6-22-23
Date

Print Name: Donald W. Horton

Digital signatures do not require notarization when they can be verified by a Trusted Certificate issued by a third-party Certificate Authority. If you are not using a "verifiable digital signature", print this document and have it notarized.

STATE OF Florida
COUNTY OF Manatee

Sworn to and subscribed before me by means of ☒ physical appearance or ☐ online notarization, this 22 day of June, 2023, by Don Horton (Name of person signing the application) as agent (type of authority e.g. officer, manager / member, trustee, attorney in fact) for Sojourn Inc (name of entity or party on behalf of whom application was executed).



Signature of Notary Public—State of Florida

SEAL:



☒ Personally Known ☐ Produced Identification Type of ID

STAFF ONLY: Received by JAT

Date 6/23/23

Time 1:03 pm

Permit # 202300569



AGENT AUTHORIZATION LETTER

Islamorada, Village of Islands, Florida • Planning and Development Services Department
86800 Overseas Highway • Islamorada, Florida 33036 • 305-664-6400 • www.islamorada.fl.us

Note: Pursuant to Section 30-212(d)(2) of the Code of Ordinances of Islamorada, Village of Islands, Florida (the "Village"), all owners and any person having a contractual interest in the land shall give their permission for every application for a development permit. Therefore, more than one agent authorization letter must be submitted if there are multiple owners or persons having a contractual interest in the site.

Date: 5/26/23

I hereby authorize Amie Owens, Julie Marcil and/ or Don Horton 88888 Overseas Highway Tavernier, FL 33070 305.852.9607
(Name, Address and Phone Number of Authorized Agent)

to be listed as authorized agent on behalf of Sojourn, Inc. KERRY M. MARSH
(Name of Owner or Person Having Contractual Interest)

for the purpose of conducting all business necessary to process and obtain approval from the Village Planning and Development Services Department, in regard to:

BPAS Application

(Project Name / Application Type)

Property Address: 74620 OVERSEAS Hwy

Real Estate Number(s): 00394480-001400

This authorization shall be effective on the date this affidavit is notarized and shall remain in effect until terminated by the undersigned owner. This authorization acts as a durable power of attorney only for the purposes stated herein.

The undersigned understands the liabilities involved in the granting of this agency and accepts full responsibility, thus holding the Village harmless, for any and all of the actions of the agent named, related to the acquisition of development permits for the aforementioned owner/applicant.

Digital signatures do not require notarization when they can be verified by a Trusted Certificate issued by a third-party Certificate Authority. If you are not using a "verifiable digital signature", print this document and have it notarized.

Property Owner Signature: _____

Printed Name: KERRY M. MARSH

STATE OF Florida

COUNTY OF Monroe

Sworn to and subscribed before me by means of X physical appearance or _____ online notarization, this 6 day of June, 2023, by Kerry Marsh (name of person signing the application) as President (type of authority e.g. officer, manager / member, trustee, attorney in fact) for Sojourn Inc (name of entity or party on behalf of whom application was executed).

Bar - tta
Signature of Notary Public - State of Florida

SEAL:



X Personally Known _____ Produced Identification _____ Type of ID _____

RESIDENTIAL BPAS SCORE SHEET

APPLICANT NAME: ISLAND CONSTRUCTION MANAGEMENT INC

PERMIT #: PRSFC202300569

DATE OF REVIEW: 6-5-23 DATE OF APPLICATION INTO BPAS: TOTAL POINTS:

20 ~~19~~

1. PLATTED SUBDIVISION INFILL (+10) Points 10
(Legally platted, **recorded subdivisions** served by infrastructure including at a minimum potable water, electricity, and paved roadways)
2. INFRASTRUCTURE AVAILABILITY (+5) Points
(A dwelling unit **outside** of a *legally platted, recorded subdivision*, but the lot or parcel proposed for development is served by existing infrastructure, including, at a minimum, potable water, electricity, and roadways which are paved)
3. LOT AGGREGATION (+3) Points
4. LAND DEDICATION (+2 or +4) Points
5. HABITAT PROTECTION Points 1
 - ☐ Group 4 (-10)
 - ☐ Group 3 (-7)
 - ☐ Group 2 (-2)
 - ☒ Group 1 (+1)
6. THREATENED OR ENDANGERED ANIMAL SPECIES Points
 - ☐ Known Threatened/Endangered Species Habitat
 - ☐ Probable or Potential Threatened/Endangered Species Habitat
 - ☐ Habitat of Wide-Ranging Threatened/Endangered Species
 - ☐ Development Within 100 feet of Known Sea Turtle Nesting Area
 - ☐ Development Within 500 feet of Known Piping Plover Area
7. CRITICAL HABITAT AREA (-10) Points
8. COASTAL BARRIER RESOURCES SYSTEM (CBRS) (-10) Points
9. PERSEVERANCE POINTS (+1 or +2) Points 4
10. COASTAL HIGH HAZARD AREA. Points -2
 - ☒ Development Within AE Zone (-2)
 - ☐ Development Within VE Zone (-7)
11. ENERGY CONSERVATION Points 2 3
 - ☒ Installed Air Conditioning Units Rating 12 or Higher (+1)
 - ☒ Heat Recovery Unit or Solar Hot Water Heater (+1)
 - ☒ 2500 Gallon Concrete Cistern with gutters and a pump out system (+1)
12. STRUCTURAL INTEGRITY OF CONSTRUCTION Points 2
 - ☒ 160 Mph Wind Load (+1)
 - ☒ 175 Mph Wind Load (+1)
13. AFFORDABLE HOUSING (+3) Points
(+3 points per application which proposes affordable housing development with four or more new units within the same structure)
14. CENTRAL SEWER (+2) Points 2
(+2 points per application which proposes a dwelling unit on a parcel served by a collection line within a central wastewater facility service area where a central wastewater facility service area has been constructed)



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By continuing into this site you assert that you have read and agree to the above statement.

Summary

Parcel ID 00394480-001400
 Account# 9105150
 Property ID 9105150
 Millage Group 50VI
 Location Address 74620 OVERSEAS Hwy, LOWER MATECUMBE KEY
 Legal Description LOT 4 SOJOURN PROPERTY PB7-99 (A REPLAT OF PT TRACT 5 MATECUMBE SANDY BEACH PB3-127 LOWER MATECUMBE KEY) OR3224-289
 (Note: Not to be used on legal documents.)
 Neighborhood 10024
 Property Class COMMERCIAL (1000)
 Subdivision SOJOURN PROPERTY
 Sec/Twp/Rng 20/64/36
 Affordable Housing No

Owner

[SOJOURN INC](#)
 555 NE 15th St
 Ste 2C
 Miami FL 33132

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
COMM/HWY/CANAL (1MHC)	14,650.00	Square Foot	0	0
(9500)	0.12	Acreage	0	0

View Tax Info

[View Taxes for this Parcel](#)

Map



No data available for the following modules: Valuation, Historical Assessments, Buildings, Yard Items, Sales, Permits, Sketches (click to enlarge), Photos, TRIM Notice.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

SOJOURN, INC.

Filing Information

Document Number	P98000018853
FEI/EIN Number	65-0823106
Date Filed	02/26/1998
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	05/12/2022
Event Effective Date	NONE

Principal Address

517 IDLEWYLD DR.
FORT LAUDERDALE, FL 33301

Changed: 05/12/2022

Mailing Address

517 IDLEWYLD DR.
FORT LAUDERDALE, FL 33301

Changed: 05/12/2022

Registered Agent Name & Address

NICOLA L. ZAGAROLO & ASSOCIATES PA
3800 NE THIRD AVE.
POMPANO BEACH, FL 33064

Name Changed: 05/12/2022

Address Changed: 02/02/2005

Officer/Director Detail

Name & Address

Title P

MARSH, KERRY
517 IDLEWYLD DR.
FORT LAUDERDALE, FL 33301

Title S

MARSH, MICHELE
517 IDLEWYLD DR.
FORT LAUDERDALE, FL 33301

Annual Reports

Report Year	Filed Date
2021	03/06/2021
2022	04/09/2022
2023	03/06/2023

Document Images

03/06/2023 -- ANNUAL REPORT	View image in PDF format
05/12/2022 -- Amendment	View image in PDF format
04/09/2022 -- ANNUAL REPORT	View image in PDF format
09/23/2021 -- Amendment	View image in PDF format
03/06/2021 -- ANNUAL REPORT	View image in PDF format
05/30/2020 -- ANNUAL REPORT	View image in PDF format
03/24/2019 -- ANNUAL REPORT	View image in PDF format
03/04/2018 -- ANNUAL REPORT	View image in PDF format
03/18/2017 -- ANNUAL REPORT	View image in PDF format
04/16/2016 -- ANNUAL REPORT	View image in PDF format
03/02/2015 -- ANNUAL REPORT	View image in PDF format
02/27/2014 -- ANNUAL REPORT	View image in PDF format
03/28/2013 -- ANNUAL REPORT	View image in PDF format
03/21/2012 -- ANNUAL REPORT	View image in PDF format
03/15/2011 -- ANNUAL REPORT	View image in PDF format
02/19/2010 -- ANNUAL REPORT	View image in PDF format
03/23/2009 -- ANNUAL REPORT	View image in PDF format
04/01/2008 -- ANNUAL REPORT	View image in PDF format
01/31/2007 -- ANNUAL REPORT	View image in PDF format
04/17/2006 -- ANNUAL REPORT	View image in PDF format
02/02/2005 -- REINSTATEMENT	View image in PDF format
01/13/2003 -- ANNUAL REPORT	View image in PDF format
02/28/2002 -- ANNUAL REPORT	View image in PDF format
01/30/2001 -- ANNUAL REPORT	View image in PDF format
01/24/2000 -- ANNUAL REPORT	View image in PDF format
03/01/1999 -- ANNUAL REPORT	View image in PDF format
02/26/1998 -- Domestic Profit	View image in PDF format



ISLAMORADA, VILLAGE OF ISLANDS
PLANNING AND DEVELOPMENT SERVICES DEPARTMENT

BUILDING PERMIT ALLOCATION SYSTEM (BPAS) APPLICATION

Pursuant to Code Chapter 30, Article IV, Division 11

- ☒ Residential Market Rate \$300.00
☐ Non- Residential \$300.00

An application must be deemed complete and in compliance with Village Code prior to the items being scheduled for review. Incomplete applications will be returned.

PLEASE NOTE: THIS APPLICATION ACCEPTED BY APPOINTMENT ONLY.

APPLICANT / AGENT (if applicable): Property owner must submit a **notarized** letter authorizing the applicant/agent to act on their behalf including the agent's name, address and phone number.

Name: Amie Owens, Julie Marcil or Donald Horton
Mailing Address: 88888 Overseas Hwy
City: Tavernier State: Florida Zip: 33070
Primary Phone: 305-852-9607 Fax: _____
Email: office@icm.build

PROPERTY OWNER:

Name: Sojourn Inc.
Mailing Address: 555 NE 15th St Ste 2C
City: Miami State: Florida Zip: 33132
Primary Phone: _____ Fax: _____
Email: kerrymmarsh@gmail.com

LEGAL DESCRIPTION OF PROPERTY: If in metes and bounds, attach legal description on separate sheet.

Physical Address: 74600 Overseas Hwy, Islamorada, FL., 33036 Mile Marker: 74.6
Lot: 6 Block: _____ Subdivision: Matecumbe Sandy Beach
☐ Plantation Key ☐ Windley Key ☐ Upper Matecumbe Key ☒ Lower Matecumbe Key
Real Estate (RE) Number: 00394480-001600 Alternate Key: 9105152

PROPERTY DESCRIPTION:

Zoning District: MF Future Land Use Category: RH
Total Land Area: 14,460.00 Square Feet: 0.332 Acres
Existing Use of Property: Vacant land
Proposed Use of Property: Single family residence
Associated building permit number: PRSFC202300571

PROPOSED BPAS ALLOCATION:	Existing	Proposed	Change
Number market-rate residential dwelling units:	0	1	1
Total non-residential floor area (square feet):	0	0	0
Number of transient units (hotel/motel rooms, recreational vehicles):	0	0	0

Have any applications been submitted for this property within the past three years? ☐ Yes ☒ No
If yes, provide name of the applicant and date of application: _____

PLEASE CHECK ANY OF THE FOLLOWING STATEMENTS THAT APPLY TO YOUR PROPOSAL AND ATTACH ALL REQUIRED DOCUMENTS:

☐ The proposal includes dedication of vacant, buildable land. Please attach a letter from the Planning and Development Services Department testifying to the suitability of the lot(s) to be dedicated, and enclose the existing Warranty Deed indicating that the BPAS Applicant is the current owner of the property and proposed Warranty Deed running in favor of Islamorada, Village of Islands conveying the land. Please note that quit claim deeds will not be accepted.

☐ The proposal includes the transfer of off-site existing non-residential floor area. If you check this box, you are required to conduct a pre-application conference and obtain conditional use approval for the sender and receiver sites prior to submitting this application. No building permit shall be issued for non-residential floor area until the sending site structure is demolished pursuant to a demolition permit and a final inspection for the demolished floor area has been completed by the Building Services Department. A copy of the final Building Services demolition inspection report must be attached with this application.

I certify that I am familiar with the information contained in this application, and that to the best of my knowledge such information is true, complete and accurate. I certify that all information required has been provided.



Signature of Applicant or Agent

6-22-23
Date

Print Name:

Donald W. Horton

Digital signatures do not require notarization when they can be verified by a Trusted Certificate issued by a third-party Certificate Authority. If you are not using a "verifiable digital signature", print this document and have it notarized.

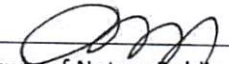
STATE OF

Florida

COUNTY OF

Manatee

Sworn to and subscribed before me by means of ☒ physical appearance or ☐ online notarization, this 22 day of June, 2023, by Don Horton (Name of person signing the application) as Agent (type of authority e.g. officer, manager / member, trustee, attorney in fact) for Sojourn Inc (name of entity or party on behalf of whom application was executed).


Signature of Notary Public - State of Florida

SEAL:



☒ Personally Known

☐ Produced Identification

Type of ID

STAFF ONLY: Received by



Date

6/23/23

Time

1:00 pm

Permit #

202300571



AGENT AUTHORIZATION LETTER

Islamorada, Village of Islands, Florida • Planning and Development Services Department
86800 Overseas Highway • Islamorada, Florida 33036 • 305-664-6400 • www.islamorada.fl.us

Note: Pursuant to Section 30-212(d)(2) of the Code of Ordinances of Islamorada, Village of Islands, Florida (the "Village"), all owners and any person having a contractual interest in the land shall give their permission for every application for a development permit. Therefore, more than one agent authorization letter must be submitted if there are multiple owners or persons having a contractual interest in the site.

Date: 5/26/23

I hereby authorize Amie Owens, Julie Marcil and/ or Don Horton 88888 Overseas Highway Tavernier, FL 33070 305.852.9607
(Name, Address and Phone Number of Authorized Agent)

to be listed as authorized agent on behalf of Sojourn, Inc. KERRY M. MARSH
(Name of Owner or Person Having Contractual Interest)

for the purpose of conducting all business necessary to process and obtain approval from the Village Planning and Development Services Department, in regard to:

BPAS Application
(Project Name / Application Type)

Property Address: 74600 OVERSEAS Hwy

Real Estate Number(s): 00394480-001600

This authorization shall be effective on the date this affidavit is notarized and shall remain in effect until terminated by the undersigned owner. This authorization acts as a durable power of attorney only for the purposes stated herein.

The undersigned understands the liabilities involved in the granting of this agency and accepts full responsibility, thus holding the Village harmless, for any and all of the actions of the agent named, related to the acquisition of development permits for the aforementioned owner/applicant.

Digital signatures do not require notarization when they can be verified by a Trusted Certificate issued by a third-party Certificate Authority. If you are not using a "verifiable digital signature", print this document and have it notarized.

Property Owner Signature: [Signature]

Printed Name: KERRY M. MARSH

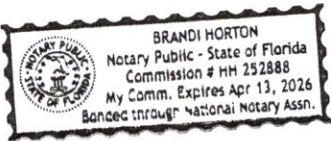
STATE OF Florida

COUNTY OF Monroe

Sworn to and subscribed before me by means of X physical appearance or online notarization, this 6 day of June, 2023, by Kerry Marsh (name of person signing the application) as President (type of authority e.g. officer, manager / member, trustee, attorney in fact) for Sojourn Inc (name of entity or party on behalf of whom application was executed).

[Signature]
Signature of Notary Public - State of Florida

SEAL:



X Personally Known Produced Identification Type of ID

RESIDENTIAL BPAS SCORE SHEET

APPLICANT NAME: ISLAND CONSTRUCTION MANAGEMENT INC

PERMIT #: PRSFC202300571

20

DATE OF REVIEW: 6-5-23 DATE OF APPLICATION INTO BPAS: TOTAL POINTS:

19

1. PLATTED SUBDIVISION INFILL (+10) Points
(Legally platted, **recorded subdivisions** served by infrastructure including at a minimum potable water, electricity, and paved roadways)
2. INFRASTRUCTURE AVAILABILITY (+5) Points
(A dwelling unit **outside** of a *legally platted, recorded subdivision*, but the lot or parcel proposed for development is served by existing infrastructure, including, at a minimum, potable water, electricity, and roadways which are paved)
3. LOT AGGREGATION (+3) Points
4. LAND DEDICATION (+2 or +4) Points
5. HABITAT PROTECTION Points
 - ☐ Group 4 (-10)
 - ☐ Group 3 (-7)
 - ☐ Group 2 (-2)
 - ☒ Group 1 (+1)
6. THREATENED OR ENDANGERED ANIMAL SPECIES Points
 - ☐ Known Threatened/Endangered Species Habitat
 - ☐ Probable or Potential Threatened/Endangered Species Habitat
 - ☐ Habitat of Wide-Ranging Threatened/Endangered Species
 - ☐ Development Within 100 feet of Known Sea Turtle Nesting Area
 - ☐ Development Within 500 feet of Known Piping Plover Area
7. CRITICAL HABITAT AREA (-10) Points
8. COASTAL BARRIER RESOURCES SYSTEM (CBRS) (-10) Points
9. PERSEVERANCE POINTS (+1 or +2) Points
10. COASTAL HIGH HAZARD AREA. Points
 - ☒ Development Within AE Zone (-2)
 - ☐ Development Within VE Zone (-7)
11. ENERGY CONSERVATION Points 3
 - ☒ Installed Air Conditioning Units Rating 12 or Higher (+1)
 - ☒ Heat Recovery Unit or Solar Hot Water Heater (+1) *Rev. 1*
 - ☒ 2500 Gallon Concrete Cistern with gutters and a pump out system (+1)
12. STRUCTURAL INTEGRITY OF CONSTRUCTION Points
 - ☒ 160 Mph Wind Load (+1)
 - ☒ 175 Mph Wind Load (+1)
13. AFFORDABLE HOUSING (+3) Points
(+3 points per application which proposes affordable housing development with four or more new units within the same structure)
14. CENTRAL SEWER (+2) Points
(+2 points per application which proposes a dwelling unit on a parcel served by a collection line within a central wastewater facility service area where a central wastewater facility service area has been constructed)



Disclaimer

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be relied on for any other purpose.

By continuing into this site you assert that you have read and agree to the above statement.

Summary

Parcel ID 00394480-001600
 Account# 9105152
 Property ID 9105152
 Millage Group 50VI
 Location Address 74600 OVERSEAS Hwy, LOWER MATECUMBE KEY
 Legal Description LOT 6 SOJOURN PROPERTY PB7-99 (A REPLAT OF PT TRACT 5 MATECUMBE SANDY BEACH PB3-127 LOWER MATECUMBE KEY) OR3224-289
 (Note: Not to be used on legal documents.)
 Neighborhood 10024
 Property Class COMMERCIAL (1000)
 Subdivision SOJOURN PROPERTY
 Sec/Twp/Rng 20/64/36
 Affordable Housing No

Owner

[SOJOURN INC](#)
 555 NE 15th St
 Ste 2C
 Miami FL 33132

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
COMM/HWY/CANAL (1MHC)	14,460.00	Square Foot	0	0
(9500)	0.13	Acreage	0	0

View Tax Info

[View Taxes for this Parcel](#)

Map



No data available for the following modules: Valuation, Historical Assessments, Buildings, Yard Items, Sales, Permits, Sketches (click to enlarge), Photos, TRIM Notice.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
SOJOURN, INC.

Filing Information

Document Number	P98000018853
FEI/EIN Number	65-0823106
Date Filed	02/26/1998
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	05/12/2022
Event Effective Date	NONE

Principal Address

517 IDLEWYLD DR.
FORT LAUDERDALE, FL 33301

Changed: 05/12/2022

Mailing Address

517 IDLEWYLD DR.
FORT LAUDERDALE, FL 33301

Changed: 05/12/2022

Registered Agent Name & Address

NICOLA L. ZAGAROLO & ASSOCIATES PA
3800 NE THIRD AVE.
POMPANO BEACH, FL 33064

Name Changed: 05/12/2022

Address Changed: 02/02/2005

Officer/Director Detail

Name & Address

Title P

MARSH, KERRY
517 IDLEWYLD DR.
FORT LAUDERDALE, FL 33301

Title S

MARSH, MICHELE
517 IDLEWYLD DR.
FORT LAUDERDALE, FL 33301

Annual Reports

Report Year	Filed Date
2021	03/06/2021
2022	04/09/2022
2023	03/06/2023

Document Images

03/06/2023 -- ANNUAL REPORT	View image in PDF format
05/12/2022 -- Amendment	View image in PDF format
04/09/2022 -- ANNUAL REPORT	View image in PDF format
09/23/2021 -- Amendment	View image in PDF format
03/06/2021 -- ANNUAL REPORT	View image in PDF format
05/30/2020 -- ANNUAL REPORT	View image in PDF format
03/24/2019 -- ANNUAL REPORT	View image in PDF format
03/04/2018 -- ANNUAL REPORT	View image in PDF format
03/18/2017 -- ANNUAL REPORT	View image in PDF format
04/16/2016 -- ANNUAL REPORT	View image in PDF format
03/02/2015 -- ANNUAL REPORT	View image in PDF format
02/27/2014 -- ANNUAL REPORT	View image in PDF format
03/28/2013 -- ANNUAL REPORT	View image in PDF format
03/21/2012 -- ANNUAL REPORT	View image in PDF format
03/15/2011 -- ANNUAL REPORT	View image in PDF format
02/19/2010 -- ANNUAL REPORT	View image in PDF format
03/23/2009 -- ANNUAL REPORT	View image in PDF format
04/01/2008 -- ANNUAL REPORT	View image in PDF format
01/31/2007 -- ANNUAL REPORT	View image in PDF format
04/17/2006 -- ANNUAL REPORT	View image in PDF format
02/02/2005 -- REINSTATEMENT	View image in PDF format
01/13/2003 -- ANNUAL REPORT	View image in PDF format
02/28/2002 -- ANNUAL REPORT	View image in PDF format
01/30/2001 -- ANNUAL REPORT	View image in PDF format
01/24/2000 -- ANNUAL REPORT	View image in PDF format
03/01/1999 -- ANNUAL REPORT	View image in PDF format
02/26/1998 -- Domestic Profit	View image in PDF format



Council Communication

To: Mayor and Village Council
From: Maria Bassett, Finance Director
Date: August 17, 2023
SUBJECT: **Motion to Approve Members of Auditor Selection Committee - TAB 23**

Background:

At its regular meeting on March 2, 2023, the Village Council agreed to establish an Auditor Selection Committee for the purpose of assisting them in selecting an auditor to conduct the Village's annual financial audit beginning with the audit of fiscal year 2022-2023. Resolution No. 23-04-44 (Attachment A) was adopted at the Council meeting on April 13, 2023, to formally establish the Committee and assign the following goals and objectives:

1. Establish factors to use for evaluation of audit services.
2. Publicly announce the RFP.
3. Provide the RFP to firms expressing interest in submitting proposals.
4. Evaluate proposals provided by qualified firms.
5. Rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified.

Additionally, the Resolution specifies that the Auditor Selection Committee will be comprised of one member of the Village Council and two Islamorada resident members who meet certain minimum qualifications, as required by section 218.391, Florida Statutes. Councilwoman Elizabeth Jolin agreed to serve on the Committee, which was accepted by the Council. Pursuant to section 218.391(2)(b), Florida Statutes, Councilwoman Jolin shall serve as the Committee's Chairperson. Approval of the remaining Committee appointees requires approval by a super majority (4/5 vote) pursuant to Section 3 of the Resolution.

Analysis:

The Village received Citizen's Committee Applications from three (3) Islamorada residents to serve on the Auditor Selection Committee. The applications in order of date received are attached as follows: Attachment B is the Committee application form for Ms. Gail Gargano, and Attachment C is the Committee application form for Ms. Rachelle Keller, and Attachment D is the Committee application form for Ms. Joan Scholz.

Because three (3) applications were received, the Village Council may select two (2) of the three (3) applicants to serve on the Committee or the Village Council may opt to appoint all three (3) applicants to the Committee.

(Please note that these are the applications received as of June 29, 2023. The deadline for application submission was extended to June 30, 2023, which is after the deadline for the

distribution of July 6, 2023 agenda books. Therefore, if additional applications are received, they will be provided to the Village Council by e-mail in advance of the July 6, 2023, Council meeting for consideration. The Village Council may opt to appoint more than two additional applicants to the Committee.)

Budget Impact:

No budget impact at this time.

Staff Impact:

The Finance Director will serve as liaison to the Committee, and the Procurement and Grants Administrator will assist with coordination of the RFP.

Recommendation:

Staff recommends that the Village Council agree by motion to approve the appointment of at least two additional members of the Auditor Selection Committee.

- Attachments:**
1. Att A_23-04-44 Auditor Selection Committee (signed)
 2. Att B_Gail Gargano_Auditor Selection Committee
 3. Att C_Rachelle Keller_Auditor Selection Committee
 4. Att D_Joan Scholz_Auditor Selection Committee

RESOLUTION NO. 23-04-44

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, PERTAINING TO THE ESTABLISHMENT OF AN AUDITOR SELECTION COMMITTEE; DEFINING THE TERMS AND COMPOSITION; DEFINING THE MEETINGS AND DISQUALIFICATION; DEFINING THE STAFF PARTICIPATION; DEFINING THE GOALS AND OBJECTIVES; DEFINING THE DUTIES AND RESPONSIBILITIES; DEFINING THE SUNSET DATE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the FY 2021-2022 audit is the final year on the Village's ten-year contract with Mauldin & Jenkins, LLP, to conduct annual financial audits in accordance with Chapter 218.39, Florida Statutes; and

WHEREAS, Section 218.391, Florida Statutes, provides that each local government, prior to entering into a written contract for audit services, must use auditor selection procedures when selecting an auditor to conduct the annual financial audit; and

WHEREAS, the required selection procedures include establishing an Auditor Selection Committee (the "Committee"), assigning certain responsibilities to the Committee in evaluating and recommending an auditor for the annual financial audit, and specifying certain provisions that must be included in the written contract for audit services; and

WHEREAS, the Village Council desires to establish a Committee in accordance with the requirements of Section 218.391, Florida Statutes.

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. Establishment of the Audit Selection Committee. The Village Council hereby establishes a Committee to assist in the selection of an auditor to conduct the annual financial audit required by Section 218.39, Florida Statutes.

Section 3. Terms and Composition. The Committee shall be comprised of three (3) members. All Committee members shall be residents of Islamorada, Village of Islands. One (1) Committee member shall be a member of the Village Council. The other two (2) members of the Committee shall either be licensed Certified Public Accountants, currently employed in responsible management positions in finance or accounting for a public or private entity, or have substantial past experience in responsible managerial positions in finance or accounting in either the public or private sector. Both Committee members shall be appointed by the Village Council based upon a super majority vote (four/fifths vote) of the Village Council.

Section 4. Meetings and Disqualification of Members. Meetings of the Committee shall be held on an as needed basis. All meetings of the Committee shall be public meetings. A majority of the currently appointed members of the Committee shall constitute a quorum. Provided there is a quorum present, a majority of those present and voting shall be required to adopt any motion or take any action. Should any member miss two (2) consecutive meetings without justification, that person shall be disqualified as a member of the Committee; and the Village Council shall immediately appoint a successor for the balance of the unexpired term of the vacant seat.

Section 5. Staff Participation. At all meetings of the Committee, at least one Village staff member will be present to provide information and input and to assist the Auditor Selection Committee with scheduling reports to the Village Council.

Section 6. Goals and Objectives.

1. Establish factors to be used for the evaluation of audit services to be provided by the audit firm. Such factors must include but not be limited to ability of personnel, experience, ability to furnish the requested services, compensation, and such other factors as may be determined by the Committee to be applicable to the particular requirements.
2. Publicly announce the RFP.
3. Provide the RFP to firms expressing interest in submitting proposals.
4. Evaluate proposal responses provided by qualified firms.
5. Rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services. If fewer than three firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified.

Section 7. Duties and Responsibilities.

1. Pursuant to section 218.391(2)(b), Florida Statutes, the member of the Village Council serving on this Committee shall be the Committee Chairperson.
2. The Chairperson shall appoint a member of the Committee or the staff liaison to record the minutes of all meetings and provide a copy of those minutes to

the Village Clerk following approval of the minutes by an affirmative vote of the Committee during a publicly noticed meeting.

3. The Committee will establish a timeline for drafting of a RFP, publicly announcing the RFP, evaluating proposal responses and making its recommendations to the Village Council.

Section 8. Sunset. The Committee shall sunset on the date the agreement for audit services is presented to the Village Council for approval.

Section 9. Effective Date. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 13th day of April, 2023.

Motion to adopt by Sharon Mahoney, second by Mark Gregg.

FINAL VOTE AT ADOPTION

Mayor Joseph B. Pinder III	<u>Yes</u>
Vice Mayor Sharon Mahoney	<u>Yes</u>
Councilwoman Elizabeth Jolin	<u>Yes</u>
Councilman Mark Gregg	<u>Yes</u>
Councilman Henry Rosenthal	<u>Yes</u>


JOSEPH B. PINDER III, MAYOR

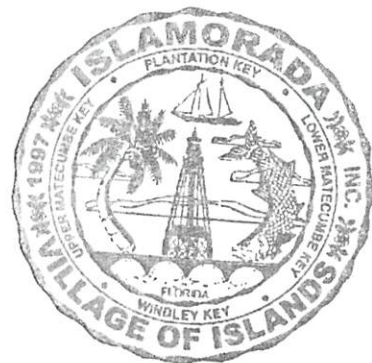
ATTEST:


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



021-0078 - ** CO ITT ** Auditor Selection Committee

Contact Information -- Person ID: 53961702

Name: Gail P Gargano Address: 79901 Overseas Highway
#310
Islamorada, Florida 33036 US

Home Phone: 954-410-9729 Alternate Phone:

Text Messaging Mobile No: 9544109729 Email: 51cookies@comcast.net

Notification Preference: Email Former Last Name:

Month and Day of Birth: 05/15

Personal Information

Driver's License: Yes, Florida

What is your highest level of education? Bachelor's Degree

Preferences**Objective**

To serve on the Audit Selection Committee

Education**College/University**

City University of New York, Herbert H. Lehman College
9/1969 - 6/1973
Bronx, New York

Did you graduate: Yes
Major/Minor: Mathematics
Degree Received: Bachelor's

Work Experience**Director of Finance**

11/1979 - 5/2014

City of Margate, Florida
www.margatefl.com
5790 Margate Boulevard
Margate, Florida 33063
954-972-6454

Hours worked per week:
Monthly Salary: \$0.00
Name of Supervisor: Jerry Blough (Retired) -
City Manager
May we contact this employer? Yes

Duties

To oversee and direct all functions of the Finance Department

Reason for Leaving

Retirement

Certificates and Licenses

Islamorada, Village of Islands has chosen not to collect this information for this job posting.

Skills

Office Skills

Typing:
Data Entry:

Additional Information**References**

Islamorada, Village of Islands has chosen not to collect this information for this job posting.

Resume**Text Resume****Attachments**

Supplemental Questions

1. Q: Are you an Islamorada Resident?

A: Yes

2. Q: List any experience you have had participating in activities related to advisory committees and government advisory committees.

A: In my tenure as Director of Finance, I served on various selection committees of the City, including Auditor Selection Committee

3. Q: List education and experience in the discipline of the committee for which you are applying.

A: Worked in the City of Margate for 35 years, all in the Finance Department. Held the title of Director of Finance from May, 1991 to my retirement in May, 2014

4. Q: Please state why you would like to be considered for an appointment to the committee.

A: To assist staff in the selection of an auditor, based on my working relationship and experience with the auditors of the City of Margate as the City's Director of Finance

021-0078 - ** CO ITT ** Auditor Selection Committee

Contact Information -- Person ID: 54116605

Name: Rachelle Keller Address: 204 Buttonwood Lane
Islamorada, Florida 33036 US

Home Phone: 9174533835 Alternate Phone:

Text Messaging Mobile No: 9174533835 Email: racheleckeller@gmail.com

Notification Preference: Email Former Last Name:

Month and Day of Birth: 06/14

Personal Information

Driver's License: Yes, Florida

What is your highest level of education?

Preferences**Objective**

Apply for committee roles.

Education**College/University**

Arkansas state
[Unspecified Start] - [Unspecified End]
Jonesboro, Arkansas

Did you graduate: Yes
Major/Minor: Accounting
Degree Received:

Work Experience**COO**

8/2011 - 8/2018

Citigroup
388 Greenwich st
New York , New York 10008

Hours worked per week:
Monthly Salary: \$0.00
of Employees Supervised: 100
May we contact this employer?

Duties

COO of Prime Futures and securities services division. Revenues of over \$5bn annually.

Reason for Leaving

Retired

Certificates and Licenses

Islamorada, Village of Islands has chosen not to collect this information for this job posting.

Skills

Office Skills

Typing:
Data Entry:

Languages

Spanish - Speak, Read

Additional Information

Additional Information

My degree is in accounting and I began my career as a CPA from 1983 until 1990. I was certified in Florida but my license became inactive when I changed career paths to corporate. I was a CFO of several divisions at JPMORGAN Chase from 1990 until 2008, including Treasury and Securities Services, the \$10bn operating services arm of the bank where I managed over 600 staff. I spent 2 years at Fidelity as the CFO of their Institutional Services division and then moved to CITI in 2011.

All my career details are on my Linked In page. I am currently retired and am an SEC qualified financial expert for Non-Executive Board positions.

In my years as a CPA I specialized in governmental audits so am very familiar with the operations of municipalities and counties. (Although it's obviously been awhile).

References

Islamorada, Village of Islands has chosen not to collect this information for this job posting.

Resume

Text Resume

Attachments

Supplemental Questions

1. Q: Are you an Islamorada Resident?

A: Yes

2. Q: List any experience you have had participating in activities related to advisory committees and government advisory committees.

A: I have experience as a non-executive board member where I chaired audit and other committees. As a cpa managing governmental audits I have presented to many audit committees and councils . In my corporate roles I often presented to senior and board level committees.

3. Q: List education and experience in the discipline of the committee for which you are applying.

A: Included in additional information.

4. Q: Please state why you would like to be considered for an appointment to the committee.

A: We moved here a bit ago and I would like to give back to my new community and home.

Contact Information -- Person ID: 54310121

Name: Joan Scholz Address: 122 Pelican Road
Tavernier, Florida 33070-2440 US

Home Phone: 305-619-0139 Alternate Phone:

Text Messaging Mobile No: 3056190139 Email: jcscholz@att.net

Notification Preference: Email Former Last Name:

Month and Day of Birth:

Personal Information

Driver's License: Yes, Florida

What is your highest level of education? Master's Degree

Preferences**Objective**

To ensure the Village of Islamorada through a bid process selects the most qualified financial/operational audit firm that is unbiased, timely, and provides relevant information that the Village's residents/citizens, and other stakeholders can use to promote local government financial accountability, increased transparency and stewardship, improve and identify opportunities for improvement the Village of Islamorada's governmental financial operations.

Education**Graduate School**

New York University - Polytechnic School of Engineering
<https://engineering.nyu.edu/>
1995 - 1997
New York, New York

Did you graduate: Yes
Major/Minor: MS -
Telecommunications and Computing
Management
Units Completed: 36 Semester
Degree Received: Master's

College/University

State University of New York - Empire State College
<https://www.sunyempire.edu/>
1993 - 1995
, New York

Did you graduate: Yes
Major/Minor: BS - Computer and
Information Sciences and Support
Services
Units Completed: 128 Quarter
Degree Received: Bachelor's

Professional

Columbia University
<https://execed.business.columbia.edu/>
1995 - 1995
New York, New York

Did you graduate: Yes
Major/Minor: Executive Management
Education, Managing Interpersonal
and Group Dynamics
Degree Received: Professional

Professional

Dale Carnegie Effective Communication and Interpersonal Skills
<https://www.dalecarnegie.com/en/courses/190>
1990 - 1990
New York, New York

Did you graduate: Yes
Major/Minor:
Degree Received: Professional

Work Experience**Executive Director**

8/2011 - 8/2014

Florida Keys Wild Bird Center
92080 Overseas Highway
Tavernier, Florida 33070

Hours worked per week:
Monthly Salary: \$0.00
May we contact this employer?

Duties

Board Member prior to becoming the Executive Director. ED duties included but were not limited to ensuring the health and welfare of the injured and rehabilitation patients and residents, staff and Sanctuary and Education visitors; streamlining operations; establishing financial controls and monitoring financials (monthly board financial statements monthly/ytd comparison's and analysis), promoted fundraising events, pursued Grant opportunities and ensure Not-For-Profit Annual Audit was performed. During the annual audit, the auditor reviewed FKWBC organization's various financial statements and reporting to determine opportunities that will help improve the financial health of the organization. They also examined the internal controls to ensure the security of our finances. The organization streamlined its operations and saved \$80,000 in the first six months of my assuming the ED position.

Reason for Leaving

Retired. Rescued the FKWBC, left it financially prosperous, purchased new hospital "BIRDgency" and education center. Served as FKWBC Board Member 07/2010-07/2011. The prior Executive Director (ED) left the organization, so I stepped off the Board and assumed the position of ED. The FKWBC was in dire shape financially when I assumed the ED role and when I retired the organization was flourishing financially.

Director

1/1981 - 7/2009

Hours worked per week:

Monthly Salary: \$0.00

May we contact this employer?

Verizon

1095 Avenue of Americas

New York, New York 10036

Duties

Held various positions with increasing responsibilities during my tenure, 28+ years at Verizon. Retired as Director - Performance Results and Analysis; prior Director Program Management Engineering/Data Services; prior Verizon Business - Senior Consultant; prior Verizon Senior Staff Specialist just to name a few.

Managed national teams, financials and budget. Provided performance data, audit analysis and metrics (VZ metrics reported to Wall Street) analysis and quality assurance. Directed the development, reporting and analysis for the national subsidiary. Identified efficiencies/redundancies associated with the MCI acquisition.

Provided mergers and acquisitions, and Long Distance Entry (ensure open and competitive market) national support to the Federal (FCC) & State (NY, New England (MA, NH, ME, RI, VT), Chesapeake & Potomac (NJ, PA, Washington, D.C., MD, VA, WV) Operations, Regulatory and Legal Organizations. Liaison Operations & IT system development; Operations & Legal/Regulatory.

Reason for Leaving

Retired

Certificates and Licenses

Islamorada, Village of Islands has chosen not to collect this information for this job posting.

Skills

Office Skills

Typing:

Data Entry:

Additional Information**References**

Islamorada, Village of Islands has chosen not to collect this information for this job posting.

Resume**Text Resume****Attachments**

Supplemental Questions

1. Q: Are you an Islamorada Resident?

A: Yes

2. Q: List any experience you have had participating in activities related to advisory committees and government advisory committees.

A: Verizon - Director - Managed national teams, financials and budget. Provided performance data, audit, analysis and metrics (VZ metrics reported to Wall Street) analysis and quality assurance to FCC and State Regulatory organizations.
Board of Director & Executive Director - Florida Keys Wild Bird Rehabilitation Center - analysis of financials and annual audit
Vice President - Peoples Association of Roxbury, NY
Far Rockaway Small Business Association; Redevelopment and Revitalization - VZ Representative
Village of Islamorada - Water Quality Committee Member

3. Q: List education and experience in the discipline of the committee for which you are applying.

A: Extensive performance metric audit analysis reporting skills in my various positions with Verizon reporting to State and Federal Regulatory organizations.
Florida Keys Wild Bird Center Board Member/Executive Director - financial / budget analysis, operational controls experience, required external annual audit.

4. Q: Please state why you would like to be considered for an appointment to the committee.

A: To ensure the Village of Islamorada through a bid process selects the most qualified financial/operational audit firm that is unbiased, timely, and provides relevant and pertinent information that the Village's residents/citizens, and other stakeholders can use to promote local government financial accountability, increased transparency and stewardship, improve and identify opportunities for improvement the Village of Islamorada's governmental financial operations.



Council Communication

To: Mayor and Village Council
From: Bryan Cook, Interim Village Manager, Maria Bassett, Finance Director
Date: August 17, 2023
SUBJECT: **Direction from the Village Council Regarding FY 23-24 Millage Rate, Staff COLA, and/or Additional Budget Workshop - TAB 24**

Background:

Two FY 2023-2024 Budget Workshops were held on August 2, 2023, and August 3, 2023. At the conclusion of the second workshop, the Village Council requested that staff amend the proposed budget document for changes made during the workshops and present the revised document at the August 17, 2023, regular Village Council meeting.

Analysis:

The General Fund information was prepared utilizing the Preliminary Millage Rate of 3.0000 and a COLA for all staff of 7%. The Interim Village Manager will explain staff's recommendation for a 7% COLA for staff. The Full-time Equivalents listing on pages 1 through 4 reflects removal of the Development Services Director position at this time pending further evaluation by the Interim and/or future Village Manager. At the workshops, the Village Council agreed that a full-time position should be added for a Resiliency Officer and a part-time position should be added for an Arts and Culture Coordinator. Preliminary evaluation indicates that initially the responsibilities of both positions might be fulfilled by existing staff assigned expanded duties. These positions have not yet been added to the FTE Listing for FY 2023-2024, therefore.

Budget Impact:

General Fund Summaries are provided at Tab 2, pages 16 through 26 reflecting the 7% COLA. Additional General Fund Summaries with information regarding the impact on Fund Balance are available at Tab 7 reflecting 3% COLA, 5% COLA, and a tiered COLA scenario. To meet the terms of the Fire Rescue Collective Bargaining Agreement, analysis of individual positions and pay range per position must be analyzed under the tiered COLA scenario. This analysis will be explained at the August 17, 2023, an additional budget workshop, or the first FY 2023-2024 budget hearing on September 12, 2023.

Staff Impact:

None at this time.

Recommendation:

Staff recommends that the Village Council provide guidance to staff for finalization of the FY 2023-2024 budget as it deems appropriate after considering the information provided, public input, and additional explanations from staff.

Attachments: 1. FY23-24 Proposed Bgt_081723 RVCM



ISLAMORADA, VILLAGE OF ISLANDS

FY 2023 – 2024

PROPOSED BUDGET

AUGUST 17, 2023

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Personnel

- Full-Time Equivalents (FTEs)
- Proposed Compensation Detail w/7% increases
- Fire Rescue CBA Member Step Plan Detail

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General Fund (001)

- FY 2022-2023 Projection
- FY 2023-2024 Millage Scenarios w/7% increases
 - Rolled-back Rate (2.6634 mills)
 - Suggested (2.7500 mills)
 - Break-Even (2.9316 mills)
 - Preliminary (3.0000 mills)
- General Fund Revenues (3.0000 mills)
- General Fund Expenditures
 - Village Council Department
 - Village Attorney Department
 - Village Manager Department
 - Village Clerk Department
 - Finance & Administration Department
 - IT & Communications Department
 - Planning & Development Services Department
 - Code Compliance Department
 - Local Law Enforcement (MCSO) Department
 - Fire Rescue Department
 - Public Works Department
 - Parks & Recreation Department

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Special Revenue Funds

- Impact Fee Fund (101)
- Solid Waste Fund (102)
- Transportation Fund (103)
- Affordable Housing Fund (104)
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Capital Project Fund (300)

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Enterprise Funds

- Marina Enterprise Fund (401)
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Other Staff COLA Scenarios

- Millage Rate & Staff COLA Summary
- General Fund Summaries – various millages & 3% COLA
- General Fund Summaries – various millages & 5% COLA
- General Fund Summaries – various millages & Tiered COLA

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TAB 1

PERSONNEL

ISLAMORADA, VILLAGE OF ISLANDS

**STAFFING COMPARISON
FY 2022-23 ADOPTED BUDGET VS FY 2023-24 PRELIMINARY BUDGET**

Dept	Position Title	FTEs FY 22-23	FTEs FY 23-24	Inc (Dec)
<u>GENERAL FUND - General Government</u>				
Village Attorney				
	Village Attorney	1.00	-	(1.00)
	Legal Assistant	1.00	-	(1.00)
		2.00	-	(2.00)
Village Manager				
	Village Manager	1.00	1.00	-
	Executive Assistant/Public Relations	1.00	1.00	-
	Environmental Resources Mgr	1.00	1.00	-
	Human Resources Director	1.00	1.00	-
	Human Resources Assistant	-	1.00	1.00
		4.00	5.00	1.00
Village Clerk				
	Village Clerk	1.00	1.00	-
	Deputy Village Clerk	1.00	1.00	-
		2.00	2.00	-
Finance & Administration				
	Finance Director	0.90	0.90	-
	Staff Accountant	1.00	2.00	1.00
	Wastewater & Capital Projects Accountant	0.50	-	(0.50)
	Procurement and Grants Administrator	1.00	1.00	-
	Accounts Payable Clerk / Cashier	0.75	0.75	-
		4.15	4.65	0.50
Planning & Development Services				
	Planning and Development Services Director	1.00	-	(1.00)
	Planning Director	1.00	1.00	-
	Engineer	-	1.00	1.00
	Environmental Planner	1.00	1.00	-
	Senior Planner	1.00	1.00	-
	Planner	1.00	1.00	-
	Planning Coordinator	1.00	1.00	-
	Planning & Zoning Technician	1.00	1.00	-
		7.00	7.00	-
IT & Communications				
	Network Engineer	1.00	1.00	-
	Systems Engineer	1.00	1.00	-
	Software Admin/Tng&Customer Support	0.50	0.80	0.30
	AV Technician	1.00	1.00	-
		3.50	3.80	0.30

ISLAMORADA, VILLAGE OF ISLANDS

**STAFFING COMPARISON
FY 2022-23 ADOPTED BUDGET VS FY 2023-24 PRELIMINARY BUDGET**

Dept	Position Title	FTEs FY 22-23	FTEs FY 23-24	Inc (Dec)
Code Enforcement				
	Sr. Code Compliance Officer	0.75	0.75	-
	Code Compliance Officer	1.50	1.50	-
		2.25	2.25	-
<u>GENERAL FUND - Public Safety</u>				
Local Law Enforcement (MCSO)				
	Administrative Assistant	1.00	1.00	-
		1.00	1.00	-
Fire Rescue				
	Fire Chief	1.00	1.00	-
	Assistant Fire Chief	1.00	1.00	-
	Administrative Assistant	1.00	1.00	-
	Fire Inspector	0.65	0.65	-
	Logistics Officer	1.00	1.00	-
	Firefighter / Paramedic / Captain	3.00	3.00	-
	Firefighter / Paramedic / Lieutenant	6.00	6.00	-
	Firefighter / Paramedic	15.00	13.00	(2.00)
	Firefighter / EMT	6.00	8.00	2.00
	SAFER Grant Positions	6.00	6.00	-
	On Call	2.50	2.50	-
		43.15	43.15	-
<u>GENERAL FUND - Transportation</u>				
Public Works				
	Public Works Director	0.30	0.40	0.10
	Assistant Public Works Director	1.00	1.00	-
	Public Works Coordinator	0.50	0.50	-
	Crew Chief - Road Division	3.00	3.00	-
	Building Maintenance Worker	1.00	1.00	-
	Road Maintenance Staff	6.00	6.00	-
	Anne's Beach Facility Attendant	1.00	1.00	-
	Litter Removal	2.00	2.00	-
	Fills Facility Attendant	1.00	1.00	-
		15.80	15.90	0.10
<u>GENERAL FUND - Culture & Recreation</u>				
Parks & Recreation				
	Founders Park Director	1.00	1.00	-
	Founders Park and Program Manager	1.00	1.00	-
	Office Coordinator	1.00	1.00	-
	Recreation Program Leader	1.00	1.00	-
	Crew Chief - Park Facility & Grounds	1.00	1.00	-
	Facility & Grounds Maintenance Worker	3.00	4.00	1.00
	Head Lifeguard/Pool Operator	1.00	1.00	-
	Sr. Lifeguard	1.00	1.00	-
	Lifeguard	2.00	2.00	-

ISLAMORADA, VILLAGE OF ISLANDS

**STAFFING COMPARISON
FY 2022-23 ADOPTED BUDGET VS FY 2023-24 PRELIMINARY BUDGET**

Dept	Position Title	FTEs FY 22-23	FTEs FY 23-24	Inc (Dec)
	Facility Attendant	2.00	2.00	-
	Facility Attendant (Security)	1.00	1.00	-
	Marina and Park Maintenance Worker	0.50	0.50	-
	P/T Lifeguard	3.50	3.50	-
	P/T Facility Attendant	3.00	3.00	-
	Seasonal Staff	4.00	4.00	-
		26.00	27.00	1.00
	TOTAL - GENERAL FUND	110.85	111.75	0.90
Solid Waste Fund				
	Public Works Director	0.10	0.10	-
		0.10	0.10	-
Building Fund				
	Chief Building Official	1.00	1.00	-
	Deputy Building Official	1.00	1.00	-
	Sr. Inspector	1.00	1.00	-
	Inspector	1.00	1.00	-
	Building Services Coordinator	1.00	1.00	-
	Floodplain / CRS Coordinator	1.00	1.00	-
	Permit Clerk	3.00	3.00	-
	Sr. Code Compliance Officer	0.25	0.25	-
	Code Compliance Officer	0.50	0.50	-
	Software Admin/Tng&Customer Support	0.50	0.20	(0.30)
	Finance Director	0.10	-	(0.10)
	Public Works & Wastewater Director	0.10	-	(0.10)
	Accounts Payable Clerk / Cashier	0.25	0.25	-
	Fire Inspector	0.35	0.35	-
		11.05	10.55	(0.50)
PYH Marina Fund				
	Dockmaster	1.00	1.00	-
	Assistant Dockmaster	3.00	3.00	-
	Marina/IFP Maintenance Worker	0.50	0.50	-
		4.50	4.50	-
Wastewater Utility Fund				
	Public Works Director	0.40	0.40	-
	Public Works Coordinator	0.50	0.50	-
	Wastewater Operations Supervisor	1.00	1.00	-
	Wastewater Technicians	5.00	5.00	-
	Wastewater & Capital Projects Accountant	0.50	-	(0.50)
	Finance Director	-	0.10	0.10
		7.40	7.00	(0.40)

ISLAMORADA, VILLAGE OF ISLANDS

**STAFFING COMPARISON
FY 2022-23 ADOPTED BUDGET VS FY 2023-24 PRELIMINARY BUDGET**

Dept	Position Title	FTEs FY 22-23	FTEs FY 23-24	Inc (Dec)
Stormwater Utility Fund				-
	Public Works Director	0.10	0.10	-
		0.10	0.10	-
GRAND TOTAL - ALL FUNDS		134.00	134.00	-
Full-Time		121.00	121.00	-
Part-Time		13.00	13.00	-
		134.00	134.00	-
Sheriff's Contract Personnel		18.00	18.00	-
		152.00	152.00	-

ISLAMORADA, VILLAGE OF ISLANDS

Staff Compensation

FY 2023-2024 Budget

4.00% 401A

Average monthly rate with est. change @
7/1/202413.93%
33.17%
35.17%FRS - Regular Class
FRS - Special Risk Class
FRS - Sr. Management

Fund - Function - Department - Position	Pay Grade	Base Salary/Wages @ 9/30/2023	Increase 7.00%	Base Salary/Wages w/increase 10/1/2023	Other Pay Categories / Incentives	Bonus Longevity Bonus	FICA & Medicare (FICA Limit \$160,200)	Pension Contribution Rate	Pension Contribution Amount	Total Compensation (without insurance benefits)
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GENERAL FUND

General Government

Village Manager (#001-0300)

Village Manager	20	248,000.00	-	248,000.00	-	-	13,528.40	13.93%	34,546.40	296,074.80
Human Resources Director	13	94,588.08	6,621.17	101,209.25	-	-	7,742.51	13.93%	14,098.45	123,050.20
Environmental Resources Manager	10	85,375.91	5,976.31	91,352.22	-	-	6,988.45	13.93%	12,725.36	111,066.03
Executive Assistant/Public Relations	9	70,220.80	4,915.46	75,136.26	-	-	5,747.92	13.93%	10,466.48	91,350.66
Human Resources Assistant (NEW)		-	-	50,000.00	-	-	3,825.00	13.93%	6,965.00	60,790.00
OVERTIME					2,500.00		191.25	13.93%	348.25	3,039.50
		498,184.79	17,512.94	565,697.73	2,500.00	-	38,023.53		79,149.94	685,371.19

Village Clerk (#001-0400)

Village Clerk	12	90,950.00	6,366.50	97,316.50	-	-	7,444.71	13.93%	13,556.19	118,317.40
Deputy Village Clerk	7	64,609.17	4,522.64	69,131.81	-	-	5,288.58	13.93%	9,630.06	84,050.46
OVERTIME					5,000.00		382.50	13.93%	696.50	6,079.00
		155,559.17	10,889.14	166,448.31	5,000.00	-	13,115.80		23,882.75	208,446.86

Finance and Administration (#001-0500)

Finance Director (90%)	18	144,627.96	10,123.96	154,751.91	-	-	11,183.07	13.93%	21,556.94	187,491.93
Procurement and Grants Administrator	10	97,260.82	6,808.26	104,069.08	-	-	7,961.28	13.93%	14,496.82	126,527.18
Senior Staff Accountant	11	80,000.00	5,600.00	85,600.00	-	-	6,548.40	13.93%	11,924.08	104,072.48
Staff Accountant	10	78,750.00	5,512.50	84,262.50	-	-	6,446.08	13.93%	11,737.77	102,446.35
Accounts Payable Clerk / Cashier (75%)	5	41,769.00	2,923.83	44,692.83	-	-	3,419.00	13.93%	6,225.71	54,337.54
OVERTIME					10,000.00		765.00	13.93%	1,393.00	12,158.00
		442,407.78	30,968.54	473,376.32	10,000.00	-	36,322.84		67,334.32	587,033.48

ISLAMORADA, VILLAGE OF ISLANDS

Staff Compensation

FY 2023-2024 Budget

4.00% 401A

Average monthly rate with est. change @ 7/1/2024	13.93%	FRS - Regular Class
	33.17%	FRS - Special Risk Class
	35.17%	FRS - Sr. Management

Fund - Function - Department - Position	Pay Grade	Base Salary/Wages @ 9/30/2023	Increase 7.00%	Base Salary/Wages w/increase 10/1/2023	Other Pay Categories / Incentives	Bonus Longevity Bonus	FICA & Medicare (FICA Limit \$160,200)	Pension Contribution Rate	Pension Contribution Amount	Total Compensation (without insurance benefits)
Planning and Development Services (#001-0600)										
Planning Director	16	140,000.00	9,800.00	149,800.00	-	-	11,459.70	13.93%	20,867.14	182,126.84
Engineer (VACANT)				100,000.00	-	-	7,650.00	13.93%	13,930.00	121,580.00
Sr. Environmental Planner	11	88,341.90	6,183.93	94,525.83	-	-	7,231.23	13.93%	13,167.45	114,924.51
Senior Planner	11	84,262.50	5,898.38	90,160.88	-	-	6,897.31	13.93%	12,559.41	109,617.59
Planner (VACANT)	10			80,000.00	-	-	6,120.00	13.93%	11,144.00	97,264.00
Planning & Zoning Technician	9	65,998.40	4,619.89	70,618.29	-	-	5,402.30	13.93%	9,837.13	85,857.71
Planning Coordinator	7	59,403.49	4,158.24	63,561.73	-	-	4,862.47	13.93%	8,854.15	77,278.36
OVERTIME					10,000.00		765.00	13.93%	1,393.00	12,158.00
		438,006.29	30,660.44	648,666.73	10,000.00	-	50,388.00		91,752.28	800,807.01
IT and Communications (#001-0700)										
IT Manager & Network Systems Engineer	13	107,895.84	7,552.71	115,448.55	-	-	8,831.81	13.93%	16,081.98	140,362.35
Network & Computer Systems Administrator	13	89,880.00	6,291.60	96,171.60	-	-	7,357.13	13.93%	13,396.70	116,925.43
Software Admin/Tng&Customer Spt (80%)	8	59,249.00	4,147.43	63,396.43	-	-	4,849.83	13.93%	8,831.12	77,077.38
AV Technician	7	52,000.00	3,640.00	55,640.00	-	-	4,256.46	13.93%	7,750.65	67,647.11
OVERTIME					2,500.00		191.25	13.93%	348.25	3,039.50
		309,024.84	21,631.74	330,656.58	2,500.00	-	25,486.48		46,408.71	405,051.77
Code Compliance (#001-1100)										
Sr. Code Compliance Officer	7	64,754.94	4,532.85	69,287.79	-	-	5,300.52	13.93%	9,651.79	84,240.09
Code Compliance Officer	6	50,663.56	3,546.45	54,210.01	-	-	4,147.07	13.93%	7,551.45	65,908.53
Code Compliance Officer	6	48,256.57	3,377.96	51,634.53	-	-	3,950.04	13.93%	7,192.69	62,777.26
OVERTIME					10,000.00		765.00	13.93%	1,393.00	12,158.00
25% Allocation to Building Fund		(40,918.77)	(2,864.31)	(43,783.08)	(2,500.00)	-	(3,540.66)		(6,447.23)	(56,270.97)
		122,756.30	8,592.94	131,349.24	7,500.00	-	10,621.97		19,341.70	168,812.91

ISLAMORADA, VILLAGE OF ISLANDS

Staff Compensation

FY 2023-2024 Budget

4.00% 401A

Average monthly rate with est. change @
7/1/2024

13.93%

FRS - Regular Class

33.17%

FRS - Special Risk Class

35.17%

FRS - Sr. Management

Fund - Function - Department - Position	Pay Grade	Base Salary/Wages @ 9/30/2023	Increase	Base Salary/Wages w/increase 10/1/2023	Other Pay Categories / Incentives	Bonus	FICA & Medicare (FICA Limit \$160,200)	Pension Contribution Rate	Pension Contribution Amount	Total Compensation
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7.00%

Longevity Bonus

(without insurance
benefits)Public Safety**Local Law Enforcement (#001-0800)**

Administrative Assistant	4	54,037.57	3,782.63	57,820.20	-	-	4,423.25	13.93%	8,054.35	70,297.80
OVERTIME					500.00		38.25	13.93%	69.65	607.90
		54,037.57	3,782.63	57,820.20	500.00	-	4,461.50		8,124.00	70,905.70

Fire Rescue (#001-0900)

Fire Chief	16	131,019.20	9,171.34	140,190.54	8,999.90	-	11,413.07	33.17%	49,486.47	210,089.98
Assistant Fire Chief	13	106,732.50	7,471.28	114,203.78	3,999.84	-	9,042.58	33.17%	39,208.14	166,454.33
Administrative Assistant	4	62,951.11	4,406.58	67,357.69	-	-	5,152.86	4.00%	2,694.31	75,204.86
Fire Prevention & Inspector (65%) (VACANT)	8			38,339.44	4,399.98	-	3,269.57	13.93%	5,953.60	51,962.58
Logistics Officer	8	66,295.77	4,640.70	70,936.47	6,199.96	1,872.00	6,044.15	33.17%	26,207.10	111,259.68
CBA MEMBERS - FROM DETAIL SHEET		2,017,989.34	188,437.99	2,206,427.32	263,042.24	17,212.00	241,969.01	33.17%	1,049,164.98	3,777,815.55
KELLY DAYS					84,925.86					84,925.86
OVERTIME					591,386.17					591,386.17
HOLIDAY PAY					50,000.00	-	3,825.00	33.17%	16,585.00	70,410.00
5% increase for 2 FF/EMTs to FF/Medic					5,000.00	-	382.50	33.17%	1,658.50	7,041.00
Projected incentive pay additions					25,000.00	-	1,912.50	33.17%	8,292.50	35,205.00
9th Shift Pay					150,000.00	-	11,475.00	33.17%	49,755.00	211,230.00
PART TIME (Firewatch/On Call)					100,000.00	-	7,650.00	0.00%	-	107,650.00
		2,384,987.92	214,127.89	2,637,455.24	1,292,953.95	19,084.00	302,136.23		1,249,005.59	5,500,635.01

Transportation**Public Works (#001-1200)**

Public Works Director (40%)	16	53,693.59	3,758.55	57,452.14	-	-	4,395.09	13.93%	8,003.08	69,850.31
Asst. Public Works Director	11	69,789.57	4,885.27	74,674.84	-	-	5,712.63	13.93%	10,402.21	90,789.67
Public Works Coordinator (50%)	8	34,840.00	2,438.80	37,278.80	-	-	2,851.83	13.93%	5,192.94	45,323.57
Crew Chief - Road Division	5	51,349.14	3,594.44	54,943.58	-	-	4,203.18	13.93%	7,653.64	66,800.40
Crew Chief - Road Division	5	51,349.14	3,594.44	54,943.58	-	-	4,203.18	13.93%	7,653.64	66,800.40
Crew Chief - Road Division	5	48,896.43	3,422.75	52,319.18	-	-	4,002.42	13.93%	7,288.06	63,609.66
Building Maintenance Worker	3	50,342.29	3,523.96	53,866.25	-	-	4,120.77	13.93%	7,503.57	65,490.59

ISLAMORADA, VILLAGE OF ISLANDS

Staff Compensation

FY 2023-2024 Budget

4.00% 401A

Average monthly rate with est. change @
7/1/202413.93%
33.17%
35.17%FRS - Regular Class
FRS - Special Risk Class
FRS - Sr. Management

Fund - Function - Department - Position	Pay Grade	Base Salary/Wages @ 9/30/2023	Increase 7.00%	Base Salary/Wages w/Increase 10/1/2023	Other Pay Categories / Incentives	Bonus Longevity Bonus	FICA & Medicare (FICA Limit \$160,200)	Pension Contribution Rate	Pension Contribution Amount	Total Compensation (without insurance benefits)
Road Maintenance Worker	3	38,324.83	2,682.74	41,007.57	-	-	3,137.08	13.93%	5,712.35	49,857.00
Road Maintenance Worker	3	40,040.70	2,802.85	42,843.55	-	-	3,277.53	13.93%	5,968.11	52,089.19
Road Maintenance Worker	3	40,040.70	2,802.85	42,843.55	-	-	3,277.53	4.00%	1,713.74	47,834.82
Road Maintenance Worker	3	38,330.23	2,683.12	41,013.35	-	-	3,137.52	13.93%	5,713.16	49,864.03
Road Maintenance Worker	3	38,330.24	2,683.12	41,013.36	-	-	3,137.52	13.93%	5,713.16	49,864.04
Road Maintenance Worker	3	38,324.83	2,682.74	41,007.57	-	-	3,137.08	13.93%	5,712.35	49,857.00
Anne's Beach Facility Attendant (VACANT)	3			38,324.83	-	-	2,931.85	13.93%	5,338.65	46,595.33
Fills Beach Facility Attendant	2	38,380.32	2,686.62	41,066.94	-	-	3,141.62	13.93%	5,720.63	49,929.19
Litter Removal	2	38,348.20	2,684.37	41,032.57	-	-	3,138.99	13.93%	5,715.84	49,887.40
Litter Removal	2	38,324.83	2,682.74	41,007.57	-	-	3,137.08	13.93%	5,712.35	49,857.00
Litter Removal (VACANT)	2			38,324.83	-	-	2,931.85	13.93%	5,338.65	46,595.33
OVERTIME					20,000.00		1,530.00	13.93%	2,786.00	24,316.00
		708,705.04	49,609.35	834,964.05	20,000.00	-	65,404.75		114,842.13	1,035,210.93

Culture and Recreation**Parks & Recreation (#001-1300)**

Founders Park Director	13	86,276.66	6,039.37	92,316.03	-	-	7,062.18	13.93%	12,859.62	112,237.82
Founders Park and Program Manager	9	67,614.72	4,733.03	72,347.75	-	-	5,534.60	13.93%	10,078.04	87,960.39
Office Coordinator	6	50,943.98	3,566.08	54,510.06	-	-	4,170.02	13.93%	7,593.25	66,273.33
Recreation Program Leader	5	48,838.40	3,418.69	52,257.09	-	-	3,997.67	13.93%	7,279.41	63,534.17
Crew Chief	5	60,536.60	4,237.56	64,774.16	-	-	4,955.22	4.00%	2,590.97	72,320.35
Facility & Grounds Maint. Worker	3	46,672.69	3,267.09	49,939.78	-	-	3,820.39	4.00%	1,997.59	55,757.76
Facility & Grounds Maint. Worker	3	44,946.66	3,146.27	48,092.93	-	-	3,679.11	4.00%	1,923.72	53,695.75
Facility & Grounds Maint. Worker	3	35,578.65	2,490.51	38,069.16	-	-	2,912.29	13.93%	5,303.03	46,284.48
Facility & Grounds Maint. Worker (NEW)	3			35,000.00	-	-	2,677.50	13.93%	4,875.50	42,553.00
Marina and Park Facility Maint (50%)	3	20,654.01	1,445.78	22,099.79	-	-	1,690.63	4.00%	883.99	24,674.41
Head Lifeguard/Pool Operator	5	47,840.00	3,348.80	51,188.80	-	-	3,915.94	13.93%	7,130.60	62,235.34
Sr. Lifeguard	4	45,760.00	3,203.20	48,963.20	-	-	3,745.68	13.93%	6,820.57	59,529.46
Lifeguard 2	2	38,213.55	2,674.95	40,888.50	-	-	3,127.97	13.93%	5,695.77	49,712.24
Lifeguard 2	2	38,213.55	2,674.95	40,888.50	-	-	3,127.97	13.93%	5,695.77	49,712.24

ISLAMORADA, VILLAGE OF ISLANDS

Staff Compensation

FY 2023-2024 Budget

4.00%

401A

Average monthly rate with est. change @ 7/1/2024	13.93%	FRS - Regular Class
	33.17%	FRS - Special Risk Class
	35.17%	FRS - Sr. Management

Fund - Function - Department - Position		Pay Grade	Base Salary/Wages @ 9/30/2023	Increase 7.00%	Base Salary/Wages w/Increase 10/1/2023	Other Pay Categories / Incentives Longevity Bonus	Bonus	FICA & Medicare (FICA Limit \$160,200)	Pension Contribution Rate	Pension Contribution Amount	Total Compensation (without insurance benefits)
Lifeguard 1	1		33,361.74	2,335.32	35,697.06	-	-	2,730.83	13.93%	4,972.60	43,400.49
Lifeguard 1	1		33,361.12	2,335.28	35,696.40	-	-	2,730.77	13.93%	4,972.51	43,399.68
Lifeguard 1	1		33,342.40	2,333.97	35,676.37	-	-	2,729.24	13.93%	4,969.72	43,375.33
Lifeguard 1	1		31,324.80	2,192.74	33,517.54	-	-	2,564.09	13.93%	4,668.99	40,750.62
Lifeguard 1	1		31,324.80	2,192.74	33,517.54	-	-	2,564.09	13.93%	4,668.99	40,750.62
Facility Attendant	2		41,329.39	2,893.06	44,222.45	-	-	3,383.02	13.93%	6,160.19	53,765.65
Facility Attendant	2		36,940.80	2,585.86	39,526.66	-	-	3,023.79	13.93%	5,506.06	48,056.51
Facility Attendant (Security)	2		39,520.00	2,766.40	42,286.40	-	-	3,234.91	13.93%	5,890.50	51,411.81
P/T Lifeguards			-	-	-	68,250.00	-	5,221.13	13.93%	9,507.23	82,978.35
Seasonal PT Lifeguards			-	-	-	9,360.00	-	716.04	0.00%	-	10,076.04
P/T Facility Attendants			-	-	-	97,500.00	-	7,458.75	13.93%	13,581.75	118,540.50
F/T Seasonal Camp Counselors			-	-	-	17,280.00	-	1,321.92	0.00%	-	18,601.92
P/T Seasonal Camp Counselors			-	-	-	17,010.00	-	1,301.27	0.00%	-	18,311.27
OVERTIME			-	-	-	40,000.00	-	3,060.00	13.93%	5,572.00	48,632.00
GENERAL FUND TOTAL			912,594.52	63,881.62	1,011,476.13	249,400.00	-	96,457.02		151,198.37	1,508,531.53
			6,026,264.21	451,657.23	6,857,910.54	1,600,353.95	19,084.00	642,418.11		1,851,039.79	10,970,806.39
SOLID WASTE FUND (#102-1200)											
Public Works Director (10%)	16		13,423.40	939.64	14,363.03	-	-	1,098.77	13.93%	2,000.77	17,462.58
SOLID WASTE FUND TOTAL			13,423.40	939.64	14,363.03	-	-	1,098.77		2,000.77	17,462.58
BUILDING FUND (#107-1000)											
Chief Building Official	14		138,611.32	9,702.79	148,314.11	-	-	11,346.03	13.93%	20,660.16	180,320.30
Deputy Building Official (VACANT)					110,000.00	-	-	8,415.00	13.93%	15,323.00	133,738.00
Building Inspector/Plans Examiner (VACANT)	10				90,000.00	-	-	6,885.00	13.93%	12,537.00	109,422.00
Floodplain/CRS Coordinator	10		68,036.59	4,762.56	72,799.15	-	-	5,569.14	13.93%	10,140.92	88,509.21
Building Services Coordinator	7		65,269.06	4,568.83	69,837.89	-	-	5,342.60	13.93%	9,728.42	84,908.91
Permit Clerk	4		55,640.00	3,894.80	59,534.80	-	-	4,554.41	13.93%	8,293.20	72,382.41
Permit Clerk	4		55,484.21	3,883.89	59,368.10	-	-	4,541.66	13.93%	8,269.98	72,179.74
Permit Clerk	4		44,990.40	3,149.33	48,139.73	-	-	3,682.69	13.93%	6,705.86	58,528.28

ISLAMORADA, VILLAGE OF ISLANDS

Staff Compensation

FY 2023-2024 Budget

	4.00%	401A
Average monthly rate with est. change @ 7/1/2024	13.93%	FRS - Regular Class
	33.17%	FRS - Special Risk Class
	35.17%	FRS - Sr. Management

Fund - Function - Department - Position	Pay Grade	Base Salary/Wages @ 9/30/2023	Increase 7.00%	Base Salary/Wages w/Increase 10/1/2023	Other Pay Categories / Incentives	Bonus Longevity Bonus	FICA & Medicare (FICA Limit \$160,200)	Pension Contribution Rate	Pension Contribution Amount	Total Compensation (without insurance benefits)
Software Admin/Tng&Customer Spt (20%)		14,812.25	1,036.86	15,849.11	-	-	1,212.46	13.93%	2,207.78	19,269.34
Fire Prevention & Inspector (35%) (VACANT)				20,644.31	-	-	1,579.29	13.93%	2,875.75	25,099.36
Accounts Payable Clerk / Cashier (25%)		13,923.00	974.61	14,897.61	-	-	1,139.67	13.93%	2,075.24	18,112.51
Code Compliance Dept. Allocation (25%)		40,918.77	2,864.31	43,783.08	-	-	3,349.41		6,447.23	53,579.72
OVERTIME					25,000.00		1,912.50	13.93%	3,482.50	30,395.00
BUILDING FUND TOTAL		497,685.60	34,837.99	753,167.90	25,000.00	-	59,529.84		108,747.04	946,444.79
MARINA FUND (#401-1400)										
Dockmaster	8	70,779.80	4,954.59	75,734.39	-	-	5,793.68	13.93%	10,549.80	92,077.87
Assistant Dockmaster	3	51,144.29	3,580.10	54,724.39	-	-	4,186.42	13.93%	7,623.11	66,533.91
Assistant Dockmaster	3	48,518.08	3,396.27	51,914.35	-	-	3,971.45	13.93%	7,231.67	63,117.46
Assistant Dockmaster	3	45,402.24	3,178.16	48,580.40	-	-	3,716.40	13.93%	6,767.25	59,064.05
Marina and Park Facility Maint (50%)	3	20,654.01	1,445.78	22,099.79	-	-	1,690.63	4.00%	883.99	24,674.41
OVERTIME					10,000.00		765.00	13.93%	1,393.00	12,158.00
MARINA FUND TOTAL		236,498.42	16,554.89	253,053.30	10,000.00	-	20,123.58		34,448.82	317,625.70
WASTEWATER UTILITY FUND (#402-1500)										
Public Works Director (40%)	16	53,693.59	3,758.55	57,452.14	-	-	4,395.09	13.93%	8,003.08	69,850.31
Wastewater Operations Supervisor	11	80,250.00	5,617.50	85,867.50	-	-	6,568.86	13.93%	11,961.34	104,397.71
Public Works Coordinator (50%)	8	34,840.00	2,438.80	37,278.80	-	-	2,851.83	13.93%	5,192.94	45,323.57
Wastewater Technician IV	7	69,550.00	4,868.50	74,418.50	-	-	5,693.02	13.93%	10,366.50	90,478.01
Wastewater Technician II	5	57,137.60	3,999.63	61,137.23	-	-	4,677.00	13.93%	8,516.42	74,330.65
Wastewater Technician II	5	53,347.63	3,734.33	57,081.96	-	-	4,366.77	13.93%	7,951.52	69,400.25
Wastewater Technician I	5	47,840.00	3,348.80	51,188.80	-	-	3,915.94	13.93%	7,130.60	62,235.34
Wastewater Technician I	5	46,737.60	3,271.63	50,009.23	-	-	3,825.71	13.93%	6,966.29	60,801.22
Wastewater Technician I	5	43,992.00	3,079.44	47,071.44	-	-	3,600.97	13.93%	6,557.05	57,229.46
Finance Director (10%)	18	16,069.77	1,124.88	17,194.66	-	-	1,242.56	13.93%	2,395.22	20,832.44
OVERTIME					35,000.00		2,677.50	13.93%	4,875.50	42,553.00
WASTEWATER FUND TOTAL		503,458.19	35,242.07	538,700.26	35,000.00	-	43,815.24		79,916.45	697,431.95

ISLAMORADA, VILLAGE OF ISLANDS
Staff Compensation
FY 2023-2024 Budget

	4.00%	401A
Average monthly rate with est. change @ 7/1/2024	13.93%	FRS - Regular Class
	33.17%	FRS - Special Risk Class
	35.17%	FRS - Sr. Management

Fund - Function - Department - Position	Pay Grade	Base Salary/Wages @ 9/30/2023	Increase	Base Salary/Wages w/increase 10/1/2023	Other Pay Categories / Incentives	Bonus	FICA & Medicare (FICA Limit \$160,200)	Pension Contribution Rate	Pension Contribution Amount	Total Compensation
			7.00%			Longevity Bonus				(without insurance benefits)
STORMWATER FUND (#403-1600)										
Public Works Director (10%)	16	13,423.40	939.64	14,363.03	-	-	1,098.77	13.93%	2,000.77	17,462.58
STORMWATER FUND TOTAL		13,423.40	939.64	14,363.03	-	-	1,098.77		2,000.77	17,462.58
VILLAGE TOTAL		\$ 7,290,753.21	\$ 540,171.46	\$ 8,431,558.08	\$ 1,670,353.95	\$ 19,084.00	\$ 768,084.32		\$ 2,078,153.64	\$ 12,967,233.98

Totals of Allocated Positions										
Finance Director		160,697.73	11,248.84	171,946.57	-	-	12,425.63	13.93%	23,952.16	208,324.36
Public Works & Wastewater Director		134,233.97	9,396.38	143,630.35	-	-	10,987.72	13.93%	20,007.71	174,625.78
Fire Prevention & Inspector (VACANT)		-	-	58,983.75	-	-	4,848.86	13.93%	8,829.35	77,061.94
Software Admin/Tng&Customer Spt		74,061.25	5,184.29	79,245.54	-	-	6,062.28	13.93%	11,038.90	96,346.72
Accounts Payable Clerk / Cashier		55,692.00	3,898.44	59,590.44	-	-	4,558.67	13.93%	8,300.95	72,450.06
Public Works Coordinator		69,680.00	4,877.60	74,557.60	-	-	5,703.66	13.93%	10,385.87	90,647.13
Marina and Park Facility Maint Worker		41,308.01	2,891.56	44,199.57	-	-	3,381.27	4.00%	1,767.98	49,348.82

ISLAMORADA, VILLAGE OF ISLANDS

Fire Rescue CBA

FY 2023-2024 Budget

EFFECTIVE 10/1/2023

Position Effective 10/1/2022		FT Active Status Date	Years in Service @ 10/1/2023	Anniversary Date in FY 23-24	Years In Service on Anniversary Date	Date of Previous Rank	Years in Rank @ 10/1/2023	Next Promotion Rank	Next Promotion Date	Next Step Increase %	October 1 Increase					
											Annual Wages @ 9/30/2023	Increase @ 10/1/2023	Mid-Year Increase	Annual Wages @ 10/1/2023	Total Hours	
General Increase: 7.0% PLUS STEP																
Fire Rescue (#001-0900)																
1	Captain 1	2/13/2007	16.63	2/13/2024	17	10/1/2021	2.00	Captain II	10/1/2023	5.0%	\$ 92,353.50	\$ 11,082.42	\$ -	\$ 103,435.92	2,496	
2	Captain 1	4/27/2015	8.43	4/27/2024	9	10/1/2021	2.00	Captain II	10/1/2023	5.0%	\$ 80,602.33	\$ 9,672.28	\$ -	\$ 90,274.61	2,496	
3	Captain 1	4/24/2008	15.44	4/24/2024	16	9/1/2022	1.08	Captain II	9/1/2024	5.0%	\$ 76,943.44	\$ 5,386.04	\$ 341.67	\$ 82,671.15	2,496	
4	Lieutenant I	3/1/2013	10.58	3/1/2024	11	10/1/2021	2.00	Lieutenant II	10/1/2023	5.00%	\$ 66,474.22	\$ 7,976.91	\$ -	\$ 74,451.13	2,496	
5	Lieutenant I	10/1/2014	9.00	10/1/2023	9	10/1/2021	2.00	Lieutenant II	10/1/2023	5.00%	\$ 63,990.45	\$ 7,678.85	\$ -	\$ 71,669.30	2,496	
6	Lieutenant I	2/25/2016	7.60	2/25/2024	8	10/1/2021	2.00	Lieutenant II	10/1/2023	5.00%	\$ 64,150.69	\$ 7,698.08	\$ -	\$ 71,848.77	2,496	
7	Lieutenant I	10/18/2016	6.95	10/18/2023	7	10/1/2021	2.00	Lieutenant II	10/1/2023	5.00%	\$ 62,521.56	\$ 7,502.59	\$ -	\$ 70,024.15	2,496	
8	Lieutenant I	11/24/2019	3.85	11/24/2023	4	11/24/2021	1.85	Lieutenant II	11/24/2023	5.00%	\$ 60,999.24	\$ 4,269.95	\$ 2,855.53	\$ 68,124.71	2,496	
9	Lieutenant I	10/28/2018	4.93	10/28/2023	5	4/22/2022	1.44	Lieutenant II	4/22/2024	5.00%	\$ 60,999.24	\$ 4,269.95	\$ 1,631.73	\$ 66,900.92	2,496	
10	Paramedic II	2/13/2007	16.63	2/13/2024	17	10/1/2021	2.00	Paramedic III	10/1/2023	2.50%	\$ 66,233.86	\$ 6,292.22	\$ -	\$ 72,526.08	2,496	
11	Paramedic II	11/4/2013	9.91	11/4/2023	10	12/14/2021	1.80	Paramedic III	10/2/2023	2.50%	\$ 59,637.18	\$ 5,665.53	\$ -	\$ 65,302.71	2,496	
12	Paramedic II	11/11/2013	9.89	11/11/2023	10	10/1/2021	2.00	Paramedic III	10/1/2023	2.50%	\$ 58,301.82	\$ 5,538.67	\$ -	\$ 63,840.49	2,496	
13	Paramedic II	11/4/2013	9.91	11/4/2023	10	10/1/2021	2.00	Paramedic III	10/1/2023	2.50%	\$ 58,408.65	\$ 5,548.82	\$ -	\$ 63,957.47	2,496	
14	Paramedic II	12/10/2015	7.81	12/10/2023	8	10/1/2021	2.00	Paramedic III	10/1/2023	2.50%	\$ 58,996.20	\$ 5,604.64	\$ -	\$ 64,600.84	2,496	
15	Paramedic II	10/18/2016	6.95	10/18/2023	7	10/1/2021	2.00	Paramedic III	10/1/2023	2.50%	\$ 57,180.12	\$ 5,432.11	\$ -	\$ 62,612.23	2,496	
16	Paramedic II	11/1/2016	6.92	11/1/2023	7	10/1/2021	2.00	Paramedic III	10/1/2023	2.50%	\$ 56,913.04	\$ 5,406.74	\$ -	\$ 62,319.78	2,496	
17	Paramedic II	6/28/2017	6.26	6/28/2024	7	10/1/2021	2.00	Paramedic III	10/1/2023	2.50%	\$ 56,939.75	\$ 5,409.28	\$ -	\$ 62,349.03	2,496	
18	Paramedic II	11/26/2018	4.85	11/26/2023	5	10/1/2021	2.00	Paramedic III	10/1/2023	2.50%	\$ 52,853.55	\$ 5,021.09	\$ -	\$ 57,874.64	2,496	
19	Paramedic I	11/24/2019	3.85	11/24/2023	4	10/1/2021	2.00	Paramedic II	10/1/2023	2.50%	\$ 50,209.54	\$ 4,769.91	\$ -	\$ 54,979.45	2,496	
20	Paramedic I	2/12/2021	2.64	2/12/2024	3	10/25/2021	1.93	Paramedic II	10/25/2023	2.50%	\$ 48,206.50	\$ 4,579.62	\$ -	\$ 52,786.12	2,496	
21	Paramedic I	11/30/2021	1.84	11/30/2023	2	11/30/2021	1.84	Paramedic II	11/30/2023	2.50%	\$ 48,197.76	\$ 3,373.84	\$ 1,070.11	\$ 52,641.71	2,496	
22	Paramedic I	11/30/2021	1.84	11/30/2023	2	11/30/2021	1.84	Paramedic II	11/30/2023	2.50%	\$ 48,206.50	\$ 3,374.45	\$ 1,070.30	\$ 52,651.26	2,496	
23	Paramedic I (G)	11/30/2021	1.84	11/30/2023	2	11/30/2021	1.84	Paramedic II	11/30/2023	2.50%	\$ 48,206.50	\$ 3,374.46	\$ 1,070.30	\$ 52,651.26	2,496	
24	Paramedic I (G)	11/30/2021	1.84	11/30/2023	2	11/30/2021	1.84	Paramedic II	11/30/2023	2.50%	\$ 48,206.50	\$ 3,374.46	\$ 1,070.30	\$ 52,651.26	2,496	
25	Paramedic I (G)	5/18/2022	1.37	5/18/2024	2	5/18/2023	0.37	Paramedic II	5/18/2024	2.50%	\$ 48,206.50	\$ 3,374.46	\$ 483.57	\$ 52,064.53	2,496	
26	Paramedic I (G)	5/18/2022	1.37	5/18/2024	2	5/18/2023	0.37	Paramedic II	5/18/2024	2.50%	\$ 48,206.50	\$ 3,374.46	\$ 483.57	\$ 52,064.53	2,496	
27	EMT	6/1/2005	18.33	6/1/2024	19	6/1/2005	18.33				\$ 62,681.80	\$ 4,387.73	\$ -	\$ 67,069.53	2,496	
28	EMT	5/16/2021	2.38	5/16/2024	3	5/16/2021	2.38				\$ 45,909.68	\$ 3,213.68	\$ -	\$ 49,123.36	2,496	
29	EMT	6/20/2021	2.28	6/20/2024	3	6/20/2021	2.28				\$ 45,909.68	\$ 3,213.68	\$ -	\$ 49,123.36	2,496	
30	EMT	11/30/2021	1.84	11/30/2023	2	11/30/2021	1.84				\$ 45,909.68	\$ 3,213.68	\$ -	\$ 49,123.36	2,496	
31	EMT	4/18/2022	1.45	4/18/2024	2	4/18/2022	1.45				\$ 45,909.68	\$ 3,213.68	\$ -	\$ 49,123.36	2,496	
32	EMT	5/18/2022	1.37	5/18/2024	2	5/18/2022	1.37				\$ 45,909.68	\$ 3,213.68	\$ -	\$ 49,123.36	2,496	
33	EMT	9/25/2022	1.02	9/25/2023	1	9/25/2022	1.02				\$ 45,909.68	\$ 3,213.68	\$ -	\$ 49,123.36	2,496	
34	EMT (G)	11/30/2021	1.84	11/30/2023	2	11/30/2021	1.84				\$ 45,901.44	\$ 3,213.10	\$ -	\$ 49,114.54	2,496	
35	EMT (G)	11/30/2021	1.84	11/30/2023	2	11/30/2021	1.84				\$ 45,901.44	\$ 3,213.10	\$ -	\$ 49,114.54	2,496	
36	EMT (G)	10/9/2022	0.98	10/9/2023	1	10/9/2022	0.98				\$ 45,901.44	\$ 3,213.10	\$ -	\$ 49,114.54	2,496	
												\$ 2,017,989.34	\$ 178,360.90	\$ 10,077.09	\$ 2,206,427.32	

ISLAMORADA, VILLAGE C
Fire Rescue CBA
FY 2023-2024 Budget
EFFECTIVE 10/1/2023

Position Effective 10/1/2022	Paid Kelly Day Hours	Kelly Day Wages	Overtime	Fire Incentives	Fire Longevity Bonus	TOTAL ANNUAL WAGES	FICA & Medicare (FICA Limit \$147,000)	Pension Contribution Amount	TOTAL COMPENSATION
			446.00					33.17%	
Fire Rescue (#001-0900)									
1 Captain 1	96	\$ 3,978.30	\$ 27,723.81	9,200.10	\$ 1,989.00	\$ 146,327.13	\$ 11,194.03	\$ 48,536.71	\$ 206,057.87
2 Captain 1	96	\$ 3,472.10	\$ 24,196.20	12,500.02	\$ 936.00	\$ 131,378.93	\$ 10,050.49	\$ 43,578.39	\$ 185,007.81
3 Captain 1	96	\$ 3,179.66	\$ 22,158.25	15,200.12	\$ 1,872.00	\$ 125,081.18	\$ 9,568.71	\$ 41,489.43	\$ 176,139.32
4 Lieutenant I	96	\$ 2,863.50	\$ 19,955.05	15,099.76	\$ 1,040.00	\$ 113,409.44	\$ 8,675.82	\$ 37,617.91	\$ 159,703.17
5 Lieutenant I	96	\$ 2,756.51	\$ 19,209.44	13,699.92	\$ 832.00	\$ 108,167.18	\$ 8,274.79	\$ 35,879.05	\$ 152,321.02
6 Lieutenant I	96	\$ 2,763.41	\$ 19,257.54	11,200.02	\$ 728.00	\$ 105,797.75	\$ 8,093.53	\$ 35,093.11	\$ 148,984.39
7 Lieutenant I	96	\$ 2,693.24	\$ 18,768.49	4,800.12	\$ -	\$ 96,286.00	\$ 7,365.88	\$ 31,938.06	\$ 135,589.94
8 Lieutenant I	96	\$ 2,620.18	\$ 18,259.39	10,500.10	\$ -	\$ 99,504.38	\$ 7,612.09	\$ 33,005.60	\$ 140,122.07
9 Lieutenant I	96	\$ 2,573.11	\$ 17,931.38	5,280.06	\$ -	\$ 92,685.46	\$ 7,090.44	\$ 30,743.77	\$ 130,519.67
10 Paramedic II	96	\$ 2,789.46	\$ 19,439.08	11,919.96	\$ 1,872.00	\$ 108,546.58	\$ 8,303.81	\$ 36,004.90	\$ 152,855.30
11 Paramedic II	96	\$ 2,511.64	\$ 17,503.01	20,400.38	\$ 936.00	\$ 106,653.75	\$ 8,159.01	\$ 35,377.05	\$ 150,189.80
12 Paramedic II	96	\$ 2,455.40	\$ 17,111.09	9,200.10	\$ 936.00	\$ 93,543.09	\$ 7,156.05	\$ 31,028.24	\$ 131,727.38
13 Paramedic II	96	\$ 2,459.90	\$ 17,142.45	16,860.22	\$ 936.00	\$ 101,356.04	\$ 7,753.74	\$ 33,619.80	\$ 142,729.58
14 Paramedic II	96	\$ 2,484.65	\$ 17,314.89	13,600.08	\$ 728.00	\$ 98,728.45	\$ 7,552.73	\$ 32,748.23	\$ 139,029.41
15 Paramedic II	96	\$ 2,408.16	\$ 16,781.88	11,200.02	\$ 728.00	\$ 93,730.30	\$ 7,170.37	\$ 31,090.34	\$ 131,991.01
16 Paramedic II	96	\$ 2,396.91	\$ 16,703.50	6,600.10	\$ 728.00	\$ 88,748.29	\$ 6,789.24	\$ 29,437.81	\$ 124,975.34
17 Paramedic II	96	\$ 2,398.04	\$ 16,711.34	6,600.10	\$ 728.00	\$ 88,786.50	\$ 6,792.17	\$ 29,450.48	\$ 125,029.15
18 Paramedic II	96	\$ 2,225.95	\$ 15,512.07	5,060.12	\$ -	\$ 80,672.78	\$ 6,171.47	\$ 26,759.16	\$ 113,603.40
19 Paramedic I	96	\$ 2,114.59	\$ 14,736.08	7,200.18	\$ -	\$ 79,030.30	\$ 6,045.82	\$ 26,214.35	\$ 111,290.47
20 Paramedic I	96	\$ 2,030.24	\$ 14,148.20	6,199.96	\$ -	\$ 75,164.51	\$ 5,750.09	\$ 24,932.07	\$ 105,846.67
21 Paramedic I	99	\$ 2,087.95	\$ 14,109.50	-	\$ -	\$ 68,839.16	\$ 5,266.20	\$ 22,833.95	\$ 96,939.31
22 Paramedic I	96	\$ 2,025.05	\$ 14,112.06	5,699.98	\$ -	\$ 74,488.34	\$ 5,698.36	\$ 24,707.78	\$ 104,894.48
23 Paramedic I (G)	96	\$ 2,025.05	\$ 14,112.06	4,800.12	\$ -	\$ 73,588.48	\$ 5,629.52	\$ 24,409.30	\$ 103,627.30
24 Paramedic I (G)	96	\$ 2,025.05	\$ 14,112.06	-	\$ -	\$ 68,788.36	\$ 5,262.31	\$ 22,817.10	\$ 96,867.78
25 Paramedic I (G)	96	\$ 2,002.48	\$ 13,954.79	2,400.06	\$ -	\$ 70,421.86	\$ 5,387.27	\$ 23,358.93	\$ 99,168.07
26 Paramedic I (G)	96	\$ 2,002.48	\$ 13,954.79	4,800.12	\$ -	\$ 72,821.92	\$ 5,570.88	\$ 24,155.03	\$ 102,547.83
27 EMT	96	\$ 2,579.60	\$ 17,976.57	2,400.06	\$ 2,223.00	\$ 92,248.75	\$ 7,057.03	\$ 30,598.91	\$ 129,904.69
28 EMT	96	\$ 1,889.36	\$ 13,166.48	3,700.06	\$ -	\$ 67,879.25	\$ 5,192.76	\$ 22,515.55	\$ 95,587.57
29 EMT	96	\$ 1,889.36	\$ 13,166.48	2,400.06	\$ -	\$ 66,579.25	\$ 5,093.31	\$ 22,084.34	\$ 93,756.91
30 EMT	96	\$ 1,889.36	\$ 13,166.48	6,800.04	\$ -	\$ 70,979.23	\$ 5,429.91	\$ 23,543.81	\$ 99,952.96
31 EMT	96	\$ 1,889.36	\$ 13,166.48	5,260.06	\$ -	\$ 69,439.25	\$ 5,312.10	\$ 23,033.00	\$ 97,784.36
32 EMT	96	\$ 1,889.36	\$ 13,166.48	4,800.12	\$ -	\$ 68,979.31	\$ 5,276.92	\$ 22,880.44	\$ 97,136.67
33 EMT	96	\$ 1,889.36	\$ 13,166.48	7,660.12	\$ -	\$ 71,839.31	\$ 5,495.71	\$ 23,829.10	\$ 101,164.12
34 EMT (G)	96	\$ 1,889.02	\$ 13,164.11	-	\$ -	\$ 64,167.68	\$ 4,908.83	\$ 21,284.42	\$ 90,360.92
35 EMT (G)	96	\$ 1,889.02	\$ 13,164.11	-	\$ -	\$ 64,167.68	\$ 4,908.83	\$ 21,284.42	\$ 90,360.92
36 EMT (G)	96	\$ 1,889.02	\$ 13,164.11	-	\$ -	\$ 64,167.68	\$ 4,908.83	\$ 21,284.42	\$ 90,360.92
		\$ 84,925.86	\$ 591,386.17	\$ 263,042.24	\$ 17,212.00	\$ 3,162,993.59	\$ 241,969.01	\$ 1,049,164.98	\$ 4,454,127.58

TAB 2

GENERAL FUND

**Islamorada, Village of Islands
FY 2023-2024 Budget**

GENERAL FUND

FY 2022-2023 Projection (Summary)

<u>FUND BALANCE, Beginning</u>	<u>10/1/2022</u>
<u>Restricted</u>	
Nonspendable (Prepays & Deposits)	\$ 262,600
Restricted - MCSO Training	70,394
<u>Unrestricted</u>	
Committed for Landscape Mitigation	758,675
Assigned - Hurricane Response	7,174,560
Unassigned	3,238,190
TOTAL	<u>\$ 11,504,419</u>

<u>REVENUES</u>	
Taxes	\$ 15,194,932
Ad Valorem Taxes	14,764,685
Communications Services Tax	430,247
Licenses & Permits	1,292,090
Intergovernmental	3,310,753
Fines and Forfeits	132,355
Charges for Services	1,243,156
Interest & Miscellaneous Revenue	241,746
Transfer In	84,000
TOTAL REVENUES	<u>\$ 21,499,032</u>

<u>EXPENDITURES</u>	
General Government	
Village Council	\$ 628,306
Personnel	64,596
Operating	563,710
Village Attorney	691,627
Personnel	61,204
Operating	630,423
Village Manager	1,095,981
Personnel	686,810
Operating	409,171
Village Clerk	244,782
Personnel	216,235
Operating	28,547
Finance & Administration	1,251,302
Personnel	548,829
Operating	702,474
Planning & Development Services	916,011
Personnel	758,370
Operating	157,641
IT & Communications	634,715
Personnel	376,967
Operating	257,748
Code Compliance	229,914
Personnel	173,038
Operating	56,876
Total General Government	<u>5,692,638</u>

**Islamorada, Village of Islands
FY 2023-2024 Budget**

GENERAL FUND

FY 2022-2023 Projection (Summary)

Public Safety			
Local Law Enforcement (MCSO)			2,447,435
	Personnel	87,296	
	Operating	2,360,139	
Fire Rescue			6,018,050
	Personnel	5,358,318	
	Operating	659,732	
	Total Public Safety		8,465,485
Transportation			
Public Works			709,033
	Personnel	1,104,557	
	Operating	(395,525)	
	Total Transportation		709,033
Culture & Recreation			
Parks & Recreation			2,242,301
	Personnel	1,323,153	
	Operating	919,148	
	Total Culture & Recreation		2,242,301
Non-Departmental Transfers Out			
To Capital Projects Fund - <i>General Purchases</i>			81,861
To Capital Projects Fund - <i>Landscape Mitigation</i>			46,396
To Transportation Fund			652,858
To Debt Service Fund (<i>for 2012 Refunding</i>)			304,197
	Total Transfers Out		1,085,312
	TOTAL EXPENDITURES		\$ 18,194,768
REVENUES OVER / (UNDER) EXPENDITURES			\$ 3,304,264

FUND BALANCE, Ending

9/30/2023

Restricted

Nonspendable (<i>Prepays & Deposits</i>)	\$	262,600
Restricted - MCSO Training		68,787

Unrestricted

Committed for Landscape Mitigation		830,313
Assigned - Hurricane Response		7,277,907
Unassigned		6,369,076
	TOTAL	\$ 14,808,683

**Islamorada, Village of Islands
FY 2023-2024 Budget**

GENERAL FUND

SUMMARY (Rolled-back Millage = 2.6634)

<u>FUND BALANCE, Beginning</u>	<u>10/1/2023</u>
<i>Restricted</i>	
Nonspendable (<i>Prepays & Deposits</i>)	\$ 262,600
Restricted - MCSO Training	68,800
<i>Unrestricted</i>	
Committed for Landscape Mitigation	830,300
Assigned - Hurricane Response	7,277,900
Unassigned	6,369,100
TOTAL	<u>\$ 14,808,700</u>

REVENUES

Taxes	<i>Taxable Value =</i>	5,782,676,529	\$ 15,235,500
	<i>Millage Rate =</i>	2.6634	
	Gross Ad Valorem Taxes	15,401,600	
	Less Early Payment Discount	(616,100)	
		<u>14,785,500</u>	
	Communications Services Tax	450,000	
Licenses & Permits			1,290,000
Intergovernmental			2,629,800
Fines and Forfeits			205,000
Charges for Services			1,292,000
Interest & Miscellaneous Revenue			216,400
Transfer In			84,000
	TOTAL REVENUES		<u>\$ 20,952,700</u>

EXPENDITURES

General Government

Village Council		\$ 629,600
	Personnel	64,600
	Operating	565,000
Village Attorney		630,000
	Personnel	-
	Operating	630,000
Village Manager		1,132,400
	Personnel	765,800
	Operating	366,600
Village Clerk		274,000
	Personnel	229,500
	Operating	44,500
Finance & Administration		1,545,700
	Personnel	659,800
	Operating	885,900
Planning & Development Services		1,069,200
	Personnel	936,200
	Operating	133,000
IT & Communications		767,100
	Personnel	485,500
	Operating	281,600

**Islamorada, Village of Islands
FY 2023-2024 Budget**

GENERAL FUND

SUMMARY (Rolled-back Millage = 2.6634)

Code Compliance			276,600
	Personnel	194,300	
	Operating	82,300	
	Total General Government		6,324,600
Public Safety			
Local Law Enforcement (MCSO)			2,990,200
	Personnel	105,200	
	Operating	2,885,000	
Fire Rescue			7,084,300
	Personnel	6,014,300	
	Operating	1,070,000	
	Total Public Safety		10,074,500
Transportation			
Public Works			817,300
	Personnel	1,298,400	
	Operating	(481,100)	
	Total Transportation		817,300
Culture & Recreation			
Parks & Recreation			3,020,600
	Personnel	1,761,000	
	Operating	1,259,600	
	Total Culture & Recreation		3,020,600
Non-Departmental Transfers Out			
To Capital Projects Fund - <i>General Purchases</i>			150,000
To Capital Projects Fund - <i>Landscape Mitigation</i>			150,000
To Transportation Fund			1,498,000
To Solid Waste Fund - <i>Franchise Fees</i>			101,800
To Debt Service Fund - <i>for 2012 Refunding</i>			305,000
	Total Transfers Out		2,204,800
	TOTAL EXPENDITURES		\$ 22,441,800
	REVENUES OVER / (UNDER) EXPENDITURES		\$ (1,489,100)

FUND BALANCE, Ending

9/30/2024

Restricted

Nonspendable (*Prepays & Deposits*) \$ 262,600

Restricted - MCSO Training 63,800

Unrestricted

Committed for Landscape Mitigation 780,300

Assigned - Hurricane Response % of Total FY 22-23 40.00% 8,976,720

Unassigned Expenditures 14.42% 3,236,180

TOTAL \$ 13,319,600

**Islamorada, Village of Islands
FY 2023-2024 Budget**

GENERAL FUND

SUMMARY (Millage = 2.7500)

<u>FUND BALANCE, Beginning</u>	<u>10/1/2023</u>
<u>Restricted</u>	
Nonspendable (Prepays & Deposits)	\$ 262,600
Restricted - MCSO Training	68,800
<u>Unrestricted</u>	
Committed for Landscape Mitigation	830,300
Assigned - Hurricane Response	7,277,900
Unassigned	6,369,100
TOTAL	<u>\$ 14,808,700</u>

REVENUES

Taxes	Taxable Value = \$ 5,782,676,529	\$ 15,716,300
	Millage Rate = 2.7500	
	Gross Ad Valorem Taxes 15,902,400	
	Less Early Payment Discount (636,100)	
	<u>15,266,300</u>	
	Communications Services Tax 450,000	
Licenses & Permits		1,290,000
Intergovernmental		2,629,800
Fines and Forfeits		205,000
Charges for Services		1,292,000
Interest & Miscellaneous Revenue		216,400
Transfer In		84,000
TOTAL REVENUES		<u>\$ 21,433,500</u>

EXPENDITURES

General Government

Village Council		629,600
Personnel	64,600	
Operating	565,000	
Village Attorney		630,000
Personnel	-	
Operating	630,000	
Village Manager		1,132,400
Personnel	765,800	
Operating	366,600	
Village Clerk		274,000
Personnel	229,500	
Operating	44,500	
Finance & Administration		1,545,700
Personnel	659,800	
Operating	885,900	
Planning & Development Services		1,069,200
Personnel	936,200	
Operating	133,000	
IT & Communications		767,100
Personnel	485,500	
Operating	281,600	

**Islamorada, Village of Islands
FY 2023-2024 Budget**

GENERAL FUND

SUMMARY (Millage = 2.7500)

Code Compliance			276,600
	Personnel	194,300	
	Operating	82,300	
	Total General Government		6,324,600
Public Safety			
Local Law Enforcement (MCSO)			2,990,200
	Personnel	105,200	
	Operating	2,885,000	
Fire Rescue			7,084,300
	Personnel	6,014,300	
	Operating	1,070,000	
	Total Public Safety		10,074,500
Transportation			
Public Works			817,300
	Personnel	1,298,400	
	Operating	(481,100)	
	Total Transportation		817,300
Culture & Recreation			
Parks & Recreation			3,020,600
	Personnel	1,761,000	
	Operating	1,259,600	
	Total Culture & Recreation		3,020,600
Non-Departmental Transfers Out			
To Capital Projects Fund - General Purchases			150,000
To Capital Projects Fund - Landscape Mitigation			150,000
To Transportation Fund			1,498,000
To Solid Waste Fund - Franchise Fees			101,800
To Debt Service Fund (for 2012 Refunding)			305,000
	Total Transfers Out		2,204,800
	TOTAL EXPENDITURES		\$ 22,441,800
	REVENUES OVER / (UNDER) EXPENDITURES		\$ (1,008,300)

<u>FUND BALANCE, Ending</u>			<u>9/30/2024</u>
Restricted			
Nonspendable (Prepays & Deposits)			\$ 262,600
Restricted - MCSO Training			63,800
Unrestricted			
Committed for Landscape Mitigation			780,300
Assigned - Hurricane Response	% of Total FY 22-23	40.00%	8,976,720
Unassigned	Expenditures	16.56%	3,716,980
	TOTAL		\$ 13,800,400

**Islamorada, Village of Islands
FY 2023-2024 Budget**

GENERAL FUND

SUMMARY (Break-Even Millage = 2.9316)

FUND BALANCE, Beginning	<u>10/1/2023</u>
Restricted	
Nonspendable (Prepays & Deposits)	\$ 262,600
Restricted - MCSO Training	68,800
Unrestricted	
Committed for Landscape Mitigation	830,300
Assigned - Hurricane Response	7,277,900
Unassigned	6,369,100
TOTAL	\$ 14,808,700

REVENUES

Taxes	Taxable Value =	\$ 5,782,676,529	\$ 16,724,600
	Millage Rate =	2.9316	
	Gross Ad Valorem Taxes	16,952,695	
	Less Early Payment Discount	(678,108)	
		<u>16,274,587</u>	
	Communications Services Tax	450,000	
Licenses & Permits			1,290,000
Intergovernmental			2,629,800
Fines and Forfeits			205,000
Charges for Services			1,292,000
Interest & Miscellaneous Revenue			216,400
Transfer In			84,000
	TOTAL REVENUES		\$ 22,441,800

EXPENDITURES

General Government

Village Council		629,600
	Personnel	64,600
	Operating	565,000
Village Attorney		630,000
	Personnel	-
	Operating	630,000
Village Manager		1,132,400
	Personnel	765,800
	Operating	366,600
Village Clerk		274,000
	Personnel	229,500
	Operating	44,500
Finance & Administration		1,545,700
	Personnel	659,800
	Operating	885,900
Planning & Development Services		1,069,200
	Personnel	936,200
	Operating	133,000
IT & Communications		767,100
	Personnel	485,500
	Operating	281,600

**Islamorada, Village of Islands
FY 2023-2024 Budget**

GENERAL FUND

SUMMARY (Break-Even Millage = 2.9316)

Code Compliance			276,600
	Personnel	194,300	
	Operating	82,300	
	Total General Government		6,324,600
Public Safety			
Local Law Enforcement (MCSO)			2,990,200
	Personnel	105,200	
	Operating	2,885,000	
Fire Rescue			7,084,300
	Personnel	6,014,300	
	Operating	1,070,000	
	Total Public Safety		10,074,500
Transportation			
Public Works			817,300
	Personnel	1,298,400	
	Operating	(481,100)	
	Total Transportation		817,300
Culture & Recreation			
Parks & Recreation			3,020,600
	Personnel	1,761,000	
	Operating	1,259,600	
	Total Culture & Recreation		3,020,600
Non-Departmental Transfers Out			
To Capital Projects Fund - General Purchases			150,000
To Capital Projects Fund - <i>Landscape Mitigation</i>			150,000
To Transportation Fund			1,498,000
To Solid Waste Fund - <i>Franchise Fees</i>			101,800
To Debt Service Fund (<i>for 2012 Refunding</i>)			305,000
	Total Transfers Out		2,204,800
	TOTAL EXPENDITURES		\$ 22,441,800
	REVENUES OVER / (UNDER) EXPENDITURES		\$ -

FUND BALANCE, Ending

9/30/2024

Restricted

Nonspendable (*Prepays & Deposits*) \$ 262,600

Restricted - MCSO Training 63,800

Unrestricted

Committed for Landscape Mitigation 780,300

Assigned - Hurricane Response % of Total FY 22-23 40.00% 8,976,720

Unassigned Expenditures 21.06% 4,725,280

TOTAL \$ 14,808,700

**Islamorada, Village of Islands
FY 2023-2024 Budget**

GENERAL FUND

SUMMARY (Preliminary Millage = 3.0000)

<u>FUND BALANCE, Beginning</u>	<u>10/1/2023</u>
<i>Restricted</i>	
Nonspendable (<i>Prepays & Deposits</i>)	\$ 262,600
Restricted - MCSO Training	68,800
<i>Unrestricted</i>	
Committed for Landscape Mitigation	830,300
Assigned - Hurricane Response	7,277,900
Unassigned	6,369,100
TOTAL	<u>\$ 14,808,700</u>

REVENUES

Taxes	<i>Taxable Value =</i>	\$ 5,782,676,529	\$ 17,104,100
	<i>Millage Rate =</i>	3.0000	
	<i>Gross Ad Valorem Taxes</i>	17,348,100	
	<i>Less Early Payment Discount</i>	(694,000)	
		<u>16,654,100</u>	
	Communications Services Tax	450,000	
Licenses & Permits			1,290,000
Intergovernmental			2,629,800
Fines and Forfeits			205,000
Charges for Services			1,292,000
Interest & Miscellaneous Revenue			216,400
Transfer In			84,000
	TOTAL REVENUES		<u>\$ 22,821,300</u>

EXPENDITURES

General Government

Village Council		629,600
	Personnel	64,600
	Operating	565,000
Village Attorney		630,000
	Personnel	-
	Operating	630,000
Village Manager		1,132,400
	Personnel	765,800
	Operating	366,600
Village Clerk		274,000
	Personnel	229,500
	Operating	44,500
Finance & Administration		1,545,700
	Personnel	659,800
	Operating	885,900
Planning & Development Services		1,069,200
	Personnel	936,200
	Operating	133,000
IT & Communications		767,100
	Personnel	485,500
	Operating	281,600

**Islamorada, Village of Islands
FY 2023-2024 Budget**

GENERAL FUND

SUMMARY (Preliminary Millage = 3.0000)

Code Compliance			276,600
	Personnel	194,300	
	Operating	82,300	
	Total General Government		6,324,600
Public Safety			
Local Law Enforcement (MCSO)			2,990,200
	Personnel	105,200	
	Operating	2,885,000	
Fire Rescue			7,084,300
	Personnel	6,014,300	
	Operating	1,070,000	
	Total Public Safety		10,074,500
Transportation			
Public Works			817,300
	Personnel	1,298,400	
	Operating	(481,100)	
	Total Transportation		817,300
Culture & Recreation			
Parks & Recreation			3,020,600
	Personnel	1,761,000	
	Operating	1,259,600	
	Total Culture & Recreation		3,020,600
Non-Departmental Transfers Out			
To Capital Projects Fund - General Purchases			150,000
To Capital Projects Fund - <i>Landscape Mitigation</i>			150,000
To Transportation Fund			1,498,000
To Solid Waste Fund - <i>Franchise Fees</i>			101,800
To Debt Service Fund (<i>for 2012 Refunding</i>)			305,000
	Total Transfers Out		2,204,800
	TOTAL EXPENDITURES		\$ 22,441,800
	REVENUES OVER / (UNDER) EXPENDITURES		\$ 379,500

FUND BALANCE, Ending

9/30/2024

Restricted

Nonspendable (*Prepays & Deposits*) \$ 262,600

Restricted - MCSO Training 63,800

Unrestricted

Committed for Landscape Mitigation 780,300

Assigned - Hurricane Response % of Total FY 22-23 40.00% 8,976,720

Unassigned Expenditures 22.75% 5,104,780

TOTAL \$ 15,188,200

Islamorada, Village of Islands
FY 2023-2024 Budget
GENERAL FUND

REVENUES		<i>FY 2019-2020 Actuals (Audited)</i>	<i>FY 2020-2021 Actuals (Audited)</i>	<i>FY 2021-2022 Actuals (Audited)</i>	<i>FY 2022-2023 Amended Budget</i>	<i>9/30/2023 Projected</i>	<i>FY 2023-2024 BUDGET</i>
		<i>as of 7/27/2023</i>					
Taxes							<i>(Millage = 3.0000)</i>
001-311-000	Ad Valorem Taxes	11,517,945	11,647,316	12,426,059	14,641,300	14,764,685	16,654,100
001-315-000	Communication Services Tax	216,673	223,272	229,888	260,000	430,247	450,000
		11,734,618	11,870,588	12,655,947	14,901,300	15,194,932	17,104,100
Licenses & Permits							
001-323-0700	Franchise Fee - Solid Waste	664,882	715,944	774,830	799,700	791,500	800,000
001-329-000	Other Permits & Insp Fees	1,050	900	1,700	2,500	2,500	2,500
001-329-001	Vacation Rental Permit Fees	239,450	274,850	372,689	360,000	373,849	375,000
001-329-005	BPAS App Fees	14,226	15,025	15,712	5,000	4,908	10,000
001-329-007	In Lieu of Landscape Mitigation	116,330	182,399	251,220	100,000	118,034	100,000
001-329-009	Foreclosure Registry Fee	5,800	3,400	3,100	4,000	1,300	2,500
		1,041,738	1,192,518	1,419,251	1,271,200	1,292,090	1,290,000
Intergovernmental							
001-331-001	FEMA Reimbursement - Irma	4,518,117	339,686	622,281	75,000	74,935	-
001-331-002	FEMA SAFER Grant (Fire Rescue)	-	-	-	450,000	864,000	528,000
001-331-003	Volunteer Florida CERT Grant	5,100	-	-	-	-	-
300-331-100	EPA Grant #MX 00D66617	49,450	-	-	-	-	-
300-331-101	EPA Grant for Oxygen Monitoring	-	-	-	-	70,000	12,000
001-334-001	FDEM Reimbursement - Irma	250,774	18,871	34,571	4,200	4,163	-
001-334-003	FDEP Resilient Florida Grant (#22PLN68)	-	-	-	178,100	-	178,100
001-334-200	FDEP Stewardship Act Grant Proceeds	-	-	-	338,000	337,715	-
001-334-202	FDACS VFA Grant	-	7,500	10,096	-	-	-
001-334-420	FDOT ROW Maintenance Agreement	56,839	49,233	82,055	<i>Moved to 103 Fund</i>	-	-
001-335-121	State Revenue Sharing - Sales Tax	240,177	281,921	379,642	<i>Moved to 103 Fund</i>	-	-
001-335-122	Monroe County Business Tax Distribution	31,716	32,850	33,616	25,000	31,845	32,000
001-335-140	Mobile Home License Tax	987	1,131	1,150	1,500	1,159	1,500
001-335-150	Alcoholic Beverage License Tax	20,095	21,182	37,178	24,000	32,861	32,000

Islamorada, Village of Islands
FY 2023-2024 Budget
GENERAL FUND

REVENUES		FY 2019-2020 Actuals (Audited)	FY 2020-2021 Actuals (Audited)	FY 2021-2022 Actuals (Audited)	FY 2022-2023 Amended Budget	9/30/2023 Projected	FY 2023-2024 BUDGET
					<i>as of 7/27/2023</i>		
001-335-180	Local Government Half-Cent Sales Tax	1,038,325	1,497,887	1,773,914	1,520,000	1,776,913	1,735,000
001-335-190	Coronavirus State Fiscal Recovery Fund Proceeds	-	-	-	4,600	4,585	-
001-335-210	FF Supplemental Compensation	7,105	8,061	10,146	10,000	10,163	10,000
001-335-701	FDEP Surcharge Tax - Windley Key	5,656	5,908	9,242	7,000	8,663	8,500
001-336-000	State Payments In Lieu Of Taxes	2,454	2,357	2,315	2,700	2,670	2,700
001-337-201	Keys Health Ready Coalition Grant	-	-	15,910	-	-	-
001-337-701	TDC Beach Maintenance Agreement	45,000	84,335	89,603	62,000	91,080	90,000
		6,271,795	2,350,922	3,101,719	2,702,100	3,310,753	2,629,800
Fines & Forfeitures							
001-354-000	Code Compliance Lien Payments	75,300	94,502	286,644	175,000	93,525	150,000
001-359-001	MCSO Citation Payments	45,518	81,483	87,254	50,000	35,466	50,000
001-359-002	MCSO Citations - Training Surcharge	13,868	4,281	4,193	5,000	3,364	5,000
		134,686	180,266	378,091	230,000	132,355	205,000
Charges for Services							
001-329-003	Fire Inspection Fees	12,875	11,850	13,425	10,000	10,775	10,000
001-329-004	Dev Permit App Fees	81,722	110,990	104,300	100,000	69,962	75,000
001-329-008	Cost Recovery	32,193	48,940	32,038	30,000	25,000	25,000
001-342-200	Special Event Fire Protection Fee	10,345	2,501	4,843	15,000	9,710	10,000
001-342-401	Emergency Services Fees	156,909	208,422	233,782	200,000	240,444	250,000
001-342-402	COVID-19 CARES Relief Fund	6,492	840,900	-	-	-	-
001-347-201	Park Entrance Fee	150,480	434,041	464,211	300,000	333,672	340,000
001-347-501	Pool Entrance Fee	17,366	37,234	43,853	30,000	38,264	40,000
001-347-502	Pool/Park Membership - Resident	13,553	15,920	19,583	15,000	18,413	20,000
001-347-503	Pool/Park Membership - Non-Resident	9,171	16,742	19,264	15,000	18,695	20,000
001-347-901	Recreation Camp Fee	1,335	37,920	47,160	40,000	53,885	55,000
001-362-001	Park Facilities Rental Fee	11,665	8,319	18,569	21,000	27,829	30,000

Islamorada, Village of Islands
FY 2023-2024 Budget
GENERAL FUND

REVENUES		FY 2019-2020 Actuals (Audited)	FY 2020-2021 Actuals (Audited)	FY 2021-2022 Actuals (Audited)	FY 2022-2023 Amended Budget	9/30/2023 Projected	FY 2023-2024 BUDGET
					<i>as of 7/27/2023</i>		
001-362-002	Pool Team Rental Fee	33,343	15,812	18,373	30,000	27,492	30,000
001-362-003	Swim Instruction	27,327	53,563	56,865	50,000	67,276	70,000
001-362-004	Dive Instruction	11,930	15,035	7,908	10,000	10,710	12,000
001-362-005	Tennis Instruction	135,613	185,469	170,295	180,000	216,930	225,000
001-362-006	Water Aerobics Instruction	10,952	16,898	18,186	16,500	22,552	24,000
001-362-007	Synchronized Swim Instruction	10,850	6,305	7,530	10,000	12,910	14,000
001-362-008	Freediving Instruction	-	8,877	5,600	5,000	12,347	14,000
001-362-009	Fitness Instruction	20,914	22,501	25,358	25,000	26,290	28,000
		755,035	2,098,239	1,311,143	1,102,500	1,243,156	1,292,000
Interest & Miscellaneous							
001-361-000	Interest Earnings	68,292	26,727	28,201	120,300	154,222	150,000
001-366-000	Donations from Private Sources	-	-	-	1,300	1,210	-
001-369-000	Miscellaneous Revenue	50,807	69,300	75,156	50,000	37,362	48,000
001-369-001	IFP-Retail Sales	1,020	1,508	1,720	5,500	2,000	1,800
001-369-002	General Asphalt Maint Agreement	-	-	2,667	21,700	32,001	8,100
001-369-003	Impact Admin Fees	-	-	-	6,800	9,579	5,000
001-369-901	WEX Fuel Credit Revenue	135	1,703	3,177	2,000	3,550	3,500
001-388-201	Insurance Proceeds	-	-	-	2,000	1,822	-
		120,254	99,238	110,921	209,600	241,746	216,400
Transfers In							
001-381-000	Transfer from Canal Debris Pgm Fund	-	451,633	-	-	-	-
	Transfer from Building Fund	-	-	84,000	84,000	84,000	84,000
		-	451,633	84,000	84,000	84,000	84,000
Total Revenues with Ad Valorem Taxes		20,058,126	18,243,404	19,061,072	20,500,700	21,499,032	22,821,300
Total Revenues w/o Ad Valorem Taxes		8,540,181	6,596,088	6,635,013	5,859,400	6,734,347	6,167,200

Islamorada, Village of Islands
FY 2023-2024 Budget
GENERAL FUND

Village Council		<i>FY 2019-2020</i>	<i>FY 2020-2021</i>	<i>FY 2021-2022</i>	<i>FY 2022-2023</i>	<i>9/30/2023</i>	<i>FY 2023-2024</i>
		<i>Actuals (Audited)</i>	<i>Actuals (Audited)</i>	<i>Actuals (Audited)</i>	<i>Amended Budget</i>	<i>Projected</i>	<i>BUDGET</i>
		<i>as of 7/27/2023</i>					
<u>Personnel</u>							
001-0100-511-11	Executive Salaries	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000
001-0100-511-21	Payroll Taxes	4,590	4,829	4,590	9,200	4,596	4,600
		64,590	64,829	64,590	69,200	64,596	64,600
<u>Operating</u>							
001-0100-511-31	Professional Services	177,840	193,167	183,367	190,700	185,880	180,000
	<i>Peebles, Smith & Matthews</i>	<i>75,000</i>	<i>75,000</i>	<i>68,750</i>	<i>-</i>	<i>-</i>	<i>-</i>
	<i>Gray Robinson</i>	<i>52,750</i>	<i>66,000</i>	<i>66,000</i>	<i>108,000</i>	<i>108,180</i>	<i>110,000</i>
	<i>Thorn Run Partners</i>	<i>50,090</i>	<i>48,242</i>	<i>48,090</i>	<i>66,000</i>	<i>66,000</i>	<i>70,000</i>
	<i>Kuehne Davis (D Webb Ethics Case)</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>11,700</i>	<i>11,700</i>	<i>-</i>
	<i>Other / Misc</i>	<i>-</i>	<i>3,925</i>	<i>527</i>	<i>5,000</i>	<i>-</i>	<i>-</i>
001-0100-511-40	Travel & Per Diem	6,521	9,337	27,132	15,000	10,430	12,000
001-0100-511-41	Communications	-	2,547	5,052	5,000	5,500	5,500
	<i>AT&T Mobility - Cell Phones</i>		<i>869</i>	<i>3,352</i>		<i>3,500</i>	<i>3,500</i>
	<i>Zoom for Public Mtgs</i>		<i>1,678</i>	<i>1,700</i>		<i>2,000</i>	<i>2,000</i>
001-0100-511-48	PR / Advertising	32,872	94,023	287,660	339,500	353,000	356,500
	<i>Holiday Decorations (Chamber)</i>	<i>5,000</i>	<i>5,000</i>	<i>5,858</i>	<i>-</i>	<i>-</i>	<i>-</i>
	<i>Holiday Decorations (Holiday Lightscares)</i>	<i>-</i>	<i>-</i>	<i>56,960</i>	<i>105,000</i>	<i>105,200</i>	<i>105,200</i>
	<i>Rotary Fireworks</i>	<i>-</i>	<i>15,000</i>	<i>15,000</i>	<i>15,000</i>	<i>15,000</i>	<i>15,000</i>
	<i>Attention Media - Social Media</i>	<i>-</i>	<i>42,000</i>	<i>72,000</i>	<i>72,000</i>	<i>75,000</i>	<i>75,000</i>
	<i>Islamorada Social web services</i>	<i>-</i>	<i>773</i>	<i>1,317</i>	<i>2,500</i>	<i>1,300</i>	<i>1,300</i>
	<i>Newspaper Advertisements</i>	<i>418</i>	<i>-</i>	<i>8,639</i>	<i>10,000</i>	<i>16,500</i>	<i>20,000</i>
	<i>FIRM Contribution</i>	<i>10,000</i>	<i>10,000</i>	<i>10,000</i>	<i>-</i>	<i>-</i>	<i>-</i>
	<i>I-CARE Contribution</i>	<i>5,000</i>	<i>-</i>	<i>50,000</i>	<i>-</i>	<i>-</i>	<i>-</i>
	<i>Good Health Clinic Donation</i>	<i>-</i>	<i>5,000</i>	<i>10,000</i>	<i>-</i>	<i>-</i>	<i>-</i>

Islamorada, Village of Islands
FY 2023-2024 Budget
GENERAL FUND

Village Council		FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	9/30/2023	FY 2023-2024
		Actuals (Audited)	Actuals (Audited)	Actuals (Audited)	Amended Budget	Projected	BUDGET
		<i>as of 7/27/2023</i>					
	<i>Florida Keys AHEC</i>	-	-	50,000	-	-	-
	<i>The Turtle Hospital</i>	-	2,500	-	-	-	-
	<i>Charitable Contributions Program</i>	-	-	-	125,000	125,000	125,000
	<i>Other / Misc</i>	12,454	13,750	7,886	10,000	15,000	15,000
001-0100-511-51	Office Supplies & Expenses	324	11,496	2,713	5,000	2,600	3,500
001-0100-511-54	Dues & Subscriptions	1,731	2,337	1,785	2,400	2,050	2,500
	<i>Fla League of Cities</i>	781	850	920	950	950	950
	<i>League of Mayors</i>	350	350	350	350	350	400
	<i>Go Daddy - Office 365</i>	600	587	515	750	750	750
	<i>Other / Misc</i>	-	550	-	350	-	400
001-0100-511-55	Training	1,950	3,170	1,158	5,000	4,250	5,000
		221,238	316,077	508,867	562,600	563,710	565,000
		\$ 285,828	\$ 380,906	\$ 573,457	\$ 631,800	\$ 628,306	\$ 629,600

Islamorada, Village of Islands
FY 2023-2024 Budget
GENERAL FUND

Village Attorney		FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	9/30/2023	FY 2023-2024
		Actuals (Audited)	Actuals (Audited)	Actuals (Audited)	Amended Budget	Projected	BUDGET
		<i>as of 7/27/2023</i>					
<u>Personnel</u>							
001-0200-514-12	Regular Salaries & Wages	\$ 256,817	\$ 223,332	\$ 213,741	\$ 48,000	\$ 43,342	\$ -
001-0200-514-14	Overtime	573	1,298	508	-	-	-
001-0200-514-21	Payroll Taxes	16,582	15,368	14,256	3,700	526	-
001-0200-514-22	Retirement Plan Contributions	74,939	73,176	69,262	19,000	17,289	-
001-0200-514-23	Employee Insurance Benefits	16,980	17,404	17,031	900	47	-
		365,891	330,578	314,798	71,600	61,204	-
<u>Operating</u>							
001-0200-514-31	Professional Services	224,260	117,443	298,207	572,500	624,638	625,000
	<i>Weiss, Serota (Litigation; Legal)</i>	<i>7,395</i>	<i>7,718</i>	<i>228,330</i>	<i>520,000</i>	<i>624,638</i>	<i>625,000</i>
	<i>Johnson, Anselmo (Litigation)</i>	<i>21,385</i>	<i>54,470</i>	<i>52,561</i>	<i>25,000</i>	<i>-</i>	<i>-</i>
	<i>W Grodnick, Esq. (Fire CBA)</i>	<i>7,088</i>	<i>8,750</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>
	<i>Smith Hawks (Bosworth)</i>	<i>162,609</i>	<i>45,914</i>	<i>16,316</i>	<i>-</i>	<i>-</i>	<i>-</i>
	<i>R Brookes (Bates Mediation)</i>	<i>1,700</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>
	<i>D Cordy (Bosworth v IVOI)</i>	<i>5,747</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>
	<i>TrafTech Eng (Bosworth v IVOI)</i>	<i>2,470</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>
	<i>Monroe County for DOAH case</i>	<i>15,000</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>
	<i>Other / Misc</i>	<i>866</i>	<i>591</i>	<i>1,000</i>	<i>27,500</i>	<i>-</i>	<i>-</i>
001-0200-514-40	Travel & Per Diem	3,521	3,391	3,242	1,400	1,884	-
001-0200-514-41	Communications	3,772	3,646	3,875	4,000	2,138	2,500
	<i>AT&T Mobility - Cell Phones</i>	<i>584</i>	<i>546</i>	<i>543</i>	<i>1,000</i>	<i>45</i>	<i>-</i>
	<i>AT&T - Internet-based Services</i>	<i>3,018</i>	<i>2,849</i>	<i>2,334</i>	<i>500</i>	<i>-</i>	<i>-</i>
	<i>Momentum Telecom - Internet-based Svcs</i>	<i>-</i>	<i>-</i>	<i>752</i>	<i>2,000</i>	<i>2,093</i>	<i>2,500</i>
	<i>Ring Central - Fax Line</i>	<i>170</i>	<i>251</i>	<i>246</i>	<i>500</i>	<i>-</i>	<i>-</i>
001-0200-514-42	Freight & Postage	-	36	26	-	-	-

Islamorada, Village of Islands
FY 2023-2024 Budget
GENERAL FUND

Village Attorney		<i>FY 2019-2020</i>	<i>FY 2020-2021</i>	<i>FY 2021-2022</i>	<i>FY 2022-2023</i>	<i>9/30/2023</i>	<i>FY 2023-2024</i>
		<i>Actuals (Audited)</i>	<i>Actuals (Audited)</i>	<i>Actuals (Audited)</i>	<i>Amended Budget</i>	<i>Projected</i>	<i>BUDGET</i>
		<i>as of 7/27/2023</i>					
001-0200-514-51	Office Supplies & Expenses	1,802	180	287	1,500	1,763	2,500
001-0200-514-54	Dues & Subscriptions	3,957	5,242	7,980	600	-	-
	<i>Thompson Reuters (Legal Research)</i>	<i>3,240</i>	<i>1,932</i>	<i>552</i>		<i>-</i>	<i>-</i>
	<i>Lobby Tools (Legislative Info)</i>	<i>-</i>	<i>1,800</i>	<i>5,700</i>		<i>-</i>	<i>-</i>
	<i>Professional Memberships</i>	<i>300</i>	<i>1,140</i>	<i>1,326</i>		<i>-</i>	<i>-</i>
	<i>Go Daddy - Office 365</i>	<i>360</i>	<i>360</i>	<i>360</i>		<i>-</i>	<i>-</i>
	<i>Other / Misc</i>	<i>57</i>	<i>10</i>	<i>42</i>		<i>-</i>	<i>-</i>
001-0200-514-55	Training	300	1,550	950	-	-	-
		237,612	131,488	314,567	580,000	630,423	630,000
		\$ 603,503	\$ 462,066	\$ 629,365	\$ 651,600	\$ 691,627	\$ 630,000

Islamorada, Village of Islands
FY 2023-2024 Budget
GENERAL FUND

Village Manager		FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	9/30/2023	FY 2023-2024
		Actuals (Audited)	Actuals (Audited)	Actuals (Audited)	Amended Budget	Projected	BUDGET
		<i>as of 7/27/2023</i>					
Personnel							
001-0300-512-12	Regular Salaries & Wages	\$ 479,500	\$ 332,847	\$ 426,211	\$ 491,300	\$ 485,463	\$ 565,700
001-0300-512-14	Overtime	-	-	349	1,000	880	2,500
001-0300-512-21	Payroll Taxes	35,163	31,116	32,509	31,400	37,186	38,100
001-0300-512-22	Retirement Plan Contributions	84,777	68,126	91,452	93,900	90,280	79,200
001-0300-513-23	Employee Insurance Premiums	42,225	38,280	43,013	61,600	73,000	80,300
		641,665	470,369	593,534	679,200	686,810	765,800

Operating

001-0300-512-31	Professional Services	282,214	441,409	755,954	564,600	331,648	300,000
	WSP (Canal Consulting/DO Monitoring)	45,135	-	59,489	300,000	174,144	120,000
	WSP (Vulnerability Assmt; grant-funded)	-	-	-	178,100	120,000	58,100
	WSP (Derelict Vessel Removal Pgm)	-	-	9,709	-	-	-
	WSP (Canal 114 Design)	-	3,868	1,799	-	-	-
	WSP (Canal Restoration Plan Update)	-	21,287	-	-	-	-
	WSP (Buoy Permit Assistance)	-	23,207	-	-	-	-
	WSP (Canal 132)	-	1,215	-	-	-	-
	Canal Testing & Monitoring (FIU)	30,363	-	16,649	-	-	-
	Poseidon Marine (Derelict Vessel Removal)	-	-	7,250	-	20,000	-
	Swim Zone Maintenance (Poseidon or Bid)	-	39,261	-	-	1,050	12,000
	Coffin Marine Svcs (Derelict Vessel Removal)	-	-	297,846	-	-	-
	Freebee	165,950	314,504	325,688	-	Moved to 103 Fund	-
	MHN (EE Assist Pgm)	2,232	2,418	2,232	2,500	2,232	-
	Governmentjobs.com (Applicant Ttracking App)	-	4,839	11,945	-	-	-
	CPH (Breakwater)	32,500	-	-	-	-	-
	Colin Baenziger (VM Search)	-	26,500	3,723	-	-	-
	Strategic Planning	-	-	-	75,000	-	-
	Glynn Tract Appraisal	-	-	-	-	7,500	-
	Other / Misc	6,034	4,310	19,624	9,000	6,722	-

Islamorada, Village of Islands
FY 2023-2024 Budget
GENERAL FUND

Village Manager		FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	9/30/2023	FY 2023-2024
		Actuals (Audited)	Actuals (Audited)	Actuals (Audited)	Amended Budget	Projected	BUDGET
		<i>as of 7/27/2023</i>					
001-0300-512-40	Travel & Per Diem	8,920	15,694	4,306	8,000	9,168	10,000
001-0300-512-41	Communications	5,735	5,852	6,013	6,000	5,192	6,500
	<i>AT&T Mobility - Cell Phones</i>	<i>2,462</i>	<i>3,000</i>	<i>2,973</i>	<i>3,000</i>	<i>2,954</i>	<i>3,000</i>
	<i>AT&T - Internet-based Services</i>	<i>3,013</i>	<i>2,852</i>	<i>2,287</i>	-	-	-
	<i>Momentum Telecom - Internet-based Services</i>	-	-	<i>753</i>	<i>3,000</i>	<i>2,088</i>	<i>3,000</i>
	<i>Other - Misc</i>	<i>260</i>	-	-	-	<i>150</i>	<i>500</i>
001-0300-512-42	Freight & Postage	143	60	126	500	186	-
001-0300-512-46	Repair & Maintenance	-	16,705	5,821	5,000	156	-
001-0300-512-48	PR / Advertising	3,969	2,204	4,039	5,000	9,366	10,000
001-0300-512-49	Other Expenses	8,359	22,059	22,548	8,000	14,587	15,000
001-0300-512-51	Office Supplies & Expenses	2,345	4,819	6,028	5,000	5,450	6,500
001-0300-512-52	Operating Supplies	95	45	607	500	1,776	-
001-0300-512-54	Dues & Subscriptions	3,298	2,097	3,693	31,500	29,201	13,600
	<i>Professional Memberships</i>	<i>2,578</i>	<i>888</i>	<i>2,350</i>		<i>2,714</i>	<i>2,800</i>
	<i>Go Daddy - Office 365</i>	<i>720</i>	<i>828</i>	<i>1,091</i>		<i>1,235</i>	<i>1,300</i>
	<i>CivicClerk (website)</i>	-	-	-		<i>24,553</i>	<i>8,500</i>
	<i>Other / Misc</i>	-	<i>381</i>	<i>252</i>		<i>699</i>	<i>1,000</i>
001-0300-512-55	Training	3,876	3,398	5,798	5,000	2,441	5,000
		318,859	514,297	814,326	639,100	409,171	366,600
		\$ 960,524	\$ 984,666	\$ 1,407,860	\$ 1,318,300	\$ 1,095,981	\$ 1,132,400

Islamorada, Village of Islands
FY 2023-2024 Budget
GENERAL FUND

Village Clerk		FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	9/30/2023	FY 2023-2024
		<i>Actuals (Audited)</i>	<i>Actuals (Audited)</i>	<i>Actuals (Audited)</i>	<i>Amended Budget</i>	<i>Projected</i>	BUDGET
<i>as of 7/27/2023</i>							
<u>Personnel</u>							
001-0400-512-12	Regular Salaries & Wages	\$ 125,248	\$ 131,424	\$ 150,776	\$ 155,600	\$ 154,383	\$ 166,500
001-0400-512-14	Overtime	1,187	3,137	13,269	9,500	11,300	5,000
001-0400-512-21	Payroll Taxes	9,475	10,069	11,870	12,300	12,085	13,200
001-0400-512-22	Retirement Plan Contributions	11,032	14,490	16,940	19,600	19,467	23,900
001-0400-512-23	Employee Insurance Benefits	16,705	18,078	14,717	19,300	19,000	20,900
		163,647	177,198	207,572	216,300	216,235	229,500
<u>Operating</u>							
001-0400-512-31	Professional Services	6,634	8,763	3,231	18,000	3,495	10,500
	<i>Municode (Code of Ord Svcs)</i>	<i>4,483</i>	<i>2,906</i>	<i>2,385</i>		<i>2,130</i>	<i>5,000</i>
	<i>Shred Monkeys (Doc Shred)</i>	<i>487</i>	<i>495</i>	<i>575</i>		<i>1,365</i>	<i>2,000</i>
	<i>ADA Document Remediation Svcs</i>	<i>1,149</i>	<i>3,640</i>	<i>151</i>		-	<i>2,500</i>
	<i>Global Relay (PRRs)</i>	<i>300</i>	<i>1,150</i>	-		-	<i>500</i>
	<i>Other / Misc</i>	<i>215</i>	<i>572</i>	<i>120</i>		-	<i>500</i>
001-0400-512-40	Travel & Per Diem	121	-	2,350	2,000	3,300	3,500
001-0400-512-41	Communications	4,082	3,395	3,629	5,000	2,637	3,500
	<i>AT&T Mobility - Cell Phones</i>	<i>1,069</i>	<i>546</i>	<i>543</i>		<i>546</i>	<i>1,000</i>
	<i>AT&T - Internet-based Services</i>	<i>3,013</i>	<i>2,849</i>	<i>2,334</i>		-	-
	<i>Momentum Telecom - Internet-based Services</i>			<i>752</i>		<i>2,091</i>	<i>2,500</i>
001-0400-512-42	Freight & Postage	602	417	282	1,000	205	500
001-0400-512-51	Office Supplies & Expenses	5,700	4,956	3,924	6,500	4,361	5,500

Islamorada, Village of Islands
FY 2023-2024 Budget
GENERAL FUND

Village Clerk		FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	9/30/2023	FY 2023-2024
		Actuals (Audited)	Actuals (Audited)	Actuals (Audited)	Amended Budget	Projected	BUDGET
					<i>as of 7/27/2023</i>		
001-0400-512-54	Dues & Subscriptions	3,824	1,702	9,667	8,000	12,907	18,000
	<i>Professional Memberships</i>	<i>558</i>	<i>392</i>	<i>666</i>		<i>275</i>	<i>600</i>
	<i>Go Daddy - Office 365</i>	<i>540</i>	<i>360</i>	<i>360</i>		<i>360</i>	<i>400</i>
	<i>Monsido - Web accessibility software</i>	<i>2,166</i>		<i>3,881</i>		<i>1,800</i>	<i>4,000</i>
	<i>Municode ASM Fees (Hosting)</i>	<i>-</i>	<i>950</i>	<i>950</i>		<i>950</i>	<i>1,000</i>
	<i>CivicPlus Agenda Mgmt software (setup)</i>	<i>-</i>	<i>-</i>	<i>3,646</i>		<i>2,065</i>	<i>4,000</i>
	<i>JustFOIA Subscription (Pub Rcds Reqs)</i>	<i>-</i>	<i>-</i>	<i>-</i>		<i>6,930</i>	<i>7,000</i>
	<i>Other / Misc</i>	<i>560</i>	<i>-</i>	<i>164</i>		<i>527</i>	<i>1,000</i>
001-0400-512-55	Training	1,827	129	974	2,000	1,642	3,000
		22,790	19,362	24,057	42,500	28,547	44,500
		\$ 186,437	\$ 196,560	\$ 231,629	\$ 258,800	\$ 244,782	\$ 274,000

Islamorada, Village of Islands
FY 2023-2024 Budget
GENERAL FUND

Finance & Administration		FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	9/30/2023	FY 2023-2024
		Actuals (Audited)	Actuals (Audited)	Actuals (Audited)	Amended Budget	Projected	BUDGET
<u>Personnel</u>		<i>as of 7/27/2023</i>					
001-0500-513-12	Regular Salaries & Wages	\$ 318,090	\$ 314,521	\$ 342,618	\$ 387,800	\$ 396,389	\$ 473,400
001-0500-513-14	Overtime	3,033	2,835	4,139	5,000	7,924	10,000
001-0500-513-21	Payroll Taxes	24,800	24,519	25,865	30,100	31,076	36,400
001-0500-513-22	Retirement Plan Contributions	32,851	37,708	42,609	47,900	47,440	67,400
001-0500-513-23	Employee Insurance Benefits	35,850	37,967	40,644	40,300	66,000	72,600
		414,624	417,550	455,875	511,100	548,829	659,800
<u>Operating</u>							
001-0500-513-24	Workers' Compensation	107,884	85,498	87,407	110,000	99,849	110,000
001-0500-513-31	Professional Services	65,329	38,500	47,325	46,000	41,779	46,000
	<i>Integrity (Arbitrage)</i>	<i>1,575</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>1,970</i>	<i>2,500</i>
	<i>Foster & Foster (OPEB Valuation)</i>	<i>4,500</i>	<i>2,500</i>	<i>4,500</i>	<i>5,000</i>	<i>2,575</i>	<i>5,000</i>
	<i>Ben Few (Risk Mgmt)</i>	<i>36,000</i>	<i>36,000</i>	<i>36,000</i>	<i>36,000</i>	<i>36,000</i>	<i>36,000</i>
	<i>Tyler Technologies (Configuration & Training)</i>	<i>-</i>	<i>-</i>	<i>6,825</i>	<i>-</i>	<i>-</i>	<i>-</i>
	<i>DP&O (Emergency Mgmt Prep)</i>	<i>18,409</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>
	<i>Nabors Giblin (Assmt Issues)</i>	<i>1,565</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>
	<i>Other / Misc</i>	<i>3,280</i>	<i>-</i>	<i>-</i>	<i>5,000</i>	<i>1,234</i>	<i>2,500</i>
001-0500-513-32	Accounting & Auditing	57,000	55,000	60,000	65,000	65,000	65,000
001-0500-513-40	Travel & Per Diem	490	1,015	3,096	5,000	5,692	6,000
001-0500-513-41	Communications	3,812	3,517	3,728	5,000	2,597	3,500
	<i>AT&T Mobility - Cell Phones</i>	<i>757</i>	<i>892</i>	<i>543</i>	<i>-</i>	<i>506</i>	<i>1,000</i>
	<i>AT&T - Internet-based Services</i>	<i>3,013</i>	<i>2,503</i>	<i>2,332</i>	<i>-</i>	<i>-</i>	<i>-</i>
	<i>Momentum Telecom - Internet-based Services</i>	<i>-</i>	<i>-</i>	<i>753</i>	<i>-</i>	<i>2,091</i>	<i>2,500</i>
	<i>Other - Misc (Level 3 Conf Calls)</i>	<i>42</i>	<i>122</i>	<i>100</i>	<i>-</i>	<i>-</i>	<i>-</i>
001-0500-513-42	Freight & Postage	1,223	1,426	1,379	1,500	1,262	1,500

Islamorada, Village of Islands
FY 2023-2024 Budget
GENERAL FUND

Finance & Administration		FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	9/30/2023	FY 2023-2024
		Actuals (Audited)	Actuals (Audited)	Actuals (Audited)	Amended Budget	Projected	BUDGET
		<i>as of 7/27/2023</i>					
001-0500-513-43	Utility Services	36,840	356,768	47,046	45,000	48,883	55,000
	<i>FKAA (Water)</i>	<i>2,940</i>	<i>5,345</i>	<i>7,116</i>		<i>7,640</i>	<i>10,000</i>
	<i>FKEC (Electric)</i>	<i>32,200</i>	<i>351,423</i>	<i>39,930</i>		<i>41,243</i>	<i>45,000</i>
	<i>WW Non-ad Valorem Assmt</i>	<i>1,700</i>	<i>-</i>	<i>-</i>		<i>-</i>	<i>-</i>
001-0500-513-44	Rentals & Leases	4,066	4,245	4,294	4,500	4,545	6,000
	<i>FP Mailing (Postage Mach)</i>	<i>1,186</i>	<i>860</i>	<i>1,294</i>		<i>1,320</i>	<i>2,500</i>
	<i>Tav Mini Storage (Storage Units)</i>	<i>2,880</i>	<i>3,385</i>	<i>3,000</i>		<i>3,225</i>	<i>3,500</i>
001-0500-513-45	Insurance	275,638	296,749	351,244	325,000	396,197	545,500
	<i>PRM (G/L, Auto, Property)</i>	<i>260,472</i>	<i>281,667</i>	<i>344,664</i>		<i>364,028</i>	<i>510,000</i>
	<i>Wright Nat'l (Flood)</i>	<i>15,166</i>	<i>15,082</i>	<i>6,580</i>		<i>32,169</i>	<i>35,500</i>
001-0500-513-48	PR / Advertising	432	1,180	1,195	2,500	1,000	2,500
001-0500-513-49	Other Expenses	17,980	13,875	27,868	10,000	6,150	7,500
001-0500-513-51	Office Supplies & Expenses	3,693	6,730	14,006	15,000	4,844	7,500
001-0500-513-54	Dues & Subscriptions	23,150	26,820	49,082	40,700	23,426	33,400
	<i>Tyler - Incode 10 ASM Fees</i>	<i>20,485</i>	<i>23,400</i>	<i>35,485</i>		<i>19,690</i>	<i>20,000</i>
	<i>Tyler - Open Finance Application</i>	<i>-</i>	<i>-</i>	<i>9,000</i>		<i>-</i>	<i>9,000</i>
	<i>NEMRC ASM Fees</i>	<i>713</i>	<i>1,827</i>	<i>2,585</i>		<i>2,240</i>	<i>2,300</i>
	<i>Go Daddy - Office 365</i>	<i>911</i>	<i>911</i>	<i>960</i>		<i>959</i>	<i>1,000</i>
	<i>FGFOA</i>	<i>200</i>	<i>200</i>	<i>200</i>		<i>25</i>	<i>200</i>
	<i>GFOA</i>	<i>470</i>	<i>385</i>	<i>385</i>		<i>320</i>	<i>400</i>
	<i>Other / Misc</i>	<i>371</i>	<i>97</i>	<i>467</i>		<i>192</i>	<i>500</i>
001-0500-513-55	Training	1,895	835	2,751	4,000	1,249	4,000
		581,452	878,283	672,553	679,200	702,474	885,900
		\$ 996,076	\$ 1,295,833	\$ 1,128,428	\$ 1,190,300	\$ 1,251,302	\$ 1,545,700

Islamorada, Village of Islands
FY 2023-2024 Budget
GENERAL FUND

IT & Communications		FY 2019-2020 <i>Actuals</i> <i>(Audited)</i>	FY 2020-2021 <i>Actuals</i> <i>(Audited)</i>	FY 2021-2022 <i>Actuals</i> <i>(Audited)</i>	FY 2022-2023 <i>Amended</i> <i>Budget</i>	9/30/2023 <i>Projected</i>	FY 2023-2024 <i>BUDGET</i>
		<i>as of 7/27/2023</i>					
<u>Personnel</u>							
001-0700-519-12	Regular Salaries & Wages	\$ 165,598	\$ 175,956	\$ 186,081	276,500	\$ 254,540	\$ 330,700
001-0700-519-13	Overtime				-	250	2,500
001-0700-519-21	Payroll Taxes	12,493	12,675	13,582	21,200	19,240	25,500
001-0700-519-22	Retirement Plan Contributions	14,488	18,827	22,725	33,700	29,937	46,500
001-0700-519-23	Employee Insurance Benefits	16,829	18,232	22,043	42,900	73,000	80,300
		209,408	225,690	244,431	374,300	376,967	485,500
<u>Operating</u>							
001-0700-519-31	Professional Services	68,664	54,282	85,860	94,500	108,040	90,000
	<i>UDT (Managed Svcs)</i>	<i>31,632</i>	<i>31,632</i>	<i>36,609</i>		<i>31,632</i>	<i>35,000</i>
	<i>UDT (Azure Storage)</i>	<i>7,712</i>	<i>4,695</i>	<i>6,315</i>		-	<i>7,500</i>
	<i>Revize (Website Spt)</i>	<i>2,701</i>	<i>2,700</i>	<i>2,545</i>		<i>2,700</i>	-
	<i>LiquidWeb (Web Site Host)</i>	<i>2,757</i>	<i>1,866</i>	<i>1,910</i>		<i>1,827</i>	<i>2,000</i>
	<i>Global Relay (E-mail Archive)</i>	<i>14,798</i>	<i>11,865</i>	<i>18,280</i>		<i>17,124</i>	<i>20,000</i>
	<i>3 Play Media (Close Caption)</i>	<i>7,159</i>	<i>1,193</i>	-		-	-
	<i>Nutanix Xi-Leap (3 years in advance)</i>	-	-	<i>19,038</i>		<i>50,977</i>	<i>23,000</i>
	<i>Other / Misc</i>	<i>1,905</i>	<i>331</i>	<i>1,163</i>		<i>3,780</i>	<i>2,500</i>
001-0700-519-40	Travel & Per Diem	1,296	50	264	6,400	7,930	8,000
001-0700-519-41	Communications	38,518	36,851	45,515	39,400	46,921	51,800
	<i>AT&T Atlanta & Club Svc (Office Phones)</i>	<i>28,542</i>	<i>29,126</i>	<i>15,727</i>		<i>312</i>	-
	<i>Ring Central (V Hall phone upgrade)</i>	-	-	<i>19,657</i>		<i>36,678</i>	<i>40,000</i>
	<i>AT&T Mobility</i>	<i>6,556</i>	<i>3,680</i>	<i>4,408</i>		<i>5,728</i>	<i>6,000</i>
	<i>AT&T - MPLS & VOIP</i>	<i>3,013</i>	<i>2,968</i>	<i>2,334</i>		-	-
	<i>Comcast</i>	-	<i>717</i>	<i>2,637</i>		<i>1,435</i>	<i>1,800</i>
	<i>Momentum Telecom - Internet-based Svcs</i>	-	-	<i>752</i>		<i>2,268</i>	<i>3,000</i>
	<i>Other / Misc</i>	<i>407</i>	<i>360</i>	-		<i>500</i>	<i>1,000</i>
001-0700-519-42	Freight & Postage	-	-	62	-	-	-

Islamorada, Village of Islands
FY 2023-2024 Budget
GENERAL FUND

IT & Communications		FY 2019-2020 Actuals (Audited)	FY 2020-2021 Actuals (Audited)	FY 2021-2022 Actuals (Audited)	FY 2022-2023 Amended Budget	9/30/2023 Projected	FY 2023-2024 BUDGET
		as of 7/27/2023					
001-0700-519-44	Rentals & Leases	11,884	11,432	11,403	15,000	11,463	13,500
	<i>Sands/Canon (Copier)</i>	5,018	4,410	4,380		4,440	6,000
	<i>Dell Financial (PC Lease)</i>	6,866	7,022	7,023		7,023	7,500
001-0700-519-46	Repair & Maintenance	8,464	22,020	17,784	12,000	13,460	10,000
001-0700-519-51	Office Supplies	274	2,575	596	5,000	1,460	2,500
001-0700-519-52	Operating Supplies	12,598	22,372	21,315	16,000	22,610	25,000
001-0700-519-54	Dues & Subscriptions	39,552	22,385	48,408	60,700	40,637	77,800
	<i>FLGISA Membership</i>	-	-	-		250	300
	<i>MTS (OnBase ASM Fees)</i>	23,009	5,000	24,819		26,424	27,000
	<i>EarthChannel (Web Stream)</i>	4,995	4,162	4,996		1,333	5,000
	<i>Go Daddy - Office 365</i>	564	636	700		1,524	2,000
	<i>CivicPlus (Mtg Streaming)</i>	-	-	-		-	2,500
	<i>GoGov</i>	-	-	-		-	3,000
	<i>VIPRE Security</i>	-	-	330		-	-
	<i>NetGuard (Text Msg Archive)</i>	3,030	3,038	-		5,000	5,000
	<i>AT&T (Msg Archive)</i>	5,063	-	-		-	-
	<i>SHI (Adobe Licenses)</i>	262	2,714	3,635		5,346	5,500
	<i>SHI (VeeAm Backup Licenses)</i>	-	-	-		-	4,500
	<i>SHI (Fortinet)</i>	-	-	-		-	13,500
	<i>SHI (Other)</i>	-	3,923	4,407		-	5,000
	<i>CBT Nuggets Subscription</i>	1,720	775	1,622		-	2,000
	<i>Tyler Technologies (Incode Server License)</i>	-	-	6,700		-	-
	<i>Other - Misc</i>	909	2,137	1,199		760	2,500
001-0700-519-55	Training	150	-	400	5,000	5,227	3,000
		181,126	169,392	231,011	254,000	257,748	281,600
		\$ 390,534	\$ 395,082	\$ 475,443	\$ 628,300	\$ 634,715	\$ 767,100

Islamorada, Village of Islands
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GENERAL FUND

Planning & Development Services		FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	9/30/2023	FY 2023-2024
		Actuals (Audited)	Actuals (Audited)	Actuals (Audited)	Amended Budget	Projected	BUDGET
		<i>as of 7/27/2023</i>					
<u>Personnel</u>							
001-0600-515-12	Regular Salaries & Wages	\$ 512,230	\$ 380,338	\$ 540,245	\$ 636,300	\$ 528,790	\$ 648,700
001-0600-515-14	Overtime	12,240	5,249	10,595	5,500	6,686	10,000
001-0600-515-21	Payroll Taxes	39,446	29,124	40,772	49,100	38,876	50,400
001-0600-515-22	Retirement Plan Contributions	46,006	39,767	55,045	76,000	61,017	91,800
001-0600-515-23	Employee Insurance Benefits	58,677	52,203	50,557	67,800	123,000	135,300
		668,599	506,681	697,213	834,700	758,370	936,200
<u>Operating</u>							
001-0600-515-31	Professional Services	68,093	70,284	59,475	122,400	88,473	50,000
	<i>RES Florida (Eng/Stmwtr Rvw)</i>	<i>13,511</i>	<i>18,487</i>	<i>15,652</i>		<i>16,424</i>	<i>15,000</i>
	<i>McFarland Johnson (Site Plan Rvws)</i>	<i>9,791</i>	<i>14,443</i>	<i>11,044</i>		<i>2,337</i>	<i>5,000</i>
	<i>Liquid Web (CityView Portal Host)</i>	<i>890</i>	<i>1,872</i>	<i>1,911</i>		<i>1,993</i>	<i>2,500</i>
	<i>Corradino Grp (Planning Spt Svcs)</i>	<i>32,640</i>	<i>17,261</i>	<i>11,157</i>		-	-
	<i>Rebecca Jetton (Planning Support Svcs)</i>		<i>7,974</i>	<i>11,312</i>		<i>11,563</i>	<i>15,000</i>
	<i>GIS Svcs (Highland Mapping/Avineon)</i>	-	<i>6,800</i>	<i>6,000</i>		-	<i>5,000</i>
	<i>CPH Consulting (Site Plan Rvws)</i>	-	-	-		<i>4,753</i>	<i>5,000</i>
	<i>Cyriacks (Land Use & Habitat Mapping)</i>	-	-	-		<i>48,964</i>	-
	<i>Other / Misc (Recording Fees)</i>	<i>11,261</i>	<i>3,447</i>	<i>2,399</i>		<i>2,439</i>	<i>2,500</i>
001-0600-515-40	Travel & Per Diem	3,204	1,402	2,263	5,000	2,453	5,000
001-0600-515-41	Communications	5,025	4,851	5,079	6,000	4,080	5,000
	<i>AT&T Mobility - Cell Phones</i>	<i>1,966</i>	<i>1,930</i>	<i>1,948</i>		<i>1,980</i>	<i>2,500</i>
	<i>AT&T - Internet-based Services</i>	<i>3,013</i>	<i>2,849</i>	<i>2,334</i>		-	-
	<i>Momentum Telecom - Internet-based Services</i>	-	-	<i>752</i>		<i>2,100</i>	<i>2,500</i>
	<i>Other - Misc (Fax Line)</i>	<i>46</i>	<i>72</i>	<i>45</i>		-	-
001-0600-515-42	Freight & Postage	3,529	2,827	5,044	6,000	7,095	5,000

Islamorada, Village of Islands
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GENERAL FUND

Planning & Development Services		FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	9/30/2023	FY 2023-2024
		Actuals (Audited)	Actuals (Audited)	Actuals (Audited)	Amended Budget	Projected	BUDGET
					<i>as of 7/27/2023</i>		
001-0600-515-46	Repair & Maintenance	4,955	9,656	3,617	6,500	1,507	5,000
001-0600-515-48	PR / Advertising	7,752	8,112	6,147	8,000	7,998	8,000
001-0600-515-51	Office Supplies & Expenses	5,905	10,548	13,379	10,000	7,926	8,000
001-0600-515-52	Operating Supplies	-	-	-	4,000	3,616	4,000
001-0600-515-54	Dues & Subscriptions	29,250	32,206	37,436	40,000	34,493	37,000
	<i>Harris (CityView ASM Fees)</i>	<i>23,494</i>	<i>25,832</i>	<i>27,464</i>		<i>29,922</i>	<i>30,000</i>
	<i>Professional Memberships</i>	<i>1,926</i>	<i>1,949</i>	<i>2,199</i>		<i>300</i>	<i>2,500</i>
	<i>ESRI / ARC GIS / AutoCAD</i>	<i>2,200</i>	<i>2,620</i>	<i>6,712</i>		<i>2,420</i>	<i>2,500</i>
	<i>Go Daddy - Office 365</i>	<i>1,392</i>	<i>1,391</i>	<i>1,019</i>		<i>1,451</i>	<i>1,500</i>
	<i>Simplifile (electronic recording)</i>	<i>-</i>	<i>-</i>	<i>-</i>		<i>-</i>	<i>500</i>
	<i>Other / Misc</i>	<i>238</i>	<i>414</i>	<i>42</i>		<i>400</i>	<i>-</i>
001-0600-515-55	Training	1,082	563	955	5,000	-	6,000
		128,795	140,449	133,395	212,900	157,641	133,000
		\$ 797,394	\$ 647,130	\$ 830,608	\$ 1,047,600	\$ 916,011	\$ 1,069,200

Islamorada, Village of Islands
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GENERAL FUND

Code Compliance		FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	9/30/2023	FY 2023-2024
		<i>Actuals (Audited)</i>	<i>Actuals (Audited)</i>	<i>Actuals (Audited)</i>	<i>Amended Budget</i>	<i>Projected</i>	BUDGET
<i>as of 7/27/2023</i>							
<u>Personnel</u>							
001-1100-524-12	Regular Salaries & Wages	\$ 123,670	\$ 110,034	\$ 113,535	\$ 122,800	\$ 120,419	\$ 131,400
001-1100-524-14	Overtime	14,879	12,487	9,004	7,500	5,823	7,500
001-1100-524-21	Payroll Taxes	10,703	9,987	9,717	10,000	9,100	10,700
001-1100-524-22	Retirement Plan Contributions	12,090	12,826	13,597	15,900	14,696	19,400
001-1100-524-23	Employee Insurance Benefits	20,660	23,780	24,138	21,500	23,000	25,300
		182,002	169,114	169,991	177,700	173,038	194,300
<u>Operating</u>							
001-1100-524-31	Professional Services	9,546	9,288	7,820	17,500	9,087	20,000
	<i>Billing, Cochran (Code Magistrate)</i>	<i>8,566</i>	<i>8,009</i>	<i>7,040</i>	<i>16,500</i>	<i>8,055</i>	<i>15,000</i>
	<i>Other / Misc (Monroe Cty Recording Fees)</i>	<i>980</i>	<i>1,279</i>	<i>780</i>	<i>1,000</i>	<i>1,032</i>	<i>5,000</i>
001-1100-524-40	Travel & Per Diem	3,264	1,655	808	4,000	721	4,000
001-1100-524-41	Communications	5,508	5,000	5,272	7,000	3,880	5,000
	<i>AT&T Mobility</i>	<i>2,442</i>	<i>2,150</i>	<i>2,190</i>		<i>1,800</i>	<i>2,500</i>
	<i>AT&T - MPLS & VOIP</i>	<i>3,013</i>	<i>2,850</i>	<i>2,327</i>		-	-
	<i>Momentum Telecom - Internet-based Svcs</i>	-	-	<i>755</i>		<i>2,080</i>	<i>2,500</i>
	<i>Other - Misc</i>	<i>53</i>	-	-		-	-
001-1100-524-42	Freight & Postage	2,192	1,547	2,460	5,000	2,111	2,500
001-1100-524-46	Repair & Maintenance	7,234	14,354	6,467	5,000	6,545	10,000
001-1100-524-51	Office Supplies & Expenses	4,393	1,968	3,109	2,500	2,243	2,500
001-1100-524-52	Operating Supplies	4,085	4,839	6,663	5,000	5,280	5,000

Islamorada, Village of Islands

FY 2023-2024 Budget

GENERAL FUND

Code Compliance		FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	9/30/2023	FY 2023-2024
		<i>Actuals (Audited)</i>	<i>Actuals (Audited)</i>	<i>Actuals (Audited)</i>	<i>Amended Budget</i>	<i>Projected</i>	BUDGET
		<i>as of 7/27/2023</i>					
001-1100-524-54	Dues & Subscriptions	23,893	7,384	33,008	30,500	25,294	29,300
	<i>Harris (CV ASM Fees)</i>	<i>5,874</i>	<i>6,459</i>	<i>6,616</i>		<i>7,500</i>	<i>7,500</i>
	<i>Memberships</i>	<i>310</i>	<i>375</i>	<i>605</i>		<i>380</i>	<i>400</i>
	<i>Go Daddy - Office 365</i>	<i>540</i>	<i>540</i>	<i>551</i>		<i>372</i>	<i>400</i>
	<i>Host Compliance (VR App)</i>	<i>17,100</i>	<i>-</i>	<i>-</i>		<i>-</i>	<i>-</i>
	<i>Deckard Technologies (VR App)</i>	<i>-</i>	<i>-</i>	<i>25,000</i>		<i>17,000</i>	<i>20,000</i>
	<i>Other / Misc</i>	<i>69</i>	<i>10</i>	<i>236</i>		<i>42</i>	<i>1,000</i>
001-1100-524-55	Training	1,775	1,797	75	4,000	1,715	4,000
		61,890	47,832	65,682	80,500	56,876	82,300
		\$ 243,892	\$ 216,946	\$ 235,673	\$ 258,200	\$ 229,914	\$ 276,600

Islamorada, Village of Islands
FY 2023-2024 Budget
GENERAL FUND

Local Law Enforcement (MCSO)		<i>FY 2019-2020</i>	<i>FY 2020-2021</i>	<i>FY 2021-2022</i>	<i>FY 2022-2023</i>	<i>9/30/2023</i>	<i>FY 2023-2024</i>
		<i>Actuals (Audited)</i>	<i>Actuals (Audited)</i>	<i>Actuals (Audited)</i>	<i>Amended Budget</i>	<i>Projected</i>	<i>BUDGET</i>
		<i>as of 7/27/2023</i>					
<u>Personnel</u>							
001-0800-521-12	Regular Salaries & Wages	\$ 43,296	\$ 46,591	\$ 49,532	\$ 54,100	\$ 47,132	\$ 57,900
001-0800-521-14	Overtime	356	592	101	500	334	500
001-0800-521-21	Payroll Taxes	3,244	3,485	3,671	4,200	3,071	4,500
001-0800-521-22	Retirement Plan Contributions	4,084	5,558	5,436	6,700	5,760	8,200
001-0800-521-23	Employee Insurance Benefits	8,476	8,985	9,678	14,600	31,000	34,100
		59,456	65,211	68,418	80,100	87,296	105,200
<u>Operating</u>							
001-0800-521-31	Professional Services (MCSO Contract)	2,079,926	1,982,693	2,307,694	2,650,200	2,265,780	2,773,000
001-0800-521-40	Travel & Per Diem	-	775	-	2,000	1,776	5,000
001-0800-521-41	Communications	5,603	7,193	7,191	8,000	6,454	7,500
	<i>AT&T Mobility (Cell Phones)</i>	<i>1,052</i>	<i>1,541</i>	<i>1,780</i>		<i>2,150</i>	<i>2,500</i>
	<i>AT&T (VOIP & MPLS)</i>	<i>3,013</i>	<i>3,339</i>	<i>2,261</i>		-	-
	<i>Comcast (Internet)</i>	<i>1,538</i>	<i>2,313</i>	<i>2,395</i>		<i>2,212</i>	<i>2,500</i>
	<i>Momentum Telecom - Internet-based Svcs</i>	<i>-</i>	<i>-</i>	<i>755</i>		<i>2,092</i>	<i>2,500</i>
001-0800-521-42	Freight & Postage	-	173	3	500	190	500
001-0800-521-46	Repair & Maintenance	1,838	10,010	23,724	11,000	1,697	5,000
001-0800-521-51	Office Supplies & Expenses	1,309	3,191	1,850	2,500	1,845	2,500
001-0800-521-52	Operating Supplies	87,897	72,790	102,741	100,000	78,308	85,000

Islamorada, Village of Islands
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GENERAL FUND

Local Law Enforcement (MCSO)		<i>FY 2019-2020</i>	<i>FY 2020-2021</i>	<i>FY 2021-2022</i>	<i>FY 2022-2023</i>	<i>9/30/2023</i>	<i>FY 2023-2024</i>
		<i>Actuals (Audited)</i>	<i>Actuals (Audited)</i>	<i>Actuals (Audited)</i>	<i>Amended Budget</i>	<i>Projected</i>	<i>BUDGET</i>
		<i>as of 7/27/2023</i>					
001-0800-521-54	Dues & Subscriptions	1,285	584	432	1,000	894	1,500
	<i>Go Daddy - Office 365</i>	<i>300</i>	<i>384</i>	<i>-</i>		<i>444</i>	<i>500</i>
	<i>Rotary & Chamber</i>	<i>950</i>	<i>200</i>	<i>432</i>		<i>400</i>	<i>1,000</i>
	<i>Other / Misc</i>	<i>35</i>	<i>-</i>	<i>-</i>		<i>50</i>	<i>-</i>
001-0800-521-55	Training	-	695	-	2,000	3,195	5,000
		2,177,858	2,078,104	2,443,635	2,777,200	2,360,139	2,885,000
		\$ 2,237,314	\$ 2,143,315	\$ 2,512,053	\$ 2,857,300	\$ 2,447,435	\$ 2,990,200

Islamorada, Village of Islands
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GENERAL FUND

Fire Rescue		FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	9/30/2023	FY 2023-2024
		Actuals (Audited)	Actuals (Audited)	Actuals (Audited)	Amended Budget	Projected	BUDGET
		<i>as of 7/27/2023</i>					
<u>Personnel</u>							
001-0900-522-12	Regular Salaries & Wages	\$ 2,514,548	\$ 2,627,167	\$ 2,859,036	\$ 2,869,300	\$ 3,078,413	\$ 3,258,200
001-0900-522-13	Other Salaries & Wages	73,638	73,020	128,431	100,000	55,012	100,000
001-0900-522-14	Overtime	228,218	452,309	509,495	500,000	499,859	591,400
001-0900-522-21	Payroll Taxes	208,296	235,275	259,849	265,400	277,761	302,200
001-0900-522-22	Retirement Contributions	656,229	758,564	861,801	924,500	980,573	1,249,100
001-0900-522-23	Employee Insurance Premiums	297,076	293,191	411,304	423,300	466,700	513,400
		3,978,005	4,439,526	5,029,914	5,082,500	5,358,318	6,014,300
<u>Operating</u>							
001-0900-522-31	Professional Services	75,314	79,834	91,984	95,000	87,833	93,500
	<i>Prof ER Svcs (Med Dir)</i>	<i>51,781</i>	<i>54,600</i>	<i>57,330</i>	<i>60,000</i>	<i>63,347</i>	<i>65,000</i>
	<i>Penguin Management</i>	<i>2,148</i>	<i>2,148</i>	<i>1,074</i>	<i>2,500</i>	<i>-</i>	<i>-</i>
	<i>Prof Practice Spt (EMS Billing)</i>	<i>3,072</i>	<i>3,777</i>	<i>2,300</i>	<i>5,000</i>	<i>2,507</i>	<i>5,000</i>
	<i>Collection Information Bureau</i>	<i>472</i>	<i>-</i>	<i>-</i>	<i>1,000</i>	<i>250</i>	<i>1,000</i>
	<i>LifeScan Wellness</i>	<i>14,780</i>	<i>14,400</i>	<i>19,316</i>	<i>20,000</i>	<i>19,802</i>	<i>20,000</i>
	<i>Johnathan M Fair (Promotion Testing)</i>	<i>-</i>	<i>3,650</i>	<i>4,000</i>	<i>4,000</i>	<i>-</i>	<i>-</i>
	<i>Other / Misc.</i>	<i>3,061</i>	<i>1,259</i>	<i>7,964</i>	<i>2,500</i>	<i>1,927</i>	<i>2,500</i>
001-0900-522-40	Travel & Per Diem	5,063	10,800	4,558	12,000	16,122	30,000
001-0900-522-41	Communications	75,581	57,673	59,392	60,000	50,024	51,500
	<i>AT&T (LifePak Data Cards)</i>	<i>20,626</i>	<i>7,669</i>	<i>2,190</i>		<i>4,677</i>	<i>5,000</i>
	<i>AT&T Mobility (Cell Phones)</i>	<i>10,034</i>	<i>10,363</i>	<i>11,235</i>		<i>8,879</i>	<i>10,000</i>
	<i>AT&T (VOIP & MPLS)</i>	<i>42,261</i>	<i>35,061</i>	<i>30,324</i>		<i>-</i>	<i>-</i>
	<i>Momentum Telecom - Internet-based Svcs</i>		<i>-</i>	<i>10,235</i>		<i>27,403</i>	<i>28,000</i>
	<i>Comcast (Digital Adapters)</i>		<i>102</i>	<i>403</i>		<i>2,735</i>	<i>2,000</i>
	<i>Ring Central</i>	<i>2,660</i>	<i>4,478</i>	<i>3,835</i>		<i>6,030</i>	<i>6,000</i>
	<i>Other / Misc.</i>	<i>-</i>	<i>-</i>	<i>1,170</i>		<i>300</i>	<i>500</i>

Islamorada, Village of Islands
FY 2023-2024 Budget
GENERAL FUND

Fire Rescue		FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	9/30/2023	FY 2023-2024
		Actuals (Audited)	Actuals (Audited)	Actuals (Audited)	Amended Budget	Projected	BUDGET
					<i>as of 7/27/2023</i>		
001-0900-522-42	Freight & Postage	902	619	1,045	1,500	534	1,500
001-0900-522-43	Utility Services	38,563	37,929	44,547	40,000	36,980	38,000
	<i>FKA (Water)</i>	<i>15,452</i>	<i>14,275</i>	<i>15,122</i>		<i>8,930</i>	<i>10,000</i>
	<i>FKEC (Electricity)</i>	<i>21,396</i>	<i>21,869</i>	<i>27,025</i>		<i>25,650</i>	<i>25,000</i>
	<i>Wastewater Alloc.</i>	<i>1,715</i>	<i>1,785</i>	<i>2,400</i>		<i>2,400</i>	<i>3,000</i>
001-0900-522-44	Rentals & Leases	-	-	-	-	-	200,000
001-0900-522-45	Insurance	13,822	15,729	27,097	30,000	14,190	20,000
001-0900-522-46	Repair & Maintenance	102,597	218,184	209,490	135,000	152,132	220,000
	<i>Vehicle R&M</i>	<i>43,070</i>	<i>66,195</i>	<i>75,980</i>		<i>64,672</i>	<i>120,000</i>
	<i>Fire Equipment R&M</i>	<i>31,303</i>	<i>34,706</i>	<i>47,380</i>		<i>53,698</i>	<i>60,000</i>
	<i>Generator & Station R&M</i>	<i>28,224</i>	<i>117,283</i>	<i>86,130</i>		<i>33,762</i>	<i>40,000</i>
001-0900-522-48	PR / Advertising	2,100	2,903	-	2,500	2,910	3,500
001-0900-522-49	Other Expenses	-	-	-	2,500	1,430	-
001-0900-522-51	Office Supplies & Expenses	6,941	9,860	6,739	8,000	3,762	10,000
001-0900-522-52	Operating Supplies	250,875	260,169	323,699	296,300	218,784	307,000
	<i>Wright Express (Fuel)</i>	<i>6,650</i>	<i>8,405</i>	<i>7,487</i>		<i>6,718</i>	<i>10,000</i>
	<i>Sunshine Gasoline (Fuel)</i>	<i>-</i>	<i>-</i>	<i>36,307</i>		<i>43,763</i>	<i>45,000</i>
	<i>McKenzie Petroleum (Fuel)</i>	<i>18,829</i>	<i>25,055</i>	<i>4,953</i>		<i>-</i>	<i>-</i>
	<i>BoundTree EMS Supplies</i>	<i>60,703</i>	<i>47,775</i>	<i>46,140</i>		<i>43,760</i>	<i>50,000</i>
	<i>Other EMS Supplies</i>	<i>-</i>	<i>56,878</i>	<i>18,450</i>		<i>38,092</i>	<i>50,000</i>
	<i>Station Supplies</i>	<i>75,429</i>	<i>79,617</i>	<i>47,005</i>		<i>37,428</i>	<i>40,000</i>
	<i>Uniforms & Personal Gear</i>	<i>59,206</i>	<i>42,439</i>	<i>135,456</i>		<i>43,161</i>	<i>30,000</i>
	<i>Bunker Gear Replacements</i>	<i>-</i>	<i>-</i>	<i>-</i>		<i>-</i>	<i>72,000</i>
	<i>Other / Misc.</i>	<i>30,058</i>	<i>-</i>	<i>27,901</i>		<i>5,862</i>	<i>10,000</i>

Islamorada, Village of Islands
FY 2023-2024 Budget
GENERAL FUND

Fire Rescue		FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	9/30/2023	FY 2023-2024
		Actuals (Audited)	Actuals (Audited)	Actuals (Audited)	Amended Budget	Projected	BUDGET
					<i>as of 7/27/2023</i>		
001-0900-522-54	Dues & Subscriptions	15,408	32,229	43,275	44,700	47,141	50,000
	<i>Memberships</i>	<i>1,725</i>	<i>995</i>	<i>1,726</i>		<i>1,950</i>	<i>2,000</i>
	<i>NFPA Fire Codes / HandTevy</i>		<i>1,732</i>	<i>2,372</i>		<i>2,089</i>	<i>2,500</i>
	<i>Go Daddy - Office 365</i>	<i>5,347</i>	<i>5,215</i>	<i>5,466</i>		<i>5,874</i>	<i>6,000</i>
	<i>ESO Solutions (Records SW)</i>	<i>3,062</i>	<i>10,690</i>	<i>15,197</i>		<i>17,124</i>	<i>17,500</i>
	<i>Target Solutions</i>		<i>7,712</i>	<i>14,074</i>		<i>13,328</i>	<i>13,500</i>
	<i>Station Automation (PS Trax)</i>	<i>3,350</i>	<i>3,221</i>	<i>3,341</i>		<i>3,658</i>	<i>4,000</i>
	<i>Other / Misc.</i>	<i>1,924</i>	<i>2,664</i>	<i>1,099</i>		<i>3,118</i>	<i>4,500</i>
001-0900-522-55	Training	11,771	18,397	21,317	30,000	27,890	45,000
		598,937	744,326	833,143	757,500	659,732	1,070,000
		\$ 4,576,942	\$ 5,183,852	\$ 5,863,057	\$ 5,840,000	\$ 6,018,050	\$ 7,084,300

Islamorada, Village of Islands
FY 2023-2024 Budget
GENERAL FUND

Public Works	FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	9/30/2023	FY 2023-2024
	Actuals (Audited)	Actuals (Audited)	Actuals (Audited)	Amended Budget	Projected	BUDGET

as of 7/27/2023

ROADWAY MAINTENANCE

Personnel

001-1200-541-12	Regular Salaries & Wages	\$ 569,015	\$ 563,840	\$ 614,275	\$ 727,900	\$ 650,631	\$ 793,900
001-1200-541-14	Overtime	13,852	13,998	20,323	20,000	14,830	20,000
001-1200-541-21	Payroll Taxes	43,732	43,101	47,574	57,400	50,496	62,300
001-1200-541-22	Retirement Plan Contributions	50,249	62,711	79,627	87,900	85,333	109,200
001-1200-541-23	Employee Insurance Benefits	118,528	127,043	138,687	150,500	130,000	138,000
		<u>795,376</u>	<u>810,693</u>	<u>900,487</u>	<u>1,043,700</u>	<u>931,290</u>	<u>1,123,400</u>

Operating

001-1200-541-40	Travel & Per Diem	92	58	3,142	3,500	1,545	3,500
001-1200-541-41	Communications	21,227	18,183	21,764	22,000	17,016	18,000
	<i>AT&T Mobility</i>	<i>6,744</i>	<i>5,350</i>	<i>6,460</i>		<i>6,852</i>	<i>7,500</i>
	<i>AT&T - MPLS & VOIP</i>	<i>14,483</i>	<i>12,833</i>	<i>12,406</i>		<i>-</i>	<i>-</i>
	<i>Momentum Telecom (Internet-based services)</i>	<i>-</i>	<i>-</i>	<i>2,313</i>		<i>9,240</i>	<i>9,500</i>
	<i>RingCentral (Office Phones)</i>	<i>-</i>	<i>-</i>	<i>585</i>		<i>924</i>	<i>1,000</i>
001-1200-541-43	Utility Services	95,615	96,648	89,069	103,000	89,157	100,000
	<i>FKA (Water)</i>	<i>32,152</i>	<i>30,818</i>	<i>20,403</i>		<i>17,302</i>	<i>25,000</i>
	<i>FKEC (Electric)</i>	<i>50,773</i>	<i>49,872</i>	<i>52,800</i>		<i>56,855</i>	<i>60,000</i>
	<i>Wastewater Allocation</i>	<i>12,690</i>	<i>15,958</i>	<i>15,866</i>		<i>15,000</i>	<i>15,000</i>
001-1200-541-44	Rentals & Leases	2,790	3,110	12,395	10,000	9,080	10,000

Islamorada, Village of Islands
FY 2023-2024 Budget
GENERAL FUND

Public Works		FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	9/30/2023	FY 2023-2024
		Actuals (Audited)	Actuals (Audited)	Actuals (Audited)	Amended Budget	Projected	BUDGET
		<i>as of 7/27/2023</i>					
001-1200-541-46	Repair & Maintenance	82,469	105,055	204,715	290,000	147,290	370,000
	<i>Elevator Inspections & Maintenance</i>	<i>3,511</i>	<i>4,585</i>	<i>1,426</i>	<i>-</i>	<i>819</i>	<i>3,500</i>
	<i>Janitorial Services</i>	<i>13,288</i>	<i>12,500</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>
	<i>Vehicle R&M</i>	<i>29,053</i>	<i>33,111</i>	<i>23,928</i>	<i>-</i>	<i>25,324</i>	<i>32,000</i>
	<i>Equipment R&M</i>	<i>15,568</i>	<i>10,715</i>	<i>20,810</i>	<i>-</i>	<i>7,928</i>	<i>20,000</i>
	<i>Building & Facility R&M</i>	<i>18,631</i>	<i>38,074</i>	<i>15,003</i>	<i>-</i>	<i>-</i>	<i>50,000</i>
	<i>Lower Mat Canal Restoration Culvert Proj</i>	<i>-</i>	<i>-</i>	<i>104,090</i>		<i>24,724</i>	<i>5,000</i>
	<i>Fla Keys Aeration Canal Project R&M</i>	<i>2,168</i>	<i>-</i>	<i>3,552</i>	<i>15,000</i>	<i>4,865</i>	<i>15,000</i>
	<i>Invasive Plant Removal (Stantec)</i>	<i>-</i>	<i>-</i>	<i>13,902</i>	<i>21,000</i>	<i>21,000</i>	<i>25,000</i>
	<i>Village Hall - seal joints & repaint</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>200,000</i>		<i>200,000</i>
	<i>Island Pride Cleaning Service</i>	<i>-</i>	<i>-</i>	<i>3,195</i>	<i>-</i>		<i>15,000</i>
	<i>Other / Misc.</i>	<i>250</i>	<i>6,070</i>	<i>18,809</i>	<i>54,000</i>	<i>62,630</i>	<i>4,500</i>
001-1200-541-48	PR / Advertising	-	269	163	-	-	-
001-1200-541-51	Office Supplies & Expenses	1,140	418	2,774	3,000	2,500	3,000
001-1200-541-52	Operating Supplies	141,723	159,842	192,349	174,900	160,693	170,000
	<i>Municipal Sup (Signs)</i>	<i>5,697</i>	<i>11,641</i>	<i>14,510</i>		<i>6,065</i>	<i>10,000</i>
	<i>Wright Express (Fuel)</i>	<i>30,194</i>	<i>34,190</i>	<i>44,984</i>		<i>36,673</i>	<i>40,000</i>
	<i>Paper Supplies</i>	<i>13,862</i>	<i>13,054</i>	<i>18,832</i>		<i>10,502</i>	<i>15,000</i>
	<i>Hardware Supplies</i>	<i>77,512</i>	<i>54,976</i>	<i>91,930</i>		<i>50,679</i>	<i>50,000</i>
	<i>Parts</i>	<i>2,037</i>	<i>12,519</i>	<i>12,123</i>		<i>14,941</i>	<i>15,000</i>
	<i>Unforms</i>	<i>3,000</i>	<i>2,083</i>	<i>860</i>		<i>4,067</i>	<i>5,000</i>
	<i>Sand & Rock</i>	<i>9,421</i>	<i>12,850</i>	<i>9,110</i>		<i>20,480</i>	<i>20,000</i>
	<i>Other / Misc.</i>	<i>-</i>	<i>18,529</i>	<i>-</i>		<i>17,286</i>	<i>15,000</i>

Islamorada, Village of Islands
FY 2023-2024 Budget
GENERAL FUND

Public Works		<i>FY 2019-2020</i>	<i>FY 2020-2021</i>	<i>FY 2021-2022</i>	<i>FY 2022-2023</i>	<i>9/30/2023</i>	<i>FY 2023-2024</i>
		<i>Actuals (Audited)</i>	<i>Actuals (Audited)</i>	<i>Actuals (Audited)</i>	<i>Amended Budget</i>	<i>Projected</i>	<i>BUDGET</i>
		<i>as of 7/27/2023</i>					
001-1200-541-54	Dues & Subscriptions	1,531	944	1,220	1,700	1,604	1,700
	<i>Go Daddy - Office 365</i>	<i>732</i>	<i>803</i>	<i>852</i>		<i>1,283</i>	<i>1,200</i>
	<i>Memberships</i>	<i>218</i>	<i>131</i>	<i>326</i>		<i>279</i>	<i>300</i>
	<i>Other / Misc.</i>	<i>581</i>	<i>10</i>	<i>42</i>		<i>42</i>	<i>200</i>
001-1200-541-55	Training	609	790	2,069	2,500	500	5,000
001-1200-541-99	Allocation to Transportation Fund				(921,900)	(829,410)	(1,169,800)
		347,196	385,317	529,660	(311,300)	(400,025)	(488,600)
	SUBTOTAL - ROADWAY MAINTENANCE	1,142,572	1,196,010	1,430,147	732,400	531,265	634,800
FILLS							
<u>Personnel</u>							
001-1201-541-12	Regular Salaries & Wages	29,888	34,624	36,654	38,300	37,658	41,100
001-1201-541-14	Overtime	59,263	182,213	111,361	100,000	115,867	120,000
001-1201-541-21	Payroll Taxes	6,638	16,012	11,035	19,500	11,414	3,200
001-1201-541-22	Retirement Plan Contributions	6,774	16,431	4,715	24,700	4,413	5,700
001-1201-541-23	Employee Insurance Benefits	6,884	8,229	9,635	9,500	3,915	5,000
		109,447	257,509	173,401	192,000	173,267	175,000
<u>Operating</u>							
001-1201-541-44	Rentals & Leases	1,570	8,478	5,420	7,500	4,500	5,000
001-1201-541-52	Operating Supplies	1,548	15,450	-	5,000	-	2,500
		3,118	23,928	5,420	12,500	4,500	7,500
	SUBTOTAL - FILLS	112,565	281,437	178,821	204,500	177,767	182,500
	TOTAL - PUBLIC WORKS	\$ 1,255,137	\$ 1,477,447	\$ 1,608,968	\$ 936,900	\$ 709,033	\$ 817,300

Islamorada, Village of Islands
FY 2023-2024 Budget
GENERAL FUND

Parks & Recreation		FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	9/30/2023	FY 2023-2024
		Actuals (Audited)	Actuals (Audited)	Actuals (Audited)	Amended Budget	Projected	BUDGET
		<i>as of 7/27/2023</i>					
<u>Personnel</u>							
001-1300-572-12	Regular Salaries & Wages	\$ 586,034	\$ 610,745	\$ 696,920	\$ 750,900	\$ 768,574	\$ 1,011,500
001-1300-572-13	Other Salaries & Wages	81,082	144,012	143,685	209,400	137,722	209,400
001-1300-572-14	Overtime	28,030	48,092	41,533	40,000	45,916	40,000
001-1300-572-21	Payroll Taxes	51,384	58,815	67,835	76,600	73,398	96,500
001-1300-572-22	Retirement Plan Contributions	53,650	56,765	61,119	99,000	68,143	151,200
001-1300-572-23	Employee Insurance Benefits	115,512	126,729	145,142	147,800	229,400	252,400
		915,692	1,045,158	1,156,233	1,323,700	1,323,153	1,761,000
<u>Operating</u>							
001-1300-572-31	Professional Services	188,840	271,521	272,378	337,500	347,637	480,800
	<i>Swimming</i>	<i>24,530</i>	<i>48,080</i>	<i>52,447</i>	<i>40,000</i>	<i>59,026</i>	<i>63,000</i>
	<i>Synchronized Swimming</i>	<i>9,490</i>	<i>5,710</i>	<i>6,840</i>	<i>7,500</i>	<i>8,169</i>	<i>12,600</i>
	<i>Tennis</i>	<i>114,880</i>	<i>156,360</i>	<i>154,430</i>	<i>165,000</i>	<i>194,337</i>	<i>202,500</i>
	<i>Fitness</i>	<i>18,830</i>	<i>20,180</i>	<i>22,822</i>	<i>27,000</i>	<i>27,852</i>	<i>25,200</i>
	<i>Diving</i>	<i>10,600</i>	<i>13,860</i>	<i>6,775</i>	<i>10,000</i>	<i>9,702</i>	<i>10,800</i>
	<i>Freediving</i>	<i>-</i>	<i>8,000</i>	<i>5,040</i>	<i>5,000</i>	<i>9,462</i>	<i>12,600</i>
	<i>Water Aerobics</i>	<i>9,540</i>	<i>15,350</i>	<i>16,610</i>	<i>18,000</i>	<i>21,131</i>	<i>21,600</i>
	<i>Pool Rehab Consultant</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>50,000</i>	<i>-</i>	<i>100,000</i>
	<i>Pickleball Conceptual Site Plan</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>25,000</i>
	<i>Other / Misc</i>	<i>970</i>	<i>3,981</i>	<i>7,414</i>	<i>15,000</i>	<i>17,958</i>	<i>7,500</i>
001-1300-572-40	Travel & Per Diem	948	126	2,353	1,500	2,027	3,000

Islamorada, Village of Islands
FY 2023-2024 Budget
GENERAL FUND

Parks & Recreation		FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	9/30/2023	FY 2023-2024
		Actuals (Audited)	Actuals (Audited)	Actuals (Audited)	Amended Budget	Projected	BUDGET
		<i>as of 7/27/2023</i>					
001-1300-572-41	Communications	24,582	23,637	23,051	26,500	36,339	35,800
	AT&T Mobility - Cell Phones	2,630	2,185	2,404		2,172	2,500
	AT&T - Internet-based Services	14,482	14,916	12,634		-	-
	Ring Central - Office Phones	7,470	-	2,786		5,296	5,300
	Momentum Telecom - Internet-based Services		-	2,847		19,165	20,000
	AT&T - Phone		6,536	2,380		7,826	8,000
	Other / Misc	-	-	-		1,880	-
001-1300-572-42	Freight & Postage	63	80	73	500	73	500
001-1300-572-43	Utility Services	283,003	297,622	336,166	300,000	365,292	364,000
	FKA (Water)	155,498	146,700	163,101		191,965	190,000
	FKEC (Electric)	81,720	91,300	116,560		119,517	120,000
	School District - Baseball Fields	15,170	21,952	22,230		18,810	19,000
	Wastewater Allocation	30,615	37,670	34,275		35,000	35,000
001-1300-572-44	Rentals & Leases	1,680	-	39	1,000	682	2,500
001-1300-572-46	Repair & Maintenance	64,465	51,000	85,375	100,000	72,065	111,000
	Shade Structure R&M	-	-	-		-	8,000
	Beach Bathroom Upgrades	-	-	-		-	10,000
	Cleaning Services	-	-	-		-	20,000
	Facility Painting	14,110	-	12,580		-	11,000
	Plumbing & Electrical Repairs	16,585	14,310	9,840		10,100	1,000
	Splash Pad & Pool Repairs	9,580	7,842	14,310		16,265	15,000
	Turf & Landscaping Maintenance	4,480	8,800	7,650		13,700	15,000
	Invasive Species Control	125	7,925	7,500		7,200	7,500
	Vehicle & Equipment Maintenance	760	2,323	12,835		9,800	8,500
	Other / Misc	18,825	9,800	20,660		15,000	15,000

Islamorada, Village of Islands
FY 2023-2024 Budget
GENERAL FUND

Parks & Recreation		FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	9/30/2023	FY 2023-2024
		Actuals (Audited)	Actuals (Audited)	Actuals (Audited)	Amended Budget	Projected	BUDGET
		<i>as of 7/27/2023</i>					
001-1300-572-48	PR / Advertising	685	1,214	2,369	5,000	6,728	7,500
001-1300-572-49	Other Expenses	298	277	134	500	-	-
001-1300-572-51	Office Supplies & Expenses	3,841	6,001	6,850	5,000	6,276	7,500
001-1300-572-52	Operating Supplies	47,378	54,720	200,254	184,000	52,582	200,000
	<i>Commercial Energy Specialists</i>	<i>47,378</i>	<i>46,220</i>	<i>66,332</i>		<i>55,000</i>	<i>60,000</i>
	<i>Fuel Purchases</i>			<i>4,500</i>		<i>2,930</i>	<i>5,000</i>
	<i>Hardware Supplies</i>			<i>11,600</i>		<i>15,000</i>	<i>15,000</i>
	<i>Paper & Chemical Supplies</i>			<i>18,450</i>		<i>20,000</i>	<i>20,000</i>
	<i>Herbicides & Fertilizers</i>			<i>15,872</i>		<i>11,369</i>	<i>15,000</i>
	<i>Mulch, sod, pea rock</i>			<i>12,000</i>		<i>11,130</i>	<i>15,000</i>
	<i>Printing</i>			<i>2,400</i>		<i>3,115</i>	<i>3,500</i>
	<i>Lifeguard Supplies</i>			<i>14,600</i>		<i>2,180</i>	<i>3,500</i>
	<i>Amazon Purchases</i>		<i>8,500</i>	<i>14,500</i>		<i>18,000</i>	<i>20,000</i>
	<i>Other / Misc</i>			<i>40,000</i>		<i>32,000</i>	<i>43,000</i>
001-1300-572-54	Dues & Subscriptions	8,767	2,448	2,798	3,000	3,338	4,000
	<i>Memberships</i>	<i>735</i>	<i>835</i>	<i>514</i>		<i>1,154</i>	<i>1,200</i>
	<i>FDOH Permits for Pool</i>	<i>-</i>	<i>590</i>	<i>590</i>		<i>590</i>	<i>600</i>
	<i>Go Daddy - Office 365</i>	<i>900</i>	<i>900</i>	<i>840</i>		<i>852</i>	<i>1,000</i>
	<i>Musco Lighting Control Link</i>	<i>-</i>	<i>113</i>	<i>812</i>		<i>475</i>	<i>500</i>
	<i>SmartWaiver Application</i>	<i>-</i>	<i>-</i>	<i>-</i>		<i>225</i>	<i>300</i>
	<i>Other / Misc.</i>	<i>7,132</i>	<i>10</i>	<i>42</i>		<i>42</i>	<i>400</i>
001-1300-572-55	Training	1,748	1,269	2,149	3,000	1,886	3,000
001-1300-574-49	Special Events	6,115	4,769	11,627	40,000	24,223	40,000
		632,413	714,684	945,616	1,007,500	919,148	1,259,600
		\$ 1,548,105	\$ 1,759,842	\$ 2,101,849	\$ 2,331,200	\$ 2,242,301	\$ 3,020,600

TAB 3

SPECIAL REVENUE FUNDS

- Impact Fee Fund
- Solid Waste Fund
- Transportation Fund
- Affordable Housing Fund
 - Building Fund

Islamorada, Village of Islands
FY 2023-2024 Budget
IMPACT FEE FUND

FUND BALANCE, Beginning		10/1/2022	10/1/2023
101-282-000	Committed - Transportation	\$ 627,300	\$ 683,500
101-282-001	Committed - Fire Rescue	472,800	500,000
101-282-002	Committed - Parks & Rec	1,271,100	1,286,400
TOTAL		\$ 2,371,200	\$ 2,469,900

		FY 2019-2020 Actuals (Audited)	FY 2020-2021 Actuals (Audited)	FY 2021-2022 Actuals (Audited)	FY 2022-2023 Amended Budget	9/30/2023 Projected	FY 2023-2024 BUDGET
		as of 7/27/2023					
REVENUES							
101-324-110	Impact Fees - Fire Rescue (RES)	\$ 29,724	\$ 47,125	\$ 58,571	\$ 40,000	\$ 30,000	\$ 30,000
101-324-120	Impact Fees - Fire Rescue (COM)	4,380	38,245	60	8,300	8,218	-
101-324-310	Impact Fees - Transporation (RES)	38,893	62,730	76,787	50,000	40,000	40,000
101-324-320	Impact Fees - Transporation (COM)	-	-	956	11,000	10,786	-
101-324-610	Impact Fees - Parks & Rec (RES)	143,834	228,260	287,346	200,000	120,000	150,000
101-324-620	Impact Fees - Parks & Rec (COM)	1,507	9,130	-	39,800	39,807	-
101-361-101	Interest Revenue	25,779	6,192	5,494	15,000	19,224	20,000
TOTAL REVENUES		\$ 244,117	\$ 391,682	\$ 429,214	\$ 364,100	\$ 268,036	\$ 240,000
EXPENDITURES							
101-0900-522-63	Capital Outlay - Fire Rescue	\$ 20,300	\$ -		\$ -	\$ -	\$ -
101-1200-541-63	Capital Outlay - Public Works (Turn Lane)	13,850	-		-	-	-
101-9000-581-91	Transfer Out to Capital Projects Funds	315,493	497,648	157,757	745,000	184,355	899,000
	<i>Fire (Storage Building)</i>		30,315	5,970	220,000	15,000	170,000
	<i>Fire (Hydrants)</i>		-	-	-	14,765	-
	<i>Parks & Rec (Plantation Tropical Preserve)</i>		261,979	8,500	325,000	94,590	110,000
	<i>Parks & Rec (KTCP Boardwalk)</i>		115,522	66,621	125,000	10,000	12,000
	<i>Parks & Rec (GTH Improvements)</i>		89,832	76,666	75,000	50,000	607,000
TOTAL EXPENDITURES		\$ 349,643	\$ 497,648	\$ 157,757	\$ 745,000	\$ 184,355	\$ 899,000
REVENUES OVER / (UNDER) EXPENDITURES		\$ (105,526)	\$ (105,966)	\$ 271,457	\$ (380,900)	\$ 83,681	\$ (659,000)

FUND BALANCE, Ending		9/30/2023	9/30/2024
101-282-000	Committed - Transportation	\$ 683,406	\$ 723,500
101-282-001	Committed - Fire Rescue	499,910	360,000
101-282-002	Committed - Parks & Rec	1,286,330	837,400
TOTAL		\$ 2,469,646	\$ 1,920,900

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

FUND BALANCE, Beginning

102-282-000 Committed

10/1/2022
\$ 24,080 10/1/2023
\$ 46,600

<i>FY 2019-2020 Actuals (Audited)</i>	<i>FY 2020-2021 Actuals (Audited)</i>	<i>FY 2021-2022 Actuals (Audited)</i>	<i>FY 2022-2023 Amended Budget as of 7/27/2023</i>	<i>9/30/2023 Projected</i>	<i>FY 2023-2024 BUDGET</i>
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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	\$ 2,061,000
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)	-	-	-	-	-	101,800
TOTAL REVENUES		\$ 1,908,177	\$ 1,926,722	\$ 1,927,431	\$ 2,069,300	\$ 2,081,500	\$ 2,167,800

EXPENDITURES

Personnel

102-1200-534-12	Full Time Wages	\$ 10,279	\$ 10,398	\$ 11,897	\$ 13,500	\$ 13,079	\$ 14,400
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	2,100
102-1200-534-23	Employee Insurance Benefits	880	1,007	999	1,000	1,109	1,300
102-1200-534-24	Workers Compensation Insurance	167	148	170	500	230	500
		13,071	13,535	15,310	17,800	17,111	19,400

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	\$ 2,214,400

REVENUES OVER / (UNDER) EXPENDITURES \$ 35,150 \$ 14,309 \$ (68,566) \$ 5,800 \$ 22,451 \$ (46,600)

FUND BALANCE, Ending

102-282-000 Committed

9/30/2023
\$ 46,531 9/30/2024
\$ -

Islamorada, Village of Islands
FY 2023-2024 Budget
TRANSPORTATION FUND

FUND BALANCE, Beginning		<u>10/1/2022</u>	<u>10/1/2023</u>
103-281-001	Fund Balance - Restricted	\$ 89,600	\$ 54,700

		<u>FY 2019-2020</u> <u>Actuals (Audited)</u>	<u>FY 2020-2021</u> <u>Actuals (Audited)</u>	<u>FY 2021-2022</u> <u>Actuals (Audited)</u>	<u>FY 2022-2023</u> <u>Amended Budget</u> <i>as of 7/27/2023</i>	<u>9/30/2023</u> <u>Projected</u>	<u>FY 2023-2024</u> <u>BUDGET</u>
REVENUES							
103-312-410	1st Local Option Fuel Tax	\$ 294,500	\$ 294,459	\$ 294,500	\$ 294,500	\$ 271,182	\$ 294,500
103-312-420	2nd Local Option Fuel Tax	119,540	201,275	224,381	234,700	212,742	234,700
103-331-001	FEMA Reimb - Irma	3,167	222,890	-	-	-	-
103-334-001	FDEM Reimb - Irma	-	12,383	-	-	-	-
103-334-420	FDOT Maintenance Contract	-	-	-	65,000	65,644	65,000
103-334-430	FDOT Transit Development Grant	-	-	-	-	-	276,700
103-335-120	State Revenue Sharing	70,290	81,689	96,262	475,600	449,247	475,400
103-338-000	Monroe Cty ILA-Supplemental Fuel Tax	22,236	22,236	22,236	22,200	22,236	22,200
103-361-000	Interest Revenue	-	-	35	-	113	-
103-381-001	Trans from General Fund (Half Cent Sales Tax)	-	-	-	1,015,300	652,858	1,498,000
TOTAL REVENUES		\$ 509,733	\$ 834,932	\$ 637,414	\$ 2,107,300	\$ 1,674,022	\$ 2,866,500
EXPENDITURES							
Operating							
103-1200-541-01	Freebee Ridesharing Services	-	-	-	351,600	342,504	553,400
103-1200-541-02	Road Micro-sealing	-	-	-	250,000	-	250,000
103-1200-541-03	Pavement Conditions Assessment	-	-	-	60,000	12,730	-
103-1200-541-04	Roads Elevation Planning Study	-	-	-	-	-	420,000
103-1200-541-46	Asphalt Repairs & Maintenance (Irma)	157,563	-	-	-	-	-
103-1200-541-99	Public Works Roadways Allocation	-	-	-	921,900	829,410	1,169,800
		<u>157,563</u>	<u>-</u>	<u>-</u>	<u>1,583,500</u>	<u>1,184,644</u>	<u>2,393,200</u>
Transfers Out							
103-1200-581-01	Transfer to Debt Service Fund	539,829	535,087	534,966	523,800	524,274	528,000
TOTAL EXPENDITURES		\$ 697,392	\$ 535,087	\$ 534,966	\$ 2,107,300	\$ 1,708,918	\$ 2,921,200
REVENUES OVER / (UNDER) EXPENDITURES		\$ (187,659)	\$ 299,845	\$ 102,448	\$ -	\$ (34,896)	\$ (54,700)

FUND BALANCE, Ending		<u>9/30/2023</u>	<u>9/30/2024</u>
103-281-001	Fund Balance - Restricted	\$ 54,704	\$ 0

Islamorada, Village of Islands
FY 2023-2024 Budget
AFFORDABLE HOUSING FUND

FUND BALANCE, Beginning

104-282-000 Fund Balance - Committed

10/1/2022
\$ 1,095,100
10/1/2023
\$ 1,141,700

		<i>FY 2019-2020 Actuals (Audited)</i>	<i>FY 2020-2021 Actuals (Audited)</i>	<i>FY 2021-2022 Actuals (Audited)</i>	<i>FY 2022-2023 Amended Budget as of 7/27/2023</i>	<i>9/30/2023 Projected</i>	<i>FY 2023-2024 BUDGET</i>
REVENUES							
104-324-410	Impact Fees - Affordable Housing (RES)	\$ 103,387	\$ 226,780	\$ 196,413	\$ 100,000	\$ 94,700	\$ 100,000
104-324-420	Impact Fees - Affordable Housing (COM)	13,344	490,182	-	5,000	5,000	5,000
104-361-000	Interest Revenue	6,957	1,418	2,340	11,600	11,600	15,000
104-381-000	Transfers In	-	-	800,000	-	-	-
104-383-001	Lease Proceeds	5,050	5,050	5,293	5,000	5,300	5,300
TOTAL REVENUES		\$ 128,738	\$ 723,430	\$ 1,004,046	\$ 121,600	\$ 116,600	\$ 125,300
EXPENDITURES							
Operating							
104-0000-554-31	Professional Services <i>The Corradino Grp (Compliance Monitoring)</i>	\$ 15,750	\$ 30,344	\$ 16,000	\$ 30,000	\$ 20,000	\$ 20,000
104-0000-554-83	Grants & Aids to Private Citizens <i>1st Time Homebuyers DPA Loans</i>	-	30,000	10,000	50,000	50,000	30,000
Transfers Out							
104-0600-581-00	Transfer Out	264,456	804,965	-	5,000	-	-
TOTAL EXPENDITURES		\$ 280,206	\$ 865,309	\$ 26,000	\$ 85,000	\$ 70,000	\$ 50,000
REVENUES OVER / (UNDER) EXPENDITURES		\$ (151,468)	\$ (141,879)	\$ 978,046	\$ 36,600	\$ 46,600	\$ 75,300

FUND BALANCE, Ending

103-281-001 Fund Balance - Restricted

9/30/2023
\$ 1,141,700
9/30/2024
\$ 1,217,000

Islamorada, Village of Islands
FY 2023-2024 Budget
BUILDING FUND

FUND BALANCE, Beginning

		<u>10/1/2022</u>	<u>10/1/2023</u>
107-281-000	Fund Balance - Restricted - Other Building Fund Activity	\$ 559,400	\$ 753,940
107-282-000	Fund Balance - Committed for Bldg Code Enf Training	233,600	256,100
		<u>\$ 793,000</u>	<u>\$ 1,010,040</u>

In General Fund

		FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	9/30/2023	FY 2023-2024
		Actuals (Audited)	Actuals (Audited)	Actuals (Audited)	Amended Budget	Projected	BUDGET
					<i>as of 7/27/2023</i>		
REVENUES							
107-316-000	Contractor Registration Fees	\$ 18,420	\$ 21,275	\$ 22,764	\$ 20,000	\$ 20,000	\$ 25,000
107-322-000	Building Permit Fees	1,574,476	1,892,856	1,881,284	1,600,000	1,728,213	1,800,000
107-361-000	Interest Revenue	-	622	1,641	7,400	7,370	10,000
107-369-000	Miscellaneous Revenue	-	-	72	-	-	-
107-381-001	Transfer from General Fund	-	172,688	-	-	-	-
	<i>(Accumulated Education Surcharge)</i>						
		<u>\$ 1,592,896</u>	<u>\$ 2,087,441</u>	<u>\$ 1,905,761</u>	<u>\$ 1,627,400</u>	<u>\$ 1,755,583</u>	<u>\$ 1,835,000</u>

EXPENDITURES

Personnel

107-1000-524-12	Regular Salaries & Wages	\$ 529,798	\$ 832,100	\$ 671,567	\$ 687,400	\$ 658,236	\$ 753,200
107-1000-524-13	Other Salaries & Wages	6,105	-	-	-	-	-
107-1000-524-14	Overtime	13,058	22,636	25,840	25,000	22,387	25,000
107-1000-524-21	Payroll Taxes	40,512	62,118	52,217	54,500	51,380	59,600
107-1000-524-22	Retirement Plan Contributions	40,856	90,163	77,106	87,000	81,693	108,800
107-1000-524-23	Employee Insurance Benefits	66,756	88,441	84,824	87,200	69,100	76,100
107-1000-524-24	Workers' Compensation Insurance	-	11,794	11,501	15,000	11,532	12,000
		697,085	1,107,252	923,055	956,100	894,328	1,034,700

Islamorada, Village of Islands
FY 2023-2024 Budget
BUILDING FUND

		FY 2019-2020 Actuals (Audited)	FY 2020-2021 Actuals (Audited)	FY 2021-2022 Actuals (Audited)	FY 2022-2023 Amended Budget	9/30/2023 Projected	FY 2023-2024 BUDGET
		<i>as of 7/27/2023</i>					
Operating							
107-1000-524-31	Professional Services	149,180	357,600	576,412	487,500	565,449	833,000
	<i>Harris Computers</i>	<i>7,700</i>	<i>-</i>	<i>-</i>	<i>2,500</i>	<i>-</i>	<i>3,000</i>
	<i>M T Causley</i>	<i>104,480</i>	<i>284,748</i>	<i>537,860</i>	<i>450,000</i>	<i>345,820</i>	<i>400,000</i>
	<i>All Aspects</i>		<i>-</i>	<i>4,275</i>		<i>75,000</i>	<i>180,000</i>
	<i>DBPR (Fees to State)</i>	<i>25,000</i>	<i>31,810</i>	<i>33,777</i>	<i>30,000</i>	<i>24,239</i>	<i>30,000</i>
	<i>Watershed Management Plan (L. Lehr)</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>120,000</i>	<i>120,000</i>
	<i>Building Fee Analysis Consultant</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>100,000</i>
	<i>Private Inspections (COVID Closures)</i>	<i>-</i>	<i>8,765</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>
	<i>Woods Hole (FEMA Flood Maps)</i>	<i>-</i>	<i>32,277</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>
	<i>Misc / Other</i>	<i>12,000</i>	<i>-</i>	<i>500</i>	<i>5,000</i>	<i>390</i>	<i>-</i>
107-1000-524-40	Travel & Per Diem	5,633	2,235	302	5,000	5,000	10,000
107-1000-524-41	Communications	6,924	6,924	6,924	6,500	5,311	6,000
	<i>AT&T Mobility</i>	<i>3,911</i>	<i>2,630</i>	<i>3,119</i>		<i>3,211</i>	<i>3,500</i>
	<i>AT&T - MPLS & VOIP</i>	<i>3,013</i>	<i>4,052</i>	<i>2,334</i>		<i>-</i>	<i>-</i>
	<i>Momentum Telecom - Internet-based Svcs</i>	<i>-</i>	<i>-</i>	<i>752</i>		<i>2,100</i>	<i>2,500</i>
107-1000-524-42	Freight & Postage	205	65	162	1,000	100	2,500
107-1000-524-45	Insurance	-	11,921	12,612	15,000	12,138	15,000
107-1000-524-46	Repair & Maintenance	1,828	3,308	2,364	5,000	3,500	5,000
107-1000-524-48	PR / Advertising	3,730	-	-	500	-	500
107-1000-524-51	Office Supplies & Expenses	5,637	3,686	7,072	8,000	4,500	10,000
107-1000-524-52	Operating Supplies	8,928	5,951	9,224	10,000	4,500	10,000

Islamorada, Village of Islands
FY 2023-2024 Budget
BUILDING FUND

		<i>FY 2019-2020 Actuals (Audited)</i>	<i>FY 2020-2021 Actuals (Audited)</i>	<i>FY 2021-2022 Actuals (Audited)</i>	<i>FY 2022-2023 Amended Budget</i>	<i>9/30/2023 Projected</i>	<i>FY 2023-2024 BUDGET</i>
					<i>as of 7/27/2023</i>		
107-1000-524-54	Dues & Subscriptions	33,860	39,513	36,452	41,200	41,220	44,000
	<i>Harris (CV ASM Fees)</i>	<i>29,370</i>	<i>32,880</i>	<i>33,081</i>	<i>32,000</i>	<i>37,764</i>	<i>40,000</i>
	<i>Go Daddy (E-mail)</i>	<i>1,920</i>	<i>1,691</i>	<i>2,164</i>	<i>2,500</i>	<i>2,418</i>	<i>2,500</i>
	<i>Memberships</i>	<i>1,885</i>	<i>777</i>	<i>970</i>	<i>2,000</i>	<i>905</i>	<i>1,500</i>
	<i>Other - Misc</i>	<i>685</i>	<i>4,165</i>	<i>237</i>	<i>3,500</i>	<i>133</i>	<i>-</i>
107-1000-524-55	Training	3,279	2,763	1,552	4,000	2,500	7,500
		219,204	433,966	653,076	583,700	644,218	943,500
Capital Outlay							
107-1000-524-64	Capital Outlay - Vehicles	-	-	-	-	-	60,000
Transfer Out							
107-9000-581-01	Transfer to General Fund	-	-	84,000	84,000	84,000	84,000
	TOTAL EXPENDITURES	\$ 916,289	\$ 1,541,218	\$ 1,660,131	\$ 1,623,800	\$ 1,538,546	\$ 2,122,200
REVENUES OVER / (UNDER) EXPENDITURES					\$ 3,600	\$ 217,037	\$ (287,200)

FUND BALANCE, Ending

		<i>9/30/2023</i>	<i>9/30/2024</i>
107-281-000	Fund Balance - Restricted - Other Building Fund Activity	\$ 753,937	\$ 454,240
107-282-000	Fund Balance - Committed for Bldg Code Enf Training	256,100	268,600
		<u>\$ 1,010,037</u>	<u>\$ 722,840</u>

TAB 4

GOVERNMENTAL **DEBT SERVICE FUND**

Islamorada, Village of Islands
FY 2023-2024 Budget
DEBT SERVICE FUND

FUND BALANCE, Beginning

10/1/2022 10/1/2023
 \$ - \$ -

		<i>FY 2019-2020 Actuals (Audited)</i>	<i>FY 2020-2021 Actuals (Audited)</i>	<i>FY 2021-2022 Actuals (Audited)</i>	<i>FY 2022-2023 Amended Budget as of 7/27/2023</i>	<i>9/30/2023 Projected</i>	<i>FY 2023-2024 BUDGET</i>
REVENUES							
200-381-002	Transfer from Transportation Fund	\$ 539,829	\$ 535,087	\$ 534,966	\$ 523,800	\$ 524,274	\$ 528,000
200-381-003	Transfer from General Fund - 2012	304,392	304,328	304,264	304,300	304,197	305,000
	Transfer from General Fund - LOC	2,511,882	-	-	-	-	-
TOTAL REVENUES		\$ 3,356,103	\$ 839,415	\$ 839,230	\$ 828,100	\$ 828,471	\$ 833,000
EXPENDITURES							
PLEDGE: Fuel Taxes - Trans from Transportation Fund							
200-0500-517-71	Principal	\$ 385,000	\$ 395,000	\$ 410,000	\$ 415,000	\$ 415,000	\$ 435,000
	<i>2013 Paving Loan</i>	<i>385,000</i>	<i>395,000</i>	<i>410,000</i>	<i>415,000</i>	<i>415,000</i>	<i>435,000</i>
200-0500-517-72	Interest	154,829	140,087	124,966	110,000	109,274	93,000
	<i>2013 Paving Loan</i>	<i>154,829</i>	<i>140,087</i>	<i>124,966</i>	<i>110,000</i>	<i>109,274</i>	<i>93,000</i>
PLEDGE: Half Cent Sales Tax - Trans from General Fund							
200-0500-517-71	Principal	2,759,219	264,947	270,803	277,000	276,503	283,000
	<i>Hurricane Irma Line of Credit</i>	<i>2,500,000</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>
	<i>2012 Refunding of Series 2007</i>	<i>259,219</i>	<i>264,947</i>	<i>270,803</i>	<i>277,000</i>	<i>276,503</i>	<i>283,000</i>
200-0500-517-72	Interest	57,055	39,381	33,461	26,100	27,694	22,000
	<i>Hurricane Irma Line of Credit</i>	<i>11,882</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>
	<i>2012 Refunding of Series 2007</i>	<i>45,173</i>	<i>39,381</i>	<i>33,461</i>	<i>26,100</i>	<i>27,694</i>	<i>22,000</i>
TOTAL EXPENDITURES		\$ 3,356,103	\$ 839,415	\$ 839,230	\$ 828,100	\$ 828,471	\$ 833,000
REVENUES OVER / (UNDER) EXPENDITURES		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

FUND BALANCE, Ending

9/30/2023 9/30/2024
 \$ - \$ -

TAB 5

CAPITAL PROJECT FUND

Islamorada, Village of Islands
FY 2023-2024 Budget
CAPITAL PROJECT FUND

FUND BALANCE, Beginning

		<u>10/1/2022</u>	<u>10/1/2023</u>
300-282-001	Fund Bal - Restricted (<i>Disc Sales Surtax</i>)	\$ 6,661,300	\$ 8,078,500

		FY 2022-2023 Amended Budget as of 7/27/2023	9/30/2023 Projected	FY 2023-2024 BUDGET
<u>REVENUES</u>				
300-312-600	Local Govt Discretionary Sales Surtax	3,447,900	3,270,000	3,500,000
	<i>90% for Capital / Infrastructure Purposes</i>	<i>3,103,110</i>	<i>2,943,000</i>	<i>3,150,000</i>
	<i>10% Limit for General Purposes</i>	<i>344,790</i>	<i>327,000</i>	<i>350,000</i>
300-334-701	FDEP - Rec Trails Pgm Grant (<i>GTH</i>)	200,000	-	200,000
300-334-704	Stewardship Act Grant	-	64,100	1,584,100
	<i>LPA0422 - Canal #116 Backfill Restoration Project</i>		<i>64,100</i>	<i>1,469,100</i>
	<i>LPA#### - Canal #147</i>		-	<i>70,000</i>
	<i>LPA#### - Canal #132</i>		-	<i>45,000</i>
300-334-705	Restore Act Grant (<i>Canal #114</i>)	-	128,000	-
300-334-706	Legislative Funding	-	-	340,000
	<i>Fire Rescue Generator Storage Bldg</i>			<i>150,000</i>
	<i>2023 Rescue</i>			<i>190,000</i>
300-337-701	TDC Bricks & Mortar Grant	615,500	369,500	999,500
	<i>Bathroom @ KTCP</i>	<i>100,000</i>	<i>100,000</i>	-
	<i>Dog Park Improvements - Phase 1</i>	<i>200,000</i>	<i>200,000</i>	-
	<i>Founders Park Beach Restroom Project</i>	<i>19,500</i>	<i>19,500</i>	-
	<i>Tennis Court Resurfacing</i>	<i>50,000</i>	<i>50,000</i>	-
	<i>Splash Pad Renovation</i>	-	-	<i>61,500</i>
	<i>Library Beach Playground</i>	<i>246,000</i>	-	<i>245,000</i>
	<i>Green Turtle Hammock Pavilion</i>	-	-	<i>693,000</i>
300-361-100	Interest	53,000	53,227	50,000
300-369-000	Miscellaneous Revenue	198,400	198,394	-

Islamorada, Village of Islands
FY 2023-2024 Budget
CAPITAL PROJECT FUND

			FY 2022-2023 Amended Budget	9/30/2023 Projected	FY 2023-2024 BUDGET
		<i>as of 7/27/2023</i>			
300-381-000	Transfer from General Fund (001)		180,700	128,257	300,000
	<i>General Fund for General Capital Purchases</i>		<i>130,700</i>	<i>81,861</i>	<i>150,000</i>
	<i>Landscape Mitigation (from General Fund)</i>		<i>50,000</i>	<i>46,396</i>	<i>150,000</i>
300-381-101	Transfer from Impact Fee Fund		745,000	184,355	899,000
	<i>Fire (Storage Building)</i>		<i>220,000</i>	<i>15,000</i>	<i>170,000</i>
	<i>Fire (Hydrants)</i>		<i>-</i>	<i>14,765</i>	<i>-</i>
	<i>Parks & Rec (GTH Improvements)</i>		<i>325,000</i>	<i>50,000</i>	<i>607,000</i>
	<i>Parks & Rec (KTCP Boardwalk)</i>		<i>125,000</i>	<i>10,000</i>	<i>12,000</i>
	<i>Parks & Rec (Plantation Tropical Preserve)</i>		<i>75,000</i>	<i>94,590</i>	<i>110,000</i>
300-388-200	Insurance Claims		5,000	4,511	-
TOTAL REVENUES			<u>5,445,500</u>	<u>4,400,344</u>	<u>7,872,600</u>
EXPENDITURES		<u>Total Cost Estimate</u>			
Village Manager					
300-0300-512-66	Canal Project - #116 (Back-Filling)		850,000	6,359	1,469,100
	<i>FUNDING: Stewardship Act Grant (Approved)</i>	<i>1,700,000</i>			
	<i>Design & Permitting - WSP</i>	<i>64,100</i>			
	<i>Construction Admin & Oversight (CAO) - TBD</i>	<i>69,100</i>			
	<i>Construction Contractor - Selection 7/27/23</i>	<i>1,400,000</i>			
		<i><u>1,533,200</u></i>			
300-0300-512-67	Canal Project - #114 (Injection Well)		280,000	278,210	-
	<i>FUNDING: DISCRETIONARY SALES SURTAX</i>	<i>378,400</i>			
	<i>WSP - Design, Permitting, & CAO</i>	<i>104,000</i>			
	<i>Aqua Waste Repairs - Construction</i>	<i>274,400</i>			
		<i><u>378,400</u></i>			

**Islamorada, Village of Islands
FY 2023-2024 Budget
CAPITAL PROJECT FUND**

		FY 2022-2023 Amended Budget	9/30/2023 Projected	FY 2023-2024 BUDGET
		<i>as of 7/27/2023</i>		
300-0300-512-68	Canal Project - #147 (Back-Filling)	70,000	20,000	50,000
	<i>FUNDING: Stewardship Act Grant (Proposed)</i>	2,470,000		
	<i>Design & Permitting - WSP</i>	70,000		
	<i>Construction Admin & Oversight (CAO) - TBD</i>	100,000		
	<i>Construction Contractor - TBD</i>	2,300,000		
		<u>2,470,000</u>		
300-0300-512-69	Canal Project #132 (Injection Well)	-	-	45,000
	<i>FUNDING: Stewardship Act Grant (Proposed)</i>	370,000		
	<i>Design & Permitting - WSP</i>	45,000		
	<i>Construction Admin & Oversight (CAO) - TBD</i>	25,000		
	<i>Construction Contractor - TBD</i>	300,000		
		<u>370,000</u>		
Planning				
300-0600-515-64	Land Acquisition (Donated Lots)	188,000	187,894	-
IT & Communications				
300-0700-519-64	Capital Outlay - IT & Communications	50,000	8,670	50,000
	<i>FUNDING: General Fund Transfer</i>			
Local Law Enforcement (MCSO)				
300-0800-521-31	Prof Svcs - Local Law Enf (Vehicle Amort)	145,000	96,113	145,000
	<i>FUNDING: Discretionary Sales Surtax</i>			

Islamorada, Village of Islands
FY 2023-2024 Budget
CAPITAL PROJECT FUND

		FY 2022-2023 Amended Budget	9/30/2023 Projected	FY 2023-2024 BUDGET
as of 7/27/2023				
<u>Fire Rescue</u>				
300-0900-522-61	Saferoom (FS #20) & Floodproofing (FS #19, 20 & 21)	500,000	97,500	500,000
	FUNDING: FEMA HMGP	710,000		
	FUNDING: Discretionary Sales Surtax	1,088,200		
		1,798,200		
	Saferoom Design & Permitting - CSA	90,200		
	Peer Review of CSA Design - McFarland Johnson	25,000		
	Floodproofing Design & Engineermg -McFarland	183,000		
	Construction Contractor - TBD	1,500,000		
		1,798,200		
300-0900-522-62	Storage Building for Portable Generators	220,000	15,000	300,000
	FUNDING: Legislative Appropriation	150,000		
	FUNDING: Fire Impact Fees	170,000		
		320,000		
	Design & Permitting - HoboArc	20,000		
	Construction Contractor - TBD	300,000		
		320,000		
300-0900-522-63	Critical Power (FS #19, 20 & 21)	440,000	5,000	693,000
	FUNDING: FEMA HMGP	375,000		
	FUNDING: Discretionary Sales Surtax	381,000		
		756,000		
	Design & Permitting - CPH	63,000		
	Construction Contractor - Zabatt Engine Svcs.	693,000		
		756,000		

Islamorada, Village of Islands
FY 2023-2024 Budget
CAPITAL PROJECT FUND

		FY 2022-2023 Amended Budget	9/30/2023 Projected	FY 2023-2024 BUDGET
		<i>as of 7/27/2023</i>		
300-0900-522-64	Capital Outlay - Fire Rescue	1,516,000	1,072,646	609,500
	<i>FUNDING: Discretionary Sales Surtax & Leg App</i>			
	2022 75' Sutphen Ladder Truck	1,010,000	1,017,055	-
	2021 Ford Transit Van (FY 21-22)	56,000	55,591	-
	2023 Rescue	450,000	-	450,000
	New Fire Hoses for Vehicles	-	-	23,000
	Conex for fire equipment storage	-	-	17,500
	SCBA bottles (25) & protective wraps (50)	-	-	47,000
	FS #19 Bunkroom Renovation			40,000
	<i>FUNDING: Discretionary Sales Surtax (General 10%)</i>			
	Gym Equipment (FS #19 & 21)	-	-	26,000
	New Ice Machine (FS #20)	-	-	6,000
300-0900-522-68	New Fire Hydrants	15,000	14,765	-
Public Works				
300-1200-541-62	Key Tree Cactus Preserve Improvements	325,000	110,000	12,000
	<i>FUNDING: Park Impact Fees</i>			
300-1200-541-64	Capital Outlay - Public Works	1,115,000	317,411	321,500
	<i>FUNDING: General Fund Transfer</i>			
	2022 Freightliner Dump Truck	135,000	125,865	-
	Scag 61 Toro Mowers (2)	28,000	25,758	28,000
	7' x 16' Box Trailer	16,500	18,273	-
	BC1000 XL Chipper (replace 2003)	60,000	56,865	-
	Bus Shelter Study	173,000	20,650	-
	LIDAR Data Project (Monroe Cty)	90,000	70,000	20,000
	2023 Chevy 2500 CC Pickup (4)	94,000	-	188,000
	Mule	18,500	-	18,500
	Pole Barn	-	-	25,000
	Hot Mix Asphalt Trailer	-	-	42,000
	Feasibility Study - Chambers & PW Facility	500,000	-	-

Islamorada, Village of Islands
FY 2023-2024 Budget
CAPITAL PROJECT FUND

		FY 2022-2023 Amended Budget	9/30/2023 Projected	FY 2023-2024 BUDGET
		<i>as of 7/27/2023</i>		
300-1200-541-65	Morada Way Lighting Project <i>FUNDING: Discretionary Sales Surtax</i>	127,500	127,321	-
300-1200-541-66	Landscaping Projects <i>FUNDING: Landscape Mitigation Fees (General Fund)</i>	50,000	46,396	150,000
300-1200-541-67	Green Turtle Hammock Improvements <i>FUNDING: FRADAP Grant, TDC Grant, Park Impact Fees</i>	325,000	50,000	1,500,000
300-1300-572-68	146 Sunshine (PTP Entrance) <i>FUNDING: Park Impact Fees</i>	76,000	94,590	110,000
300-130-572-69	Library Beach Playground Project	246,000	-	481,300
300-130-572-70	Library Beach Bathroom Renovation <i>FUNDING: TDC Grant & Discretionary Sales Surtax</i>	-	-	50,000
Parks & Recreation				
300-1300-572-63	Dog Park Improvements <i>FUNDING: TDC Grant & Discretionary Sales Surtax</i>	225,000	232,500	-
300-1300-572-64	Capital Outlay - Parks & Recreation <i>FUNDING: 10% Surtax or General Fund Transfer</i>	93,000	102,280	121,500
	<i>Great Lawn Irrigation System</i>	-	5,748	-
	<i>Garden Verti-Cutter 16"</i>	13,000	14,476	-
	<i>Pool Heat Pumps</i>	30,000	21,549	15,000
	<i>SCAG Mower</i>	15,000	12,508	-
	<i>John Deer Gator / Club Car</i>	15,500	13,000	15,500
	<i>Founders Park Beach Restroom Project</i>	19,500	19,500	-
	<i>2023 Club Car Carryall Series 700</i>	-	15,500	-
	<i>ThorGuard Lightening Detection System</i>	-	-	27,000
	<i>Pool Building Office Furniture & Workstations</i>	-	-	15,000
	<i>Diving Boards (3)</i>	-	-	24,000
	<i>Resident Entrance</i>	-	-	25,000

Islamorada, Village of Islands
FY 2023-2024 Budget
CAPITAL PROJECT FUND

		FY 2022-2023 Amended Budget	9/30/2023 Projected	FY 2023-2024 BUDGET
		<i>as of 7/27/2023</i>		
300-1200-541-65	ADA Inclusive Beach Playground <i>FUNDING: Discretionary Sales Surtax</i>	-	-	550,000
300-1200-541-66	Tennis Complex Improvements <i>FUNDING: TDC Grant & Discretionary Sales Surtax</i>	84,500	84,500	-
300-1200-541-67	Solar Lighting Replacement Project <i>FUNDING: Discretionary Sales Surtax</i>	350,000	16,000	350,000
300-1200-541-68	Splash Pad Renovation <i>FUNDING: TDC Grant & Discretionary Sales Surtax</i>	-	-	75,000
300-1200-541-69	Great Lawn Event Electric & Lighting <i>FUNDING: Discretionary Sales Surtax</i>	-	-	10,000
<u>Transfers Out</u>				
300-9000-581-93	Transfer to Wastewater Ent (402) Fund <i>FUNDING: Discretionary Sales Surtax</i>	1,000,000	-	1,000,000
TOTAL EXPENDITURES		<u>8,291,000</u>	<u>2,983,155</u>	<u>8,592,900</u>
REVENUES OVER/(UNDER) EXPENDITURES		(2,845,500)	1,417,189	(720,300)
<u>FUND BALANCE, Ending</u>			<u>9/30/2023</u>	<u>9/30/2024</u>
300-282-001	Fund Bal - Restricted - Disc Sales Surtax		8,078,489	7,358,200

TAB 6

ENTERPRISE FUNDS

- PYH Marina Enterprise Fund
 - Wastewater Utility Fund
 - Stormwater Utility Fund

Islamorada, Village of Islands
FY 2023-2024 Budget
PYH MARINA FUND

Net Position

401-274-000 Net Position - Investment in Capital Assets
 401-276-000 Net Position - Unrestricted

10/1/2022	10/1/2023
3,242,330	3,042,330
1,251,970	1,222,329
4,494,300	4,264,659

CASH & CASH EQUIVALENTS, Beginning

Pooled Cash - Operating Account

\$ 1,451,192 \$ 1,221,600

	<i>FY 2019-2020 Actuals (Audited)</i>	<i>FY 2020-2021 Actuals (Audited)</i>	<i>FY 2021-2022 Actuals (Audited)</i>	<i>FY 2022-2023 Amended Budget as of 7/27/2023</i>	<i>9/30/2023 Projected</i>	<i>FY 2023-2024 BUDGET</i>
REVENUES						
401-334-701 Resilient Florida Grant (\$1.9 M)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000
401-337-702 Monroe County Boating Imp Grant	10,000	10,000	10,000	10,000	10,000	14,000
401-347-501 Dock Usage Fee	843,894	937,173	934,291	1,000,000	960,947	1,000,000
401-347-502 Diesel Fuel Sales	85,074	109,770	177,842	175,000	118,467	140,000
401-347-503 Dock Utilities Charges	89,197	82,624	81,998	75,000	81,903	80,000
401-347-504 Ramp Usage Fee	34,508	70,261	61,258	50,000	49,805	50,000
401-347-505 Unleaded Fuel Sales	291,103	411,780	435,206	400,000	407,160	400,000
401-347-506 Miscellaneous Revenue	11,984	10,643	10,397	12,000	9,013	10,000
401-361-100 Interest	7,074	3,420	3,660	10,700	12,000	12,000
TOTAL REVENUES	\$ 1,372,834	\$ 1,635,671	\$ 1,714,652	\$ 1,732,700	\$ 1,649,295	\$ 2,706,000
EXPENSES						
Personnel						
401-1400-575-12 Full Time Wages	\$ 192,405	\$ 189,500	\$ 233,409	\$ 241,500	\$ 242,392	\$ 253,100
401-1400-575-14 Overtime	5,516	6,858	9,038	10,000	10,000	10,000
401-1400-575-21 Payroll Taxes	14,778	13,422	18,072	19,300	19,135	20,200
401-1400-575-22 Retirement Plan Contributions	47,187	12,340	35,725	29,000	26,584	34,500
401-1400-575-23 Employee Insurance Benefits	33,989	34,230	38,281	43,000	29,500	32,500
401-1400-575-24 Workers' Compensation	3,055	2,675	3,032	3,500	4,051	4,200
	296,930	259,025	337,557	346,300	331,661	354,500

Islamorada, Village of Islands
FY 2023-2024 Budget
PYH MARINA FUND

		<i>FY 2019-2020 Actuals (Audited)</i>	<i>FY 2020-2021 Actuals (Audited)</i>	<i>FY 2021-2022 Actuals (Audited)</i>	<i>FY 2022-2023 Amended Budget</i>	<i>9/30/2023 Projected</i>	<i>FY 2023-2024 BUDGET</i>
		<i>as of 7/27/2023</i>					
Operating							
401-1400-575-31	Professional Services	-	-	14,918	5,000	500	5,000
401-1400-575-41	Communications	5,163	6,247	7,287	11,000	14,744	16,000
	<i>AT&T Mobility</i>	<i>708</i>	<i>546</i>	<i>1,170</i>		<i>1,352</i>	<i>1,500</i>
	<i>Comcast - Phones</i>	<i>3,058</i>	<i>2,974</i>	<i>3,932</i>		-	-
	<i>Comcast - Marina WiFi</i>	<i>1,397</i>	<i>1,551</i>	<i>1,164</i>		<i>3,228</i>	<i>3,500</i>
	<i>Ring Central - Office Phones</i>	<i>-</i>	<i>-</i>	<i>-</i>		<i>912</i>	<i>1,200</i>
	<i>Momentum Telecom - Internet-based Svcs</i>	<i>-</i>	<i>-</i>	<i>771</i>		<i>9,252</i>	<i>9,300</i>
	<i>Other / Misc</i>	<i>-</i>	<i>1,176</i>	<i>250</i>		<i>-</i>	<i>500</i>
401-1400-575-42	Freight & Postage	-	-	-	500	235	500
401-1400-575-43	Utilities	113,906	124,208	146,633	135,000	138,758	141,000
	<i>FCAA</i>	<i>14,765</i>	<i>15,200</i>	<i>16,600</i>		<i>16,596</i>	<i>17,500</i>
	<i>FKEC</i>	<i>95,931</i>	<i>106,208</i>	<i>126,698</i>		<i>118,662</i>	<i>120,000</i>
	<i>Wastewater Base Facility Charge</i>	<i>3,210</i>	<i>2,800</i>	<i>3,335</i>		<i>3,500</i>	<i>3,500</i>
401-1400-575-44	Rentals & Leases	5,941	11,073	8,994	1,000	1,000	1,000
401-1400-575-45	Insurance	28,888	66,188	79,027	85,000	109,902	95,000
	<i>Fuel storage tank liability & MOLL</i>	<i>992</i>	<i>13,164</i>	<i>17,895</i>		<i>19,202</i>	<i>20,000</i>
	<i>General Liability & Property (PRM)</i>	<i>27,896</i>	<i>53,024</i>	<i>61,132</i>		<i>70,700</i>	<i>75,000</i>
	<i>FMIT (Deductible - Facsina Case)</i>	<i>-</i>	<i>-</i>	<i>-</i>		<i>20,000</i>	<i>-</i>
401-1400-575-46	Repair & Maintenance	35,680	82,991	102,484	94,500	48,169	63,200
	<i>KCS Technical Solutions (Wifi Maint)</i>	<i>1,950</i>	<i>3,000</i>	<i>2,750</i>		<i>3,000</i>	<i>3,200</i>
	<i>Mangrove & Tree Trimming</i>	<i>8,203</i>	<i>8,045</i>	<i>15,920</i>		<i>9,800</i>	<i>10,000</i>
	<i>Fuel Tank Inspections (Leigh Svc & Rpr)</i>	<i>6,803</i>	<i>7,364</i>	<i>6,967</i>		<i>10,237</i>	<i>12,000</i>
	<i>Buoy Program</i>	<i>6,706</i>	<i>16,727</i>	<i>16,254</i>		<i>6,982</i>	<i>15,000</i>
	<i>Iguana Removal</i>	<i>-</i>	<i>3,300</i>	<i>3,300</i>		<i>3,600</i>	<i>4,000</i>
	<i>Mud Slip Dredging</i>	<i>-</i>	<i>22,050</i>	<i>30,124</i>		<i>-</i>	<i>-</i>

Islamorada, Village of Islands
FY 2023-2024 Budget
PYH MARINA FUND

		<i>FY 2019-2020 Actuals (Audited)</i>	<i>FY 2020-2021 Actuals (Audited)</i>	<i>FY 2021-2022 Actuals (Audited)</i>	<i>FY 2022-2023 Amended Budget</i>	<i>9/30/2023 Projected</i>	<i>FY 2023-2024 BUDGET</i>
					<i>as of 7/27/2023</i>		
	<i>Pedestal Repairs (Eaton)</i>	-	1,905	-		2,178	2,500
	<i>Plumbing</i>	-	4,814	9,373		743	2,500
	<i>Electrical</i>	-	1,605	2,987		3,911	2,500
	<i>A/C Repair</i>		-	-		2,718	1,500
	<i>Flag Pole Repair</i>	-	5,857	-		-	-
	<i>Fuel Tank Painting</i>	-	-	5,260		-	-
	<i>Other / Misc</i>	12,018	8,324	9,549		5,000	10,000
401-1400-575-48	PR / Advertising	24,334	25,330	24,305	25,000	22,500	25,000
401-1400-575-49	Other Operating Expenses	37,800	55,316	59,090	50,000	50,000	50,000
401-1400-575-51	Office Supplies	330	399	3,572	10,000	2,000	3,500
401-1400-575-52	Operating Supplies	288,640	451,842	558,393	400,000	392,800	400,000
401-1400-575-54	Dues & Subscription	3,630	3,472	2,627	4,000	2,247	3,200
	<i>Scibble ASM Fees</i>	2,970	2,802	1,922		1,722	2,500
	<i>Go Daddy</i>	660	660	660		480	600
	<i>Other / Misc</i>	-	10	45		45	100
		544,312	827,066	1,007,330	821,000	782,855	803,400
Capital Outlay							
401-1400-575-63	Breakwater Restoration	-	-	86,688	100,000	25,000	1,000,000
401-1400-575-64	New Modular Office	1,395	13,000	229,453	25,000	25,809	-
401-1400-575-65	Dock Decking Replacement	-	-	-	975,000	700,000	-
401-1400-575-66	Founders Park Boat Ramp II	-	-	-	-	-	64,000
		1,395	13,000	316,141	1,100,000	750,809	1,064,000

Islamorada, Village of Islands
FY 2023-2024 Budget
PYH MARINA FUND

	<i>FY 2019-2020 Actuals (Audited)</i>	<i>FY 2020-2021 Actuals (Audited)</i>	<i>FY 2021-2022 Actuals (Audited)</i>	<i>FY 2022-2023 Amended Budget</i>	<i>9/30/2023 Projected</i>	<i>FY 2023-2024 BUDGET</i>
				<i>as of 7/27/2023</i>		
Debt Service						
401-1400-517-71 Principal Expense	11,591	11,846	12,109	12,500	11,850	12,000
401-1400-517-72 Interest Expense	1,935	1,675	1,320	1,300	1,760	2,000
	13,526	13,521	13,429	13,800	13,610	14,000
TOTAL EXPENSES	\$ 856,163	\$ 1,112,612	\$ 1,674,457	\$ 2,281,100	\$ 1,878,935	\$ 2,235,900
REVENUES OVER / (UNDER) EXPENSES	\$ 516,671	\$ 523,059	\$ 40,195	\$ (548,400)	\$ (229,641)	\$ 470,100
<u>CASH & CASH EQUIVALENTS, Ending</u>					<u>9/30/2023</u>	<u>9/30/2024</u>
<i>Pooled Cash - Operating Account</i>					\$ 1,221,551	\$ 1,691,700

Islamorada, Village of Islands
FY 2023-2024 Budget
WASTEWATER UTILITY FUND

Net Position

402-274-000 Net Position - Investment in Capital Assets
 402-276-000 Net Position - Unrestricted

10/1/2022	10/1/2023
71,344,452.15	66,344,452.15
31,526,112.98	35,309,857.18
102,870,565.13	101,654,309.33

CASH & CASH EQUIVALENTS, Beginning

Pooled Cash - Operating Account

\$ 6,774,950	\$ 5,558,700
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REVENUES

		<i>FY 2019-2020 Actuals (Audited)</i>	<i>FY 2020-2021 Actuals (Audited)</i>	<i>FY 2021-2022 Actuals (Audited)</i>	<i>FY 2022-2023 Amended Budget</i>	<i>9/30/2023 Projected</i>	<i>FY 2023-2024 BUDGET</i>
					<i>as of 7/27/2023</i>		
402-325-101	NPK Assmt/Sys Dev Charge/Payoff Rev	\$ 1,887,520	\$ 1,663,132	\$ 1,359,930	\$ 363,000	\$ 181,476	\$ 200,000
402-325-104	RSA Assmt/Sys Dev Charge/Payoff Rev				2,620,000	1,289,630	1,300,000
402-325-106	Wastewater System Dev Charges	514,547	684,129	324,120	108,000	232,658	100,000
402-331-100	FEMA Reimb - Irma	100,000	-	-	-	-	-
402-331-200	HMGP Grant	-	-	-	-	-	495,000
402-331-350	US ACOE FKWQIP Grant Proceeds	2,490,000	1,691,667	2,000,000	1,464,500	1,700,000	2,000,000
402-334-351	Stewardship Act Grant Proceeds	-	-	143,044	357,000	-	-
402-334-352	Legislative Appropriation	-	-	-	-	-	150,000
402-343-501	Wastewater Service Charge	6,716,955	7,144,011	7,283,645	6,900,000	6,900,000	6,900,000
402-343-502	Cost Recovery - Infrastructure Adds	-	18,708	-	15,000	15,000	-
402-361-100	Interest Revenue	111,871	33,768	23,795	25,000	58,640	60,000
402-369-000	Miscellaneous Revenue	14,456	4,965	-	3,800	3,750	-
402-381-001	Transfer from Capital Projects Fund	91,533	91,529	91,524	1,000,000	-	1,000,000
TOTAL REVENUES		\$ 11,926,882	\$ 11,331,909	\$ 11,226,058	\$ 12,856,300	\$ 10,381,154	\$ 12,205,000

Islamorada, Village of Islands
FY 2023-2024 Budget
WASTEWATER UTILITY FUND

FY 2019-2020 Actuals (Audited)	FY 2020-2021 Actuals (Audited)	FY 2021-2022 Actuals (Audited)	FY 2022-2023 Amended Budget	9/30/2023 Projected	FY 2023-2024 BUDGET
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as of 7/27/2023

EXPENSES

Personnel

402-1500-535-12	Regular Salaries & Wages	\$ 332,504	\$ 352,421	\$ 400,873	\$ 466,800	\$ 431,895	\$ 538,800
402-1500-535-14	Overtime	29,089	43,731	45,563	35,000	29,814	35,000
402-1500-535-21	Payroll Taxes	25,908	29,858	32,733	38,400	34,041	43,900
402-1500-535-22	Retirement Plan Contributions	106,270	27,520	75,758	61,100	51,243	80,000
402-1500-535-23	Employee Insurance Benefits	44,848	62,476	66,431	80,700	100,000	110,000
402-1500-535-24	Workers' Compensation	5,854	5,706	6,323	10,000	7,831	10,000
		<u>544,473</u>	<u>521,712</u>	<u>627,681</u>	<u>692,000</u>	<u>654,823</u>	<u>817,700</u>

Operating

402-1500-535-31	Professional Services	1,458,370	1,644,814	1,706,644	1,837,000	1,830,777	1,847,000
	<i>KLWTD - Treatment Costs</i>	<i>1,187,200</i>	<i>1,309,062</i>	<i>1,342,261</i>	<i>1,400,000</i>	<i>1,351,219</i>	<i>1,400,000</i>
	<i>Wade Trim - Engineering</i>	<i>158,300</i>	<i>137,996</i>	<i>159,206</i>	<i>150,000</i>	<i>166,708</i>	<i>150,000</i>
	<i>FKAA - Billing Services</i>	<i>77,050</i>	<i>86,660</i>	<i>72,271</i>	<i>160,000</i>	<i>161,161</i>	<i>165,000</i>
	<i>Water Quality Monitoring (FIU / RES)</i>	<i>-</i>	<i>84,501</i>	<i>58,500</i>	<i>75,000</i>	<i>39,513</i>	<i>75,000</i>
	<i>GSG - Assessment Consultant</i>	<i>24,760</i>	<i>24,750</i>	<i>24,750</i>	<i>27,000</i>	<i>24,750</i>	<i>27,000</i>
	<i>Raftelis - Rate Consultant</i>	<i>4,560</i>	<i>1,845</i>	<i>43,105</i>	<i>-</i>	<i>1,755</i>	<i>5,000</i>
	<i>Marcum Audit Costs</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>80,000</i>	<i>-</i>
	<i>Misc / Other</i>	<i>6,500</i>	<i>-</i>	<i>6,551</i>	<i>25,000</i>	<i>5,671</i>	<i>25,000</i>
402-1500-535-40	Travel & Per Diem	606	1,977	4,168	5,000	1,000	5,000
402-1500-535-41	Communications	13,046	14,519	7,866	10,000	7,380	11,000
	<i>AT&T Mobility</i>	<i>4,280</i>	<i>3,010</i>	<i>3,550</i>		<i>3,720</i>	<i>4,000</i>
	<i>AT&T Internet & Phones</i>	<i>5,600</i>	<i>2,880</i>	<i>2,880</i>		<i>2,880</i>	<i>3,500</i>
	<i>Answering Service (Endicott)</i>	<i>1,740</i>	<i>1,965</i>	<i>-</i>		<i>-</i>	<i>-</i>
	<i>Locates (Sunshine State)</i>	<i>1,020</i>	<i>840</i>	<i>716</i>		<i>780</i>	<i>1,000</i>
	<i>SCADA Comms (F J Nugent)</i>	<i>392</i>	<i>5,040</i>	<i>720</i>		<i>-</i>	<i>-</i>
	<i>Misc / Other</i>	<i>14</i>	<i>784</i>			<i>-</i>	<i>2,500</i>
402-1500-535-42	Freight & Postage	-	58	315	500	80	-

Islamorada, Village of Islands
FY 2023-2024 Budget
WASTEWATER UTILITY FUND

		FY 2019-2020 Actuals (Audited)	FY 2020-2021 Actuals (Audited)	FY 2021-2022 Actuals (Audited)	FY 2022-2023 Amended Budget	9/30/2023 Projected	FY 2023-2024 BUDGET
					as of 7/27/2023		
402-1500-535-43	Utilities	161,000	172,841	195,977	195,000	162,003	180,000
	<i>FCAA - Water</i>	41,900	33,782	35,626		9,233	20,000
	<i>FKEC - Electric</i>	119,100	139,059	160,351		152,769	160,000
402-1500-535-44	Rentals & Leases	11,120	21,788	54,790	92,000	65,000	65,000
402-1500-535-45	Insurance	212,995	232,786	244,698	230,000	246,831	265,000
	<i>Flood Insurance</i>	60,145	60,908	64,743		70,000	70,000
	<i>Property & General Liability (PRM)</i>	100,200	116,831	120,700		116,831	130,000
	<i>Pollution Liability</i>	15,200	19,177	16,600		20,000	20,000
	<i>KLWTD Reimbursement</i>	37,450	35,870	42,655		40,000	45,000
402-1500-535-46	Repair & Maintenance	126,335	446,438	360,792	897,300	435,759	510,000
	<i>F J Nugent</i>	22,470	7,445	-		25,640	30,000
	<i>KB Vacuum (Emergency Repairs)</i>	22,500	51,463	29,504		63,500	65,000
	<i>Page Excavating</i>	24,350	91,734	77,250		82,460	75,000
	<i>Persant Construction (Asphalt Repairs)</i>	26,632	-	-		-	-
	<i>Roadway Construction (Asphalt Repairs)</i>	-	-	24,819		-	-
	<i>Florida Paving (Asphalt Repairs)</i>	-	-	-		43,000	-
	<i>Card Industries (CFM Break)</i>	-	28,563	4,375		-	-
	<i>J A LaRocco (CFM Break)</i>	-	34,890	-		-	-
	<i>GTech Construction Group (CFM Break)</i>	-	7,650	-		-	-
	<i>CDI of Monroe (Emergency Repairs)</i>	-	6,563	1,703		-	-
	<i>Donerite Pumps (Emergency Repairs)</i>	-	51,986	54,772		49,600	50,000
	<i>Island Air Control</i>	-	6,993	18,783		-	-
	<i>Mitchell Septic Tank (CFM Break)</i>	-	22,575	-		-	-
	<i>Nationwide Plumbing (CFM Break)</i>	-	58,800	105,975		28,350	-
	<i>Mike Haack Excavating (CFM Break)</i>	-	12,813	-		-	-
	<i>Aqseptance Group (Parts)</i>	-	26,825	6,416		-	-
	<i>Ferguson (Parts)</i>	-	19,485	-		-	25,000
	<i>AirVac (Parts)</i>	-	-	-		52,395	25,000
	<i>Electrical</i>	-	-	15,430		-	-
	<i>Vehicle R&M</i>	13,675	7,590	10,251		11,682	15,000

Islamorada, Village of Islands
FY 2023-2024 Budget
WASTEWATER UTILITY FUND

		FY 2019-2020 Actuals (Audited)	FY 2020-2021 Actuals (Audited)	FY 2021-2022 Actuals (Audited)	FY 2022-2023 Amended Budget	9/30/2023 Projected	FY 2023-2024 BUDGET
					as of 7/27/2023		
	<i>Tank Cleaning (Estate Svcs)</i>	-	-	-		21,800	-
	<i>Generator Maintenance (A1 Powerworks)</i>	-	-	-		15,115	15,000
	<i>Overflow Tank Epoxy Coating</i>	-	-	-		-	110,000
	<i>Other / Misc</i>	16,708	11,063	11,514		42,217	100,000
402-1500-535-48	PR / Advertising	870	823	775	2,000	1,000	2,000
402-1500-535-51	Office Supplies & Expenses	1,783	505	1,845	4,600	1,500	4,000
402-1500-535-52	Operating Supplies	138,755	177,753	352,903	225,000	218,353	270,000
	<i>Aqseptance Group</i>	15,518	47,462	33,362		-	25,000
	<i>F J Nugent</i>	20,144	25,842	112,457		43,790	50,000
	<i>Ferguson Waterworks</i>	22,945	35,886	70,249		21,511	25,000
	<i>KB Vacuum</i>	19,708	22,740	23,447		10,200	15,000
	<i>Wright Express (Fuel)</i>	13,065	19,784	27,752		18,040	25,000
	<i>Sunshine Gasoline</i>	-	-	12,404		17,802	15,000
	<i>PSI Technologies</i>	13,030	-	-		9,848	5,000
	<i>Keys Supply</i>	4,329	7,606	4,180		3,950	5,000
	<i>Dixie Aluminum / Forest Tek</i>	6,457	15,721	23,269		15,784	25,000
	<i>Napa Auto Parts</i>	3,550	2,712	1,143		700	2,500
	<i>AirVac</i>	-	-	5,830		1,020	5,000
	<i>Dana Safety Supply</i>	-	-	5,339		5,339	5,000
	<i>Home Depot</i>	-	-	5,680		1,587	5,000
	<i>Fortiline Waterworks</i>	-	-	9,232		-	5,000
	<i>Grainger</i>	-	-	-		9,188	5,000
	<i>Spartan Tools</i>	-	-	-		22,195	-
	<i>Other / Misc</i>	20,009	-	18,559		37,399	52,500
402-1500-535-54	Dues & Subscriptions	2,835	3,348	3,844	4,000	3,800	3,000
402-1500-535-55	Training	-	-	15,584	8,000	-	10,000
		2,127,715	2,717,592	2,949,886	3,510,400	2,973,482	3,172,000

Islamorada, Village of Islands
FY 2023-2024 Budget
WASTEWATER UTILITY FUND

		FY 2019-2020 Actuals (Audited)	FY 2020-2021 Actuals (Audited)	FY 2021-2022 Actuals (Audited)	FY 2022-2023 Amended Budget	9/30/2023 Projected	FY 2023-2024 BUDGET
					<i>as of 7/27/2023</i>		
Capital Outlay							
402-1500-535-62	SCADA (<i>Star Controls</i>)	-	-	-	500,000	250,000	250,000
402-1500-535-63	Infrastructure	527,580	918,706	1,907,815	2,251,500	2,115,405	350,000
	<i>Lateral & Infra Adds/Vacuum Pits</i>						<i>200,000</i>
	<i>Champion Controls</i>	<i>132,765</i>	<i>-</i>	<i>-</i>		<i>-</i>	<i>-</i>
	<i>Aqseptence Group</i>	<i>105,093</i>	<i>-</i>	<i>6,640</i>		<i>-</i>	<i>-</i>
	<i>Page Excavating</i>	<i>95,110</i>	<i>21,060</i>	<i>51,885</i>		<i>262,091</i>	<i>-</i>
	<i>J A LaRocco</i>	<i>21,500</i>	<i>-</i>	<i>-</i>		<i>-</i>	<i>-</i>
	<i>F J Nugent</i>	<i>-</i>	<i>-</i>	<i>-</i>		<i>22,399</i>	<i>-</i>
	<i>AirVac</i>	<i>-</i>	<i>-</i>	<i>-</i>		<i>67,969</i>	<i>-</i>
	<i>PSI Technologies</i>	<i>-</i>	<i>-</i>	<i>-</i>		<i>18,359</i>	<i>-</i>
	<i>Satellite Industries</i>	<i>-</i>	<i>-</i>	<i>-</i>		<i>21,237</i>	<i>-</i>
	<i>Vacuum Pit Replacements</i>					<i>-</i>	<i>-</i>
	<i>Aqseptence Group</i>	<i>-</i>	<i>236,546</i>	<i>-</i>		<i>-</i>	<i>-</i>
	<i>Page Excavating</i>	<i>172,000</i>	<i>520,700</i>	<i>-</i>		<i>-</i>	<i>-</i>
	<i>Backflow Preventer Replacements (Page)</i>					<i>-</i>	<i>-</i>
	<i>F J Nugent</i>	<i>-</i>	<i>-</i>	<i>146,373</i>		<i>-</i>	<i>-</i>
	<i>Page Excavating</i>	<i>-</i>	<i>140,400</i>	<i>318,600</i>		<i>13,500</i>	<i>-</i>
	<i>Ring Replacements (Page)</i>	<i>-</i>	<i>-</i>	<i>1,333,850</i>		<i>1,709,850</i>	<i>-</i>
	<i>Other / Misc</i>	<i>1,112</i>	<i>-</i>	<i>50,467</i>		<i>-</i>	<i>150,000</i>

Islamorada, Village of Islands
FY 2023-2024 Budget
WASTEWATER UTILITY FUND

		FY 2019-2020 Actuals (Audited)	FY 2020-2021 Actuals (Audited)	FY 2021-2022 Actuals (Audited)	FY 2022-2023 Amended Budget	9/30/2023 Projected	FY 2023-2024 BUDGET
					<i>as of 7/27/2023</i>		
402-1500-535-64	Machinery & Equipment	8,375	100,716	47,488	97,300	54,004	82,000
	<i>3500 HD w/utility Body & Crane</i>	<i>8,375</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>
	<i>2021 Chevy 1500 CC Pickup</i>	<i>-</i>	<i>89,231</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>
	<i>2022 GMC Sierra 1500</i>	<i>-</i>	<i>-</i>	<i>35,720</i>	<i>-</i>	<i>-</i>	<i>-</i>
	<i>Fuel Trailer</i>	<i>-</i>	<i>11,485</i>	<i>11,768</i>	<i>-</i>	<i>-</i>	<i>-</i>
	<i>Cartegraph Work Order/Asset Tracking</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>23,000</i>	<i>23,000</i>	<i>-</i>
	<i>Security Camers & Badge Entrance</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>42,000</i>	<i>-</i>	<i>82,000</i>
	<i>Overhead Crane Lifting System</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>9,800</i>	<i>9,767</i>	<i>-</i>
	<i>Emergency Soft Starters (4)</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>22,500</i>	<i>21,237</i>	<i>-</i>
402-1500-535-65	NPK Pump Station Projects	153,030	14,953	232,737	200,000	100,000	2,000,000
402-1500-535-66	Capital Outlay - Generator Storage Bldg.	-	-	-	250,000	10,000	300,000
402-1500-535-67	Portable Gens & Floodproofing (HMGP)	-	-	61,100	585,000	100,000	1,000,000
		688,985	1,034,375	2,249,140	3,883,800	2,629,409	3,982,000
Debt Service							
402-1500-517-71	Debt Service Principal	5,901,436	5,379,031	10,359,436	4,576,700	3,905,500	4,002,500
402-1500-517-72	Debt Service Interest	1,974,916	1,839,335	1,627,935	1,783,400	1,434,195	1,335,500
		7,876,352	7,218,366	11,987,371	6,360,100	5,339,695	5,338,000
TOTAL EXPENSES		\$ 11,237,525	\$ 11,492,045	\$ 17,814,078	\$ 14,446,300	\$ 11,597,410	\$ 13,309,700
REVENUES OVER / (UNDER) EXPENSES		\$ 689,357	\$ (160,136)	\$ (6,588,020)	\$ (1,590,000)	\$ (1,216,256)	\$ (1,104,700)

CASH & CASH EQUIVALENTS, Ending

Pooled Cash - Operating Account

	<u>9/30/2023</u>	<u>9/30/2024</u>
\$	5,558,694	\$ 4,454,000

Islamorada, Village of Islands
FY 2023-2024 Budget
STORMWATER UTILITY FUND

Net Position

403-274-000	Net Position - Investment in Capital Assets
403-276-000	Net Position - Unrestricted

10/1/2022	10/1/2023
1,894,193.61	1,879,193.61
233,358.65	408,044.32
2,127,552.26	2,287,237.93

CASH & CASH EQUIVALENTS, Beginning

Pooled Cash - Operating Account

\$ 239,864	\$ 399,600
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<i>FY 2019-2020 Actuals (Audited)</i>	<i>FY 2020-2021 Actuals (Audited)</i>	<i>FY 2021-2022 Actuals (Audited)</i>	<i>FY 2022-2023 Amended Budget</i>	<i>9/30/2023 Projected</i>	FY 2023-2024 BUDGET
			<i>as of 7/27/2023</i>		

REVENUES

<i>Estimated total of ESUs</i>	6,500
<i>Assessment per ESU</i>	\$ 32.00
<i>Gross Revenue</i>	\$ 208,000
<i>Less 4% Early Payment Discount</i>	(8,320)
<i>Net Revenue</i>	\$ 199,680

403-325-200	Stormwater Assessment	\$ 190,662	\$ 204,967	\$ 204,255	\$ 199,700	\$ 195,000	\$ 199,700
403-334-350	SFWMD Grant Proceeds	150,000	-	-	-	-	-
403-334-351	Stewardship Act Grant Proceeds	800,000	-	-	-	-	-
403-361-000	Interest Revenue	-	100	390	2,700	2,700	3,000
TOTAL REVENUES		\$ 1,140,662	\$ 205,067	\$ 204,645	\$ 202,400	\$ 197,700	\$ 202,700

EXPENSES

Personnel

403-1600-538-12	Full Time Wages	\$ 10,280	\$ (2,523)	\$ 12,443	\$ 13,500	\$ 13,079	\$ 14,400
403-1600-538-21	Payroll Taxes	1,033	550	1,021	1,100	1,078	1,100
403-1600-538-22	Retirement Plan Contributions	2,640	405	1,920	1,700	1,577	2,100
403-1600-538-23	Employee Insurance Benefits	890	1,463	1,107	1,000	1,000	1,100
403-1600-538-24	Workers Compensation	170	148	170	300	280	500
		15,013	43	16,661	17,600	16,734	19,200

Islamorada, Village of Islands
FY 2023-2024 Budget
STORMWATER UTILITY FUND

		<i>FY 2019-2020 Actuals (Audited)</i>	<i>FY 2020-2021 Actuals (Audited)</i>	<i>FY 2021-2022 Actuals (Audited)</i>	<i>FY 2022-2023 Amended Budget</i>	<i>9/30/2023 Projected</i>	<i>FY 2023-2024 BUDGET</i>
					<i>as of 7/27/2023</i>		
Operating							
403-1600-538-31	Professional Services	6,630	14,600	14,500	200,000	14,500	267,000
	<i>Assessment Consultant (GSG)</i>	<i>6,630</i>	<i>6,600</i>	<i>6,500</i>		<i>6,500</i>	<i>7,000</i>
	<i>Stormwater Management Plan Update</i>	<i>-</i>	<i>-</i>	<i>-</i>		<i>-</i>	<i>250,000</i>
	<i>Monroe County Tax Collector Fees</i>	<i>-</i>	<i>8,000</i>	<i>8,000</i>		<i>8,000</i>	<i>10,000</i>
403-1600-538-42	Freight & Postage	-	1,528	70	-	-	-
403-1600-538-43	Utilities	507	561	566	1,000	700	1,000
403-1600-538-45	Insurance	140	142	176	500	280	500
403-1600-538-46	Repairs & Maintenance	17,020	54,427	-	25,000	5,000	25,000
403-1600-538-48	PR / Advertising	277	259	238	1,000	800	1,000
403-1600-538-52	Operating Supplies	-	-	-	5,000	-	5,000
		24,574	71,517	15,550	232,500	21,280	299,500
Capital Outlay							
403-1600-538-64	Venetian Shores Stormwater Project	1,110,740	-	-	-	-	-
TOTAL EXPENSES		\$ 1,150,327	\$ 71,560	\$ 32,211	\$ 250,100	\$ 38,014	\$ 318,700
REVENUES OVER / (UNDER) EXPENSES		\$ (9,665)	\$ 133,507	\$ 172,434	\$ (47,700)	\$ 159,686	\$ (116,000)

CASH & CASH EQUIVALENTS, Ending

	<u>9/30/2023</u>	<u>9/30/2024</u>
<i>Pooled Cash - Operating Account</i>	\$ 399,550	\$ 283,600

TAB 7

OTHER STAFF COLA SCENARIOS

ISLAMORADA, VILLAGE OF ISLANDS

FY 2023-2024 Budget

Millage Rate & Staff Increase Summaries

.0001 mills = \$555.20

.0010 mills = \$5,551.96

.1000 mills = \$555,196.30

1.0000 mills = \$5,551,963.05

.0100 mills = \$55,519.63

GENERAL FUND**CBA-REQUIRED STEP INCREASES FOR FIRE RESCUE CBA MEMBERS w/3% COLA FOR ALL STAFF**

Millage Rates		Increase from Rolled-Back (Mills)	Increase from Rolled-back Rate (%)	Beginning Fund Balance Total (Projected)	Addition to / (Use of) Fund Balance	Ending Fund Balance Total (Projected)
Rolled-back	2.6634	-	-	\$ 14,808,700	\$ (1,177,300)	\$ 13,631,400
Suggested	2.7500	0.0866	3.25%	\$ 14,808,700	\$ (696,500)	\$ 14,112,200
Break-Even	2.8755	0.2121	7.96%	\$ 14,808,700	\$ -	\$ 14,808,700
Preliminary	3.0000	0.3366	12.64%	\$ 14,808,700	\$ 691,300	\$ 15,500,000

CBA-REQUIRED STEP INCREASES FOR FIRE RESCUE CBA MEMBERS w/5% COLA FOR ALL STAFF

Millage Rates		Increase from Rolled-Back (Mills)	Increase from Rolled-back Rate (%)	Beginning Fund Balance Total (Projected)	Addition to / (Use of) Fund Balance	Ending Fund Balance Total (Projected)
Rolled-back	2.6634	-	-	\$ 14,808,700	\$ (1,333,200)	\$ 13,475,500
Suggested	2.7500	0.0866	3.25%	\$ 14,808,700	\$ (852,400)	\$ 13,956,300
Break-Even	2.9036	0.2402	9.02%	\$ 14,808,700	\$ -	\$ 14,808,700
Preliminary	3.0000	0.3366	12.64%	\$ 14,808,700	\$ 535,400	\$ 15,344,100

CBA-REQUIRED STEP INCREASES FOR FIRE RESCUE CBA MEMBERS w/7% COLA FOR ALL STAFF

Millage Rates		Increase from Rolled-Back (Mills)	Increase from Rolled-back Rate (%)	Beginning Fund Balance Total (Projected)	Addition to / (Use of) Fund Balance	Ending Fund Balance Total (Projected)
Rolled-back	2.6634	-	-	\$ 14,808,700	\$ (1,489,100)	\$ 13,319,600
Suggested	2.7500	0.0866	3.25%	\$ 14,808,700	\$ (1,008,300)	\$ 13,800,400
Break-Even	2.9316	0.2682	10.07%	\$ 14,808,700	\$ -	\$ 14,808,700
Preliminary	3.0000	0.3366	12.64%	\$ 14,808,700	\$ 379,500	\$ 15,188,200

CBA-REQUIRED STEP INCREASES FOR FIRE RESCUE CBA MEMBERS w/TIERED COLA FOR ALL STAFF

Millage Rates		Increase from Rolled-Back (Mills)	Increase from Rolled-back Rate (%)	Beginning Fund Balance Total (Projected)	Addition to / (Use of) Fund Balance	Ending Fund Balance Total (Projected)
Rolled-back	2.6634	-	-	\$ 14,808,700	\$ (1,408,300)	\$ 13,400,400
Suggested	2.7500	0.0866	3.25%	\$ 14,808,700	\$ (927,500)	\$ 13,881,200
Break-Even	2.9171	0.2537	9.53%	\$ 14,808,700	\$ -	\$ 14,808,700
Preliminary	3.0000	0.3366	12.64%	\$ 14,808,700	\$ 460,300	\$ 15,269,000

3% COLA

**Islamorada, Village of Islands
FY 2023-2024 Budget**

GENERAL FUND

SUMMARY (Rolled-back Millage = 2.6634)

<u>FUND BALANCE, Beginning</u>	<u>10/1/2023</u>
<u>Restricted</u>	
Nonspendable (Prepays & Deposits)	\$ 262,600
Restricted - MCSO Training	68,800
<u>Unrestricted</u>	
Committed for Landscape Mitigation	830,300
Assigned - Hurricane Response	7,277,900
Unassigned	6,369,100
TOTAL	<u>\$ 14,808,700</u>

REVENUES

Taxes	<i>Taxable Value =</i>	5,782,676,529	\$ 15,235,500
	<i>Millage Rate =</i>	2.6634	
	Gross Ad Valorem Taxes	15,401,600	
	Less Early Payment Discount	(616,100)	
		<u>14,785,500</u>	
	Communications Services Tax	450,000	
Licenses & Permits			1,290,000
Intergovernmental			2,629,800
Fines and Forfeits			205,000
Charges for Services			1,292,000
Interest & Miscellaneous Revenue			216,400
Transfer In			84,000
	TOTAL REVENUES		<u>\$ 20,952,700</u>

EXPENDITURES

General Government

Village Council			\$ 629,600
	Personnel	64,600	
	Operating	565,000	
Village Attorney			630,000
	Personnel	-	
	Operating	630,000	
Village Manager			1,120,200
	Personnel	753,600	
	Operating	366,600	
Village Clerk			266,500
	Personnel	222,000	
	Operating	44,500	
Finance & Administration			1,524,500
	Personnel	638,600	
	Operating	885,900	
Planning & Development Services			1,048,000
	Personnel	915,000	
	Operating	133,000	
IT & Communications			752,000
	Personnel	470,400	
	Operating	281,600	

**Islamorada, Village of Islands
FY 2023-2024 Budget**

GENERAL FUND

SUMMARY (Rolled-back Millage = 2.6634)

Code Compliance			270,600
	Personnel	188,300	
	Operating	82,300	
	Total General Government		6,241,400
Public Safety			
Local Law Enforcement (MCSO)			2,987,500
	Personnel	102,500	
	Operating	2,885,000	
Fire Rescue			6,915,200
	Personnel	5,845,200	
	Operating	1,070,000	
	Total Public Safety		9,902,700
Transportation			
Public Works			804,200
	Personnel	1,264,200	
	Operating	(460,000)	
	Total Transportation		804,200
Culture & Recreation			
Parks & Recreation			2,976,900
	Personnel	1,717,300	
	Operating	1,259,600	
	Total Culture & Recreation		2,976,900
Non-Departmental Transfers Out			
To Capital Projects Fund - <i>General Purchases</i>			150,000
To Capital Projects Fund - <i>Landscape Mitigation</i>			150,000
To Transportation Fund			1,498,000
To Solid Waste Fund - <i>Franchise Fees</i>			101,800
To Debt Service Fund - <i>for 2012 Refunding</i>			305,000
	Total Transfers Out		2,204,800
	TOTAL EXPENDITURES		\$ 22,130,000
	REVENUES OVER / (UNDER) EXPENDITURES		\$ (1,177,300)

FUND BALANCE, Ending

9/30/2024

Restricted

Nonspendable (<i>Prepays & Deposits</i>)	\$	262,600
Restricted - MCSO Training		63,800

Unrestricted

Committed for Landscape Mitigation		780,300
Assigned - Hurricane Response	% of Total FY 22-23 Expenditures	40.00% 8,852,000
Unassigned		16.60% 3,672,700
TOTAL		\$ 13,631,400

**Islamorada, Village of Islands
FY 2023-2024 Budget**

GENERAL FUND

SUMMARY (Millage = 2.750)

<u>FUND BALANCE, Beginning</u>	<u>10/1/2023</u>
<u>Restricted</u>	
Nonspendable (Prepays & Deposits)	\$ 262,600
Restricted - MCSO Training	68,800
<u>Unrestricted</u>	
Committed for Landscape Mitigation	830,300
Assigned - Hurricane Response	7,277,900
Unassigned	6,369,100
TOTAL	<u>\$ 14,808,700</u>

REVENUES

Taxes	Taxable Value =	\$ 5,782,676,529	\$ 15,716,300
	Millage Rate =	2.7500	
	Gross Ad Valorem Taxes	15,902,400	
	Less Early Payment Discount	(636,100)	
		<u>15,266,300</u>	
	Communications Services Tax	450,000	
Licenses & Permits			1,290,000
Intergovernmental			2,629,800
Fines and Forfeits			205,000
Charges for Services			1,292,000
Interest & Miscellaneous Revenue			216,400
Transfer In			84,000
	TOTAL REVENUES		<u>\$ 21,433,500</u>

EXPENDITURES

General Government

Village Council		629,600
	Personnel	64,600
	Operating	565,000
Village Attorney		630,000
	Personnel	-
	Operating	630,000
Village Manager		1,120,200
	Personnel	753,600
	Operating	366,600
Village Clerk		266,500
	Personnel	222,000
	Operating	44,500
Finance & Administration		1,524,500
	Personnel	638,600
	Operating	885,900
Planning & Development Services		1,048,000
	Personnel	915,000
	Operating	133,000
IT & Communications		752,000
	Personnel	470,400
	Operating	281,600

**Islamorada, Village of Islands
FY 2023-2024 Budget**

GENERAL FUND

SUMMARY (Millage = 2.750)				
Code Compliance				270,600
	Personnel	188,300		
	Operating	82,300		
		Total General Government		6,241,400
Public Safety				
Local Law Enforcement (MCSO)				2,987,500
	Personnel	102,500		
	Operating	2,885,000		
Fire Rescue				6,915,200
	Personnel	5,845,200		
	Operating	1,070,000		
		Total Public Safety		9,902,700
Transportation				
Public Works				804,200
	Personnel	1,264,200		
	Operating	(460,000)		
		Total Transportation		804,200
Culture & Recreation				
Parks & Recreation				2,976,900
	Personnel	1,717,300		
	Operating	1,259,600		
		Total Culture & Recreation		2,976,900
Non-Departmental Transfers Out				
To Capital Projects Fund - General Purchases				150,000
To Capital Projects Fund - <i>Landscape Mitigation</i>				150,000
To Transportation Fund				1,498,000
To Solid Waste Fund - <i>Franchise Fees</i>				101,800
To Debt Service Fund (<i>for 2012 Refunding</i>)				305,000
		Total Transfers Out		2,204,800
		TOTAL EXPENDITURES		\$ 22,130,000
		REVENUES OVER / (UNDER) EXPENDITURES		\$ (696,500)
FUND BALANCE, Ending				
				<u>9/30/2024</u>
Restricted				
Nonspendable (<i>Prepays & Deposits</i>)				\$ 262,600
Restricted - MCSO Training				63,800
Unrestricted				
Committed for Landscape Mitigation				780,300
Assigned - Hurricane Response	% of Total FY 22-23	40.00%		8,852,000
Unassigned	Expenditures	18.77%		4,153,500
		TOTAL		\$ 14,112,200

**Islamorada, Village of Islands
FY 2023-2024 Budget**

GENERAL FUND

SUMMARY (Break-Even Millage = 2.8755)

<u>FUND BALANCE, Beginning</u>	<u>10/1/2023</u>
<i>Restricted</i>	
Nonspendable (<i>Prepays & Deposits</i>)	\$ 262,600
Restricted - MCSO Training	68,800
<i>Unrestricted</i>	
Committed for Landscape Mitigation	830,300
Assigned - Hurricane Response	7,277,900
Unassigned	6,369,100
TOTAL	<u>\$ 14,808,700</u>

REVENUES

Taxes	<i>Taxable Value =</i>	\$ 5,782,676,529	\$ 16,412,800
	<i>Millage Rate =</i>	2.8755	
	<i>Gross Ad Valorem Taxes</i>	16,627,886	
	<i>Less Early Payment Discount</i>	(665,115)	
		<u>15,962,771</u>	
	Communications Services Tax	450,000	
Licenses & Permits			1,290,000
Intergovernmental			2,629,800
Fines and Forfeits			205,000
Charges for Services			1,292,000
Interest & Miscellaneous Revenue			216,400
Transfer In			84,000
	TOTAL REVENUES		<u>\$ 22,130,000</u>

EXPENDITURES

General Government

Village Council		629,600
	Personnel	64,600
	Operating	565,000
Village Attorney		630,000
	Personnel	-
	Operating	630,000
Village Manager		1,120,200
	Personnel	753,600
	Operating	366,600
Village Clerk		266,500
	Personnel	222,000
	Operating	44,500
Finance & Administration		1,524,500
	Personnel	638,600
	Operating	885,900
Planning & Development Services		1,048,000
	Personnel	915,000
	Operating	133,000
IT & Communications		752,000
	Personnel	470,400
	Operating	281,600

**Islamorada, Village of Islands
FY 2023-2024 Budget**

GENERAL FUND

SUMMARY (Break-Even Millage = 2.8755)

Code Compliance			270,600
	Personnel	188,300	
	Operating	82,300	
	Total General Government		6,241,400
Public Safety			
Local Law Enforcement (MCSO)			2,987,500
	Personnel	102,500	
	Operating	2,885,000	
Fire Rescue			6,915,200
	Personnel	5,845,200	
	Operating	1,070,000	
	Total Public Safety		9,902,700
Transportation			
Public Works			804,200
	Personnel	1,264,200	
	Operating	(460,000)	
	Total Transportation		804,200
Culture & Recreation			
Parks & Recreation			2,976,900
	Personnel	1,717,300	
	Operating	1,259,600	
	Total Culture & Recreation		2,976,900
Non-Departmental Transfers Out			
To Capital Projects Fund - General Purchases			150,000
To Capital Projects Fund - <i>Landscape Mitigation</i>			150,000
To Transportation Fund			1,498,000
To Solid Waste Fund - <i>Franchise Fees</i>			101,800
To Debt Service Fund (<i>for 2012 Refunding</i>)			305,000
	Total Transfers Out		2,204,800
	TOTAL EXPENDITURES		\$ 22,130,000
REVENUES OVER / (UNDER) EXPENDITURES			\$ -

FUND BALANCE, Ending

9/30/2024

Restricted

Nonspendable (<i>Prepays & Deposits</i>)	\$	262,600
Restricted - MCSO Training		63,800

Unrestricted

Committed for Landscape Mitigation			780,300
Assigned - Hurricane Response	% of Total FY 22-23	40.00%	8,852,000
Unassigned	Expenditures	21.92%	4,850,000
TOTAL			\$ 14,808,700

**Islamorada, Village of Islands
FY 2023-2024 Budget**

GENERAL FUND

SUMMARY (Preliminary Millage = 3.0000)

<u>FUND BALANCE, Beginning</u>	<u>10/1/2023</u>
<u>Restricted</u>	
Nonspendable (Prepays & Deposits)	\$ 262,600
Restricted - MCSO Training	68,800
<u>Unrestricted</u>	
Committed for Landscape Mitigation	830,300
Assigned - Hurricane Response	7,277,900
Unassigned	6,369,100
TOTAL	<u>\$ 14,808,700</u>

REVENUES

Taxes	Taxable Value =	\$ 5,782,676,529	\$ 17,104,100
	Millage Rate =	3.0000	
	Gross Ad Valorem Taxes	17,348,100	
	Less Early Payment Discount	(694,000)	
		<u>16,654,100</u>	
	Communications Services Tax	450,000	
Licenses & Permits			1,290,000
Intergovernmental			2,629,800
Fines and Forfeits			205,000
Charges for Services			1,292,000
Interest & Miscellaneous Revenue			216,400
Transfer In			84,000
	TOTAL REVENUES		<u>\$ 22,821,300</u>

EXPENDITURES

General Government

Village Council		629,600
	Personnel	64,600
	Operating	565,000
Village Attorney		630,000
	Personnel	-
	Operating	630,000
Village Manager		1,120,200
	Personnel	753,600
	Operating	366,600
Village Clerk		266,500
	Personnel	222,000
	Operating	44,500
Finance & Administration		1,524,500
	Personnel	638,600
	Operating	885,900
Planning & Development Services		1,048,000
	Personnel	915,000
	Operating	133,000
IT & Communications		752,000
	Personnel	470,400
	Operating	281,600

**Islamorada, Village of Islands
FY 2023-2024 Budget**

GENERAL FUND

SUMMARY (Preliminary Millage = 3.0000)

Code Compliance			270,600
	Personnel	188,300	
	Operating	82,300	
	Total General Government		6,241,400
Public Safety			
Local Law Enforcement (MCSO)			2,987,500
	Personnel	102,500	
	Operating	2,885,000	
Fire Rescue			6,915,200
	Personnel	5,845,200	
	Operating	1,070,000	
	Total Public Safety		9,902,700
Transportation			
Public Works			804,200
	Personnel	1,264,200	
	Operating	(460,000)	
	Total Transportation		804,200
Culture & Recreation			
Parks & Recreation			2,976,900
	Personnel	1,717,300	
	Operating	1,259,600	
	Total Culture & Recreation		2,976,900
Non-Departmental Transfers Out			
To Capital Projects Fund - General Purchases			150,000
To Capital Projects Fund - <i>Landscape Mitigation</i>			150,000
To Transportation Fund			1,498,000
To Solid Waste Fund - <i>Franchise Fees</i>			101,800
To Debt Service Fund (<i>for 2012 Refunding</i>)			305,000
	Total Transfers Out		2,204,800
	TOTAL EXPENDITURES		\$ 22,130,000
REVENUES OVER / (UNDER) EXPENDITURES			\$ 691,300

FUND BALANCE, Ending

9/30/2024

Restricted

Nonspendable (<i>Prepays & Deposits</i>)	\$	262,600
Restricted - MCSO Training		63,800

Unrestricted

Committed for Landscape Mitigation			780,300
Assigned - Hurricane Response	% of Total FY 22-23	40.00%	8,852,000
Unassigned	Expenditures	25.04%	5,541,300
TOTAL			\$ 15,500,000

5% COLA

**Islamorada, Village of Islands
FY 2023-2024 Budget**

GENERAL FUND

SUMMARY (Rolled-back Millage = 2.6634)

<u>FUND BALANCE, Beginning</u>	<u>10/1/2023</u>
<u>Restricted</u>	
Nonspendable (Prepays & Deposits)	\$ 262,600
Restricted - MCSO Training	68,800
<u>Unrestricted</u>	
Committed for Landscape Mitigation	830,300
Assigned - Hurricane Response	7,277,900
Unassigned	6,369,100
TOTAL	<u>\$ 14,808,700</u>

REVENUES

Taxes	<i>Taxable Value =</i>	5,782,676,529	\$ 15,235,500
	<i>Millage Rate =</i>	2.6634	
	Gross Ad Valorem Taxes	15,401,600	
	Less Early Payment Discount	(616,100)	
		<u>14,785,500</u>	
	Communications Services Tax	450,000	
Licenses & Permits			1,290,000
Intergovernmental			2,629,800
Fines and Forfeits			205,000
Charges for Services			1,292,000
Interest & Miscellaneous Revenue			216,400
Transfer In			84,000
	TOTAL REVENUES		<u>\$ 20,952,700</u>

EXPENDITURES

General Government

Village Council			\$ 629,600
	Personnel	64,600	
	Operating	565,000	
Village Attorney			630,000
	Personnel	-	
	Operating	630,000	
Village Manager			1,126,300
	Personnel	759,700	
	Operating	366,600	
Village Clerk			270,200
	Personnel	225,700	
	Operating	44,500	
Finance & Administration			1,535,200
	Personnel	649,300	
	Operating	885,900	
Planning & Development Services			1,058,700
	Personnel	925,700	
	Operating	133,000	
IT & Communications			759,600
	Personnel	478,000	
	Operating	281,600	

**Islamorada, Village of Islands
FY 2023-2024 Budget**

GENERAL FUND

SUMMARY (Rolled-back Millage = 2.6634)

Code Compliance			273,500
	Personnel	191,200	
	Operating	82,300	
	Total General Government		6,283,100
Public Safety			
Local Law Enforcement (MCSO)			2,988,800
	Personnel	103,800	
	Operating	2,885,000	
Fire Rescue			6,999,700
	Personnel	5,929,700	
	Operating	1,070,000	
	Total Public Safety		9,988,500
Transportation			
Public Works			810,700
	Personnel	1,281,200	
	Operating	(470,500)	
	Total Transportation		810,700
Culture & Recreation			
Parks & Recreation			2,998,800
	Personnel	1,739,200	
	Operating	1,259,600	
	Total Culture & Recreation		2,998,800
Non-Departmental Transfers Out			
To Capital Projects Fund - <i>General Purchases</i>			150,000
To Capital Projects Fund - <i>Landscape Mitigation</i>			150,000
To Transportation Fund			1,498,000
To Solid Waste Fund - <i>Franchise Fees</i>			101,800
To Debt Service Fund - <i>for 2012 Refunding</i>			305,000
	Total Transfers Out		2,204,800
	TOTAL EXPENDITURES		\$ 22,285,900
	REVENUES OVER / (UNDER) EXPENDITURES		\$ (1,333,200)

FUND BALANCE, Ending

9/30/2024

Restricted

Nonspendable (<i>Prepays & Deposits</i>)	\$	262,600
Restricted - MCSO Training		63,800

Unrestricted

Committed for Landscape Mitigation			780,300
Assigned - Hurricane Response	% of Total FY 22-23	40.00%	8,914,360
Unassigned	Expenditures	15.50%	3,454,440
TOTAL			\$ 13,475,500

**Islamorada, Village of Islands
FY 2023-2024 Budget**

GENERAL FUND

SUMMARY (Millage = 2.750)

<u>FUND BALANCE, Beginning</u>	<u>10/1/2023</u>
<u>Restricted</u>	
Nonspendable (Prepays & Deposits)	\$ 262,600
Restricted - MCSO Training	68,800
<u>Unrestricted</u>	
Committed for Landscape Mitigation	830,300
Assigned - Hurricane Response	7,277,900
Unassigned	6,369,100
TOTAL	<u>\$ 14,808,700</u>

REVENUES

Taxes	Taxable Value =	\$ 5,782,676,529	\$ 15,716,300
	Millage Rate =	2.7500	
	Gross Ad Valorem Taxes	15,902,400	
	Less Early Payment Discount	(636,100)	
		<u>15,266,300</u>	
	Communications Services Tax	450,000	
Licenses & Permits			1,290,000
Intergovernmental			2,629,800
Fines and Forfeits			205,000
Charges for Services			1,292,000
Interest & Miscellaneous Revenue			216,400
Transfer In			84,000
	TOTAL REVENUES		<u>\$ 21,433,500</u>

EXPENDITURES

General Government

Village Council		629,600
	Personnel	64,600
	Operating	565,000
Village Attorney		630,000
	Personnel	-
	Operating	630,000
Village Manager		1,126,300
	Personnel	759,700
	Operating	366,600
Village Clerk		270,200
	Personnel	225,700
	Operating	44,500
Finance & Administration		1,535,200
	Personnel	649,300
	Operating	885,900
Planning & Development Services		1,058,700
	Personnel	925,700
	Operating	133,000
IT & Communications		759,600
	Personnel	478,000
	Operating	281,600

**Islamorada, Village of Islands
FY 2023-2024 Budget**

GENERAL FUND

SUMMARY (Millage = 2.750)

Code Compliance			273,500
	Personnel	191,200	
	Operating	82,300	
	Total General Government		6,283,100
Public Safety			
Local Law Enforcement (MCSO)			2,988,800
	Personnel	103,800	
	Operating	2,885,000	
Fire Rescue			6,999,700
	Personnel	5,929,700	
	Operating	1,070,000	
	Total Public Safety		9,988,500
Transportation			
Public Works			810,700
	Personnel	1,281,200	
	Operating	(470,500)	
	Total Transportation		810,700
Culture & Recreation			
Parks & Recreation			2,998,800
	Personnel	1,739,200	
	Operating	1,259,600	
	Total Culture & Recreation		2,998,800
Non-Departmental Transfers Out			
To Capital Projects Fund - General Purchases			150,000
To Capital Projects Fund - <i>Landscape Mitigation</i>			150,000
To Transportation Fund			1,498,000
To Solid Waste Fund - <i>Franchise Fees</i>			101,800
To Debt Service Fund (<i>for 2012 Refunding</i>)			305,000
	Total Transfers Out		2,204,800
	TOTAL EXPENDITURES		\$ 22,285,900
REVENUES OVER / (UNDER) EXPENDITURES			\$ (852,400)

FUND BALANCE, Ending

9/30/2024

Restricted

Nonspendable (<i>Prepays & Deposits</i>)	\$	262,600
Restricted - MCSO Training		63,800

Unrestricted

Committed for Landscape Mitigation			780,300
Assigned - Hurricane Response	% of Total FY 22-23	40.00%	8,914,360
Unassigned	Expenditures	17.66%	3,935,240
TOTAL			\$ 13,956,300

**Islamorada, Village of Islands
FY 2023-2024 Budget**

GENERAL FUND

SUMMARY (Break-Even Millage = 2.9036)

<u>FUND BALANCE, Beginning</u>	<u>10/1/2023</u>
<i>Restricted</i>	
Nonspendable (<i>Prepays & Deposits</i>)	\$ 262,600
Restricted - MCSO Training	68,800
<i>Unrestricted</i>	
Committed for Landscape Mitigation	830,300
Assigned - Hurricane Response	7,277,900
Unassigned	6,369,100
TOTAL	<u>\$ 14,808,700</u>

REVENUES

Taxes	<i>Taxable Value =</i>	\$ 5,782,676,529	\$ 16,568,700
	<i>Millage Rate =</i>	2.9036	
	<i>Gross Ad Valorem Taxes</i>	16,790,280	
	<i>Less Early Payment Discount</i>	(671,611)	
		<u>16,118,668</u>	
	Communications Services Tax	450,000	
Licenses & Permits			1,290,000
Intergovernmental			2,629,800
Fines and Forfeits			205,000
Charges for Services			1,292,000
Interest & Miscellaneous Revenue			216,400
Transfer In			84,000
	TOTAL REVENUES		<u>\$ 22,285,900</u>

EXPENDITURES

General Government

Village Council		629,600
	Personnel	64,600
	Operating	565,000
Village Attorney		630,000
	Personnel	-
	Operating	630,000
Village Manager		1,126,300
	Personnel	759,700
	Operating	366,600
Village Clerk		270,200
	Personnel	225,700
	Operating	44,500
Finance & Administration		1,535,200
	Personnel	649,300
	Operating	885,900
Planning & Development Services		1,058,700
	Personnel	925,700
	Operating	133,000
IT & Communications		759,600
	Personnel	478,000
	Operating	281,600

**Islamorada, Village of Islands
FY 2023-2024 Budget**

GENERAL FUND

SUMMARY (Break-Even Millage = 2.9036)

Code Compliance			273,500
	Personnel	191,200	
	Operating	82,300	
	Total General Government		6,283,100
Public Safety			
Local Law Enforcement (MCSO)			2,988,800
	Personnel	103,800	
	Operating	2,885,000	
Fire Rescue			6,999,700
	Personnel	5,929,700	
	Operating	1,070,000	
	Total Public Safety		9,988,500
Transportation			
Public Works			810,700
	Personnel	1,281,200	
	Operating	(470,500)	
	Total Transportation		810,700
Culture & Recreation			
Parks & Recreation			2,998,800
	Personnel	1,739,200	
	Operating	1,259,600	
	Total Culture & Recreation		2,998,800
Non-Departmental Transfers Out			
To Capital Projects Fund - General Purchases			150,000
To Capital Projects Fund - <i>Landscape Mitigation</i>			150,000
To Transportation Fund			1,498,000
To Solid Waste Fund - <i>Franchise Fees</i>			101,800
To Debt Service Fund (<i>for 2012 Refunding</i>)			305,000
	Total Transfers Out		2,204,800
	TOTAL EXPENDITURES		\$ 22,285,900
REVENUES OVER / (UNDER) EXPENDITURES			\$ -
<u>FUND BALANCE, Ending</u>			<u>9/30/2024</u>
<i>Restricted</i>			
Nonspendable (<i>Prepays & Deposits</i>)			\$ 262,600
Restricted - MCSO Training			63,800
<i>Unrestricted</i>			
Committed for Landscape Mitigation			780,300
Assigned - Hurricane Response	% of Total FY 22-23	40.00%	8,914,360
Unassigned	Expenditures	21.48%	4,787,640
	TOTAL		\$ 14,808,700

**Islamorada, Village of Islands
FY 2023-2024 Budget**

GENERAL FUND

SUMMARY (Preliminary Millage = 3.0000)

<u>FUND BALANCE, Beginning</u>	<u>10/1/2023</u>
<u>Restricted</u>	
Nonspendable (Prepays & Deposits)	\$ 262,600
Restricted - MCSO Training	68,800
<u>Unrestricted</u>	
Committed for Landscape Mitigation	830,300
Assigned - Hurricane Response	7,277,900
Unassigned	6,369,100
TOTAL	<u>\$ 14,808,700</u>

REVENUES

Taxes	Taxable Value =	\$ 5,782,676,529	\$ 17,104,100
	Millage Rate =	3.0000	
	Gross Ad Valorem Taxes	17,348,100	
	Less Early Payment Discount	(694,000)	
		<u>16,654,100</u>	
	Communications Services Tax	450,000	
Licenses & Permits			1,290,000
Intergovernmental			2,629,800
Fines and Forfeits			205,000
Charges for Services			1,292,000
Interest & Miscellaneous Revenue			216,400
Transfer In			84,000
	TOTAL REVENUES		<u>\$ 22,821,300</u>

EXPENDITURES

General Government

Village Council		629,600
	Personnel	64,600
	Operating	565,000
Village Attorney		630,000
	Personnel	-
	Operating	630,000
Village Manager		1,126,300
	Personnel	759,700
	Operating	366,600
Village Clerk		270,200
	Personnel	225,700
	Operating	44,500
Finance & Administration		1,535,200
	Personnel	649,300
	Operating	885,900
Planning & Development Services		1,058,700
	Personnel	925,700
	Operating	133,000
IT & Communications		759,600
	Personnel	478,000
	Operating	281,600

**Islamorada, Village of Islands
FY 2023-2024 Budget**

GENERAL FUND

SUMMARY (Preliminary Millage = 3.0000)

Code Compliance			273,500
	Personnel	191,200	
	Operating	82,300	
	Total General Government		6,283,100
Public Safety			
Local Law Enforcement (MCSO)			2,988,800
	Personnel	103,800	
	Operating	2,885,000	
Fire Rescue			6,999,700
	Personnel	5,929,700	
	Operating	1,070,000	
	Total Public Safety		9,988,500
Transportation			
Public Works			810,700
	Personnel	1,281,200	
	Operating	(470,500)	
	Total Transportation		810,700
Culture & Recreation			
Parks & Recreation			2,998,800
	Personnel	1,739,200	
	Operating	1,259,600	
	Total Culture & Recreation		2,998,800
Non-Departmental Transfers Out			
To Capital Projects Fund - General Purchases			150,000
To Capital Projects Fund - <i>Landscape Mitigation</i>			150,000
To Transportation Fund			1,498,000
To Solid Waste Fund - <i>Franchise Fees</i>			101,800
To Debt Service Fund (<i>for 2012 Refunding</i>)			305,000
	Total Transfers Out		2,204,800
	TOTAL EXPENDITURES		\$ 22,285,900
REVENUES OVER / (UNDER) EXPENDITURES			\$ 535,400

FUND BALANCE, Ending

9/30/2024

Restricted

Nonspendable (<i>Prepays & Deposits</i>)	\$	262,600
Restricted - MCSO Training		63,800

Unrestricted

Committed for Landscape Mitigation			780,300
Assigned - Hurricane Response	% of Total FY 22-23	40.00%	8,914,360
Unassigned	Expenditures	23.89%	5,323,040
TOTAL			\$ 15,344,100

Tiered COLA

- Qualifying employees currently earning \$42,000 and less = 7%
-
- Non-qualifying Employees currently earning \$42,000 and less &
Employees currently earning \$42,001 to \$100,000 = 6%
- Employees currently earning above \$100,000 = 5%

**Islamorada, Village of Islands
FY 2023-2024 Budget**

GENERAL FUND

SUMMARY (Rolled-back Millage = 2.6634)

<u>FUND BALANCE, Beginning</u>	<u>10/1/2023</u>
<u>Restricted</u>	
Nonspendable (Prepays & Deposits)	\$ 262,600
Restricted - MCSO Training	68,800
<u>Unrestricted</u>	
Committed for Landscape Mitigation	830,300
Assigned - Hurricane Response	7,277,900
Unassigned	6,369,100
TOTAL	<u>\$ 14,808,700</u>

REVENUES

Taxes	<i>Taxable Value =</i>	5,782,676,529	\$ 15,235,500
	<i>Millage Rate =</i>	2.6634	
	Gross Ad Valorem Taxes	15,401,600	
	Less Early Payment Discount	(616,100)	
		<u>14,785,500</u>	
	Communications Services Tax	450,000	
Licenses & Permits			1,290,000
Intergovernmental			2,629,800
Fines and Forfeits			205,000
Charges for Services			1,292,000
Interest & Miscellaneous Revenue			216,400
Transfer In			84,000
	TOTAL REVENUES		<u>\$ 20,952,700</u>

EXPENDITURES

General Government

Village Council			\$ 629,600
	Personnel	64,600	
	Operating	565,000	
Village Attorney			630,000
	Personnel	-	
	Operating	630,000	
Village Manager			1,129,400
	Personnel	762,800	
	Operating	366,600	
Village Clerk			272,000
	Personnel	227,500	
	Operating	44,500	
Finance & Administration			1,538,700
	Personnel	652,800	
	Operating	885,900	
Planning & Development Services			1,062,200
	Personnel	929,200	
	Operating	133,000	
IT & Communications			762,000
	Personnel	480,400	
	Operating	281,600	

**Islamorada, Village of Islands
FY 2023-2024 Budget**

GENERAL FUND

SUMMARY (Rolled-back Millage = 2.6634)

Code Compliance			275,100
	Personnel	192,800	
	Operating	82,300	
	Total General Government		6,299,000
Public Safety			
Local Law Enforcement (MCSO)			2,989,500
	Personnel	104,500	
	Operating	2,885,000	
Fire Rescue			7,038,600
	Personnel	5,968,600	
	Operating	1,070,000	
	Total Public Safety		10,028,100
Transportation			
Public Works			816,300
	Personnel	1,295,200	
	Operating	(478,900)	
	Total Transportation		816,300
Culture & Recreation			
Parks & Recreation			3,012,800
	Personnel	1,753,200	
	Operating	1,259,600	
	Total Culture & Recreation		3,012,800
Non-Departmental Transfers Out			
To Capital Projects Fund - <i>General Purchases</i>			150,000
To Capital Projects Fund - <i>Landscape Mitigation</i>			150,000
To Transportation Fund			1,498,000
To Solid Waste Fund - <i>Franchise Fees</i>			101,800
To Debt Service Fund - <i>for 2012 Refunding</i>			305,000
	Total Transfers Out		2,204,800
	TOTAL EXPENDITURES		\$ 22,361,000
	REVENUES OVER / (UNDER) EXPENDITURES		\$ (1,408,300)

FUND BALANCE, Ending

9/30/2024

Restricted

Nonspendable (<i>Prepays & Deposits</i>)	\$	262,600
Restricted - MCSO Training		63,800

Unrestricted

Committed for Landscape Mitigation			780,300
Assigned - Hurricane Response	% of Total FY 22-23	40.00%	8,944,400
Unassigned	Expenditures	14.98%	3,349,300
TOTAL			\$ 13,400,400

**Islamorada, Village of Islands
FY 2023-2024 Budget**

GENERAL FUND

SUMMARY (Millage = 2.7500)

<u>FUND BALANCE, Beginning</u>		<u>10/1/2023</u>
<i>Restricted</i>		
Nonspendable (<i>Prepays & Deposits</i>)	\$	262,600
Restricted - MCSO Training		68,800
<i>Unrestricted</i>		
Committed for Landscape Mitigation		830,300
Assigned - Hurricane Response		7,277,900
Unassigned		6,369,100
TOTAL	\$	<u>14,808,700</u>

REVENUES

Taxes	<i>Taxable Value =</i>	\$ 5,782,676,529	\$ 15,716,300
	<i>Millage Rate =</i>	2.7500	
	<i>Gross Ad Valorem Taxes</i>	15,902,400	
	<i>Less Early Payment Discount</i>	(636,100)	
		<u>15,266,300</u>	
	Communications Services Tax	450,000	
Licenses & Permits			1,290,000
Intergovernmental			2,629,800
Fines and Forfeits			205,000
Charges for Services			1,292,000
Interest & Miscellaneous Revenue			216,400
Transfer In			84,000
TOTAL REVENUES			<u>\$ 21,433,500</u>

EXPENDITURES

General Government

Village Council		629,600
Personnel	64,600	
Operating	565,000	
Village Attorney		630,000
Personnel	-	
Operating	630,000	
Village Manager		1,129,400
Personnel	762,800	
Operating	366,600	
Village Clerk		272,000
Personnel	227,500	
Operating	44,500	
Finance & Administration		1,538,700
Personnel	652,800	
Operating	885,900	
Planning & Development Services		1,062,200
Personnel	929,200	
Operating	133,000	
IT & Communications		762,000
Personnel	480,400	
Operating	281,600	

**Islamorada, Village of Islands
FY 2023-2024 Budget**

GENERAL FUND

SUMMARY (Millage = 2.7500)

Code Compliance			275,100
	Personnel	192,800	
	Operating	82,300	
	Total General Government		6,299,000
Public Safety			
Local Law Enforcement (MCSO)			2,989,500
	Personnel	104,500	
	Operating	2,885,000	
Fire Rescue			7,038,600
	Personnel	5,968,600	
	Operating	1,070,000	
	Total Public Safety		10,028,100
Transportation			
Public Works			816,300
	Personnel	1,295,200	
	Operating	(478,900)	
	Total Transportation		816,300
Culture & Recreation			
Parks & Recreation			3,012,800
	Personnel	1,753,200	
	Operating	1,259,600	
	Total Culture & Recreation		3,012,800
Non-Departmental Transfers Out			
To Capital Projects Fund - General Purchases			150,000
To Capital Projects Fund - <i>Landscape Mitigation</i>			150,000
To Transportation Fund			1,498,000
To Solid Waste Fund - <i>Franchise Fees</i>			101,800
To Debt Service Fund (<i>for 2012 Refunding</i>)			305,000
	Total Transfers Out		2,204,800
	TOTAL EXPENDITURES		\$ 22,361,000
	REVENUES OVER / (UNDER) EXPENDITURES		\$ (927,500)

<u>FUND BALANCE, Ending</u>			<u>9/30/2024</u>
<i>Restricted</i>			
Nonspendable (<i>Prepays & Deposits</i>)			\$ 262,600
Restricted - MCSO Training			63,800
<i>Unrestricted</i>			
Committed for Landscape Mitigation			780,300
Assigned - Hurricane Response	% of Total FY 22-23	40.00%	8,944,400
Unassigned	Expenditures	17.13%	3,830,100
	TOTAL		\$ 13,881,200

**Islamorada, Village of Islands
FY 2023-2024 Budget**

GENERAL FUND

SUMMARY (Break-Even Millage = 2.9171)

<u>FUND BALANCE, Beginning</u>	<u>10/1/2023</u>
<u>Restricted</u>	
Nonspendable (Prepays & Deposits)	\$ 262,600
Restricted - MCSO Training	68,800
<u>Unrestricted</u>	
Committed for Landscape Mitigation	830,300
Assigned - Hurricane Response	7,277,900
Unassigned	6,369,100
TOTAL	<u>\$ 14,808,700</u>

REVENUES

Taxes	Taxable Value =	\$ 5,782,676,529	\$ 16,643,800
	Millage Rate =	2.9171	
	Gross Ad Valorem Taxes	16,868,546	
	Less Early Payment Discount	(674,742)	
		<u>16,193,804</u>	
	Communications Services Tax	450,000	
Licenses & Permits			1,290,000
Intergovernmental			2,629,800
Fines and Forfeits			205,000
Charges for Services			1,292,000
Interest & Miscellaneous Revenue			216,400
Transfer In			84,000
	TOTAL REVENUES		<u>\$ 22,361,000</u>

EXPENDITURES

General Government

Village Council		629,600
	Personnel	64,600
	Operating	565,000
Village Attorney		630,000
	Personnel	-
	Operating	630,000
Village Manager		1,129,400
	Personnel	762,800
	Operating	366,600
Village Clerk		272,000
	Personnel	227,500
	Operating	44,500
Finance & Administration		1,538,700
	Personnel	652,800
	Operating	885,900
Planning & Development Services		1,062,200
	Personnel	929,200
	Operating	133,000
IT & Communications		762,000
	Personnel	480,400
	Operating	281,600

**Islamorada, Village of Islands
FY 2023-2024 Budget**

GENERAL FUND

SUMMARY (Break-Even Millage = 2.9171)

Code Compliance			275,100
	Personnel	192,800	
	Operating	82,300	
	Total General Government		6,299,000
Public Safety			
Local Law Enforcement (MCSO)			2,989,500
	Personnel	104,500	
	Operating	2,885,000	
Fire Rescue			7,038,600
	Personnel	5,968,600	
	Operating	1,070,000	
	Total Public Safety		10,028,100
Transportation			
Public Works			816,300
	Personnel	1,295,200	
	Operating	(478,900)	
	Total Transportation		816,300
Culture & Recreation			
Parks & Recreation			3,012,800
	Personnel	1,753,200	
	Operating	1,259,600	
	Total Culture & Recreation		3,012,800
Non-Departmental Transfers Out			
To Capital Projects Fund - General Purchases			150,000
To Capital Projects Fund - <i>Landscape Mitigation</i>			150,000
To Transportation Fund			1,498,000
To Solid Waste Fund - <i>Franchise Fees</i>			101,800
To Debt Service Fund (<i>for 2012 Refunding</i>)			305,000
	Total Transfers Out		2,204,800
	TOTAL EXPENDITURES		\$ 22,361,000
	REVENUES OVER / (UNDER) EXPENDITURES		\$ -

FUND BALANCE, Ending

9/30/2024

Restricted

Nonspendable (<i>Prepays & Deposits</i>)	\$	262,600
Restricted - MCSO Training		63,800

Unrestricted

Committed for Landscape Mitigation		780,300
Assigned - Hurricane Response	% of Total FY 22-23 Expenditures	40.00% 8,944,400
Unassigned		21.28% 4,757,600
TOTAL		\$ 14,808,700

**Islamorada, Village of Islands
FY 2023-2024 Budget**

GENERAL FUND

SUMMARY (Preliminary Millage = 3.0000)

<u>FUND BALANCE, Beginning</u>	<u>10/1/2023</u>
<i>Restricted</i>	
Nonspendable (<i>Prepays & Deposits</i>)	\$ 262,600
Restricted - MCSO Training	68,800
<i>Unrestricted</i>	
Committed for Landscape Mitigation	830,300
Assigned - Hurricane Response	7,277,900
Unassigned	6,369,100
TOTAL	<u>\$ 14,808,700</u>

REVENUES

Taxes	<i>Taxable Value =</i>	\$ 5,782,676,529	\$ 17,104,100
	<i>Millage Rate =</i>	3.0000	
	<i>Gross Ad Valorem Taxes</i>	17,348,100	
	<i>Less Early Payment Discount</i>	(694,000)	
		<u>16,654,100</u>	
Communications Services Tax		450,000	
Licenses & Permits			1,290,000
Intergovernmental			2,629,800
Fines and Forfeits			205,000
Charges for Services			1,292,000
Interest & Miscellaneous Revenue			216,400
Transfer In			84,000
TOTAL REVENUES			<u>\$ 22,821,300</u>

EXPENDITURES

General Government

Village Council		629,600
Personnel	64,600	
Operating	565,000	
Village Attorney		630,000
Personnel	-	
Operating	630,000	
Village Manager		1,129,400
Personnel	762,800	
Operating	366,600	
Village Clerk		272,000
Personnel	227,500	
Operating	44,500	
Finance & Administration		1,538,700
Personnel	652,800	
Operating	885,900	
Planning & Development Services		1,062,200
Personnel	929,200	
Operating	133,000	
IT & Communications		762,000
Personnel	480,400	
Operating	281,600	

**Islamorada, Village of Islands
FY 2023-2024 Budget**

GENERAL FUND

SUMMARY (Preliminary Millage = 3.0000)

Code Compliance			275,100
	Personnel	192,800	
	Operating	82,300	
	Total General Government		6,299,000
Public Safety			
Local Law Enforcement (MCSO)			2,989,500
	Personnel	104,500	
	Operating	2,885,000	
Fire Rescue			7,038,600
	Personnel	5,968,600	
	Operating	1,070,000	
	Total Public Safety		10,028,100
Transportation			
Public Works			816,300
	Personnel	1,295,200	
	Operating	(478,900)	
	Total Transportation		816,300
Culture & Recreation			
Parks & Recreation			3,012,800
	Personnel	1,753,200	
	Operating	1,259,600	
	Total Culture & Recreation		3,012,800
Non-Departmental Transfers Out			
To Capital Projects Fund - General Purchases			150,000
To Capital Projects Fund - <i>Landscape Mitigation</i>			150,000
To Transportation Fund			1,498,000
To Solid Waste Fund - <i>Franchise Fees</i>			101,800
To Debt Service Fund (<i>for 2012 Refunding</i>)			305,000
	Total Transfers Out		2,204,800
	TOTAL EXPENDITURES		\$ 22,361,000
	REVENUES OVER / (UNDER) EXPENDITURES		\$ 460,300

FUND BALANCE, Ending

9/30/2022

Restricted

Nonspendable (<i>Prepays & Deposits</i>)	\$	262,600
Restricted - MCSO Training		63,800

Unrestricted

Committed for Landscape Mitigation			780,300
Assigned - Hurricane Response	% of Total FY 22-23	40.00%	8,944,400
Unassigned	Expenditures	23.33%	5,217,900
TOTAL			\$ 15,269,000