



Islamorada, Village of Islands

REGULAR VILLAGE COUNCIL MEETING

December 6, 2022 - 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**
- II. PLEDGE OF ALLEGIANCE**
- III. SWEARING-IN OF NEWLY ELECTED OFFICIALS- The Honorable Sharon I. Hamilton**
 - A. SWEARING-IN OF NEWLY ELECTED OFFICIALS - The Honorable Sharon I. Hamilton**
 - 1) Seat 1: Joseph B. Pinder III
 - 2) Seat 2: Mark Gregg
 - 3) Seat 3: Elizabeth Jolin
 - 4) Seat 4: Henry Rosenthal
 - 5) Seat 5: Sharon Mahoney
- IV. ROLL CALL OF NEW COUNCIL**
- V. AGENDA: Requests for Deletion / Emergency Additions**
- VI. ELECTION OF MAYOR & VICE MAYOR**
- VII. CITIZENS' ADVISORY COMMITTEE REPORTS & APPOINTMENTS**
 - A. Near Shore Water Regulation Citizens' Advisory Committee – Dianne Harbaugh**
 - B. Achievable Housing Citizens' Advisory Committee – Don Horton**
- VIII. MAYOR / COUNCIL COMMUNICATIONS**
 - A. BPAS Discussion**
- IX. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS**
 - A. Consideration of Freebee Ridesharing Services and FDOT SFY 2024 Public Transit Service Development Program**
- X. 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.)

XI. CONSENT AGENDA

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

- A.** Minutes of November 17, 2022, Regular Village Council Meeting
Minutes of October 25, 2022, Regular Village Council Meeting
- B.** Resolution to Adopt FY 2021-2022 Re-Appropriation Budget Amendment

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

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

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

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

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

*****End of Consent Agenda*****

XIII. QUASI-JUDICIAL

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

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

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

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

- C.** Buffer Yard Variance Request St. Oceanside

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST

OF ST OCEANSIDE/RALPH SANCHEZ TO ALLOW FOR A REDUCTION IN THE REQUIRED BUFFER YARD FROM THE MINIMUM REQUIRED TWENTY (20) FEET TO TEN (10) FEET. THE PROJECT IS LOCATED AT 109 CARROLL STREET ON UPPER MATECUMBE KEY, WITHIN THE TOURIST COMMERCIAL (TC) DISTRICT, REAL ESTATE NUMBER 00400720-000000, AS LEGALLY DESCRIBED HEREIN. ()

D. Shoreline Setback Variance Request Safe Harbor

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

XIV. RESOLUTIONS

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

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

B. Resolution Approving Master Lease Agreement with Flex Financial LLC for Emergency Medical Equipment

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE MASTER LEASE AGREEMENT, SCHEDULES AND ADDENDUMS FOR EMERGENCY MEDICAL EQUIPMENT BETWEEN FLEX FINANCIAL, LLC AND ISLAMORADA, VILLAGE OF ISLANDS; AUTHORIZING VILLAGE OFFICIALS TO EXECUTE, DELIVER AND IMPLEMENT

THE TERMS AND CONDITIONS OF THE MASTER LEASE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO BUDGET AND APPROPRIATE FUNDS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING FOR THE LEASE OF EMERGENCY MEDICAL EQUIPMENT; AND PROVIDING FOR AN EFFECTIVE DATE ()

XV. MOTIONS

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

XVI. ADJOURNMENT

Options for Viewing the Village Council Meeting:

The public is encouraged to watch the meeting on Monroe County's MCTV Comcast Channel 77. Alternatively, the public may view the meeting streamed live on the Village website from their personal computer, tablet or phone via the following link:

https://www.islamorada.fl.us/departments/communications/live_village_broadcast_meeting.php

Option 1: Email your comments.

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

Option 2: Call in During the Meeting.

1. If phoning in, dial 301-715-8592 and enter the webinar ID: **911 0656 4166** followed by #. When the Mayor opens public comment pertaining to the agenda item you are interested in dial *9 to be recognized by the Zoom meeting monitor. The Monitor will call you by the last four digits of your phone number. **Please be sure to unmute your phone when you are called upon.**
2. If watching online via Zoom: Open the Zoom webinar link <https://zoom.us/j/91106564166> and follow the prompts to join the webinar. When the Mayor opens public comment use the "raise your hand" feature to be recognized by the meeting monitor. Public comments will be heard in the order in which they are received.

ADA Assistance:

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



Council Communication

To: Mayor and Village Council
From:
Date: December 6, 2022
SUBJECT: **Near Shore Water Regulation Citizens' Advisory Committee – Dianne Harbaugh**

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From:
Date: December 6, 2022
SUBJECT: Achievable Housing Citizens' Advisory Committee – Don Horton

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From:
Date: December 6, 2022
SUBJECT: **BPAS Discussion**

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: 1. 12062022_RVCM_TAB 1_BPAS Discussion Henry

Summary of Actions regarding Annual Allocations for 2022:

- 1. Dec 16, 2021 Council Meeting, Council voted 5-0 to provide options to slow the allocations for remaining quarters of 2022**
- 2. March 31, 2022 Council Meeting, Council - Mayor Pete Bacheler made a motion to table the BPAS allocation extension item until May, seconded by Councilman Mark Gregg. Motion passed 5-0.**
- 3. May 12, 2022 Council Meeting - Council determined it would hold a Special Call Meeting on the subject and there was no further discussion.**
- 4. June 16, 2022 Special Call Meeting: Presentation by Dan Gulizio, no votes taken**
- 5. No further agenda items could be found related to the allocations until the November 17, 2022 council meeting when the allocations for 2023 were on the agenda. No extension of 2023 date proposed by this agenda item.**

Minutes from the Meetings in Question:

Council Meeting December 16, 2021

TAB 8: BPAS Allocation Distribution for 2022 A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ESTABLISHING THE TOTAL AMOUNT OF NONRESIDENTIAL FLOOR AREA AND RESIDENTIAL DWELLING UNITS, QUARTERLY ALLOCATIONS, AND THE DISTRIBUTION OF ALLOCATIONS BETWEEN CATEGORIES OF THE BUILDING PERMIT ALLOCATION SYSTEM FOR 2022; AND PROVIDING AN EFFECTIVE DATE

This item was heard at 8:33 p.m. Village Attorney Roget Bryan read the title of the resolution. Planning Director Daniel Gulizio presented the staff report outlining 2022 allocations; 22 Market Rate Units, 6 Affordable Allocations with one carryover unit from 2021, and 33,457 square feet of Nonresidential Space allocated. Village Manager Greg Oravec posed the possibility of slowing the permit issuing system down altering the allocation schedule moving forward. Vice Mayor Henry Rosenthal expressed concern with the remaining allocations being spread through 2026 as Monroe County did. Councilman David Webb commented it is too late to change 1st quarter figures but wants more staff input as to adjust

the plan moving forward. Public comment was opened at 8:44 p.m. Ed Davidson stated the area of critical concern was declared and permit numbers capped based on environmental carrying capacity, not just evacuation time. Van Cadenhead remembers early BPAS conversations about the eventual permit issuing end date, suggested using the \$5 million state land acquisition funds to attempt buying out some properties on the waiting list before 2023 deadline. Sue Miller believes Monroe County was wise to push timeline to 2026, giving more time to research options and build acquisition funds. Councilman Mark Gregg asked for staff ideas on an extension, and desire to have an outstanding Transient Development Rights list. Councilman Buddy Pinder expressed interest in slowing down the allocations and would like further staff input as well. **Councilman David Webb made a motion to pass with the understanding staff will provide options to slow allocations for remaining quarters of 2022 moving forward. Vice Mayor Henry Rosenthal seconded the motion. Council voted and the motion passed 5-0.**

Council Meeting 3/31/2022

TAB 14: Discussion on Extension of Residential BPAS Allocations Village Attorney Roget Bryan said the discussion of extending BPAS had begun in December 2021 with the understanding that hard deadlines were approaching in 15-18 months. He said staff outlined extending BPAS of nonresidential commercial square footage, market rate, and affordable allocations. Planning Director Daniel Gulizio gave background information and said there were 33 market rate allocations remaining for 2022 and 2023, 22 for 2022 and 11 for 2023 along with seven (7) affordable allocations for 2022 and three (3) in 2023. Mr. Gulizio said it was important to discuss how to allocate the remaining development credits and whether to extend the timing. He described the breakdown of allocations should the extension be put in place to 2025. He said it is important for those in the queue at this time, and it is also important for the taxpayers. Planning Director Dan Gulizio said there are also a minimum 291 vacant parcels remaining outside of the allocation period and Monroe County estimates 1,070 vacant parcels. Acquisition of development rights, a real estate transfer tax, and land use steps to

minimize the total number of developable parcels are all options. Councilman Mark Gregg told Planning Director Dan Gulizio that the Council had voted to allocate 22 market rate units for the 2022 calendar year with the Code requiring it be done by December 1, 2021. He asked what would happen if the Council did nothing, to which Planning Director Dan Gulizio explained the options and said the Code requires a 30-day deferral period after the conclusion of the quarter, which is at the end of April. A resolution would be brought back in May to allocate the first quarter's credits. The other option would be to allocate five credits proposed in December. Councilman David Webb said the Village may already be over-built, and just because there are 33 allocations left, it does not mean they have to be used.

Public comment was opened at 9:50 p.m. Richard Black via Zoom believes anyone in the queue at this time should receive their allocations. Sue Miller feels the decision is not easy and that extending the allocations to match the County's timeline is best so that the Village does not face it alone. Van Cadenhead is a proponent of sticking to 2023 and ripping off the band-aid, but that being in sync with the County may be a good idea as the government put the Village in this situation. Deb Gillis is not favor of extending the timeline but said if the Council chooses to extend it, it should match the County. Joe Saint Alden agreed with Sue Miller and said it makes sense to extend the timeline. Village Attorney Roget Bryan said the County's unilateral decision to extend the timeline to 2026 was relevant from a policy and timing standpoint. Planning Director Dan Gulizio said he would like to bring back more information in 30 days in terms of buildable and non-buildable lots and said to the Council that they could not do anything until May anyway. He suggested allowing staff to get more data from mapping and alternatives and then the allocation schedule decision could be made in May. Councilman David Webb asked if the Council would be in favor of tabling the item until May. Mayor Pete Bacheler made a motion to table the item until May, seconded by Councilman Mark Gregg for discussion. Councilman Gregg said it is a horrible idea to extend the BPAS allocation schedule because of the 33 people in the queue who have done everything they are supposed to do. He believes the longer the Village stretches this out, the more expensive it will be. Vice Mayor Henry Rosenthal said he is in favor of extending to 2026. Mayor Pete Bacheler said there are three takings claims going on right now. He is not in favor of

extending the timeline to 2026 because those in the queue have paid their dues. **Mayor Pete Bacheler made a motion to table the item until May, seconded by Councilman Mark Gregg. Motion passed 5-0.**

Council Meeting May 12, 2022

MAYOR / COUNCIL COMMUNICATIONS Discussion on Extension of Residential BPAS Allocations (8:02 p.m.)

Council determined it would hold a Special Call Meeting on the subject and there was no further discussion.

Council Special Call Meeting June 16, 2022

BUILDING PERMIT ALLOCATION SYSTEM (BPAS) DISCUSSION

- a. Introduction by Planning and Development Services Director Daniel Gulizio
- b. Demographic Summary
- c. Area of Critical State Concern – Purpose and Intent
- d. BPAS Summary
- e. Vacant Parcel Analysis
- f. Affordable Housing Summary
- g. Policy Options
- h. Recommendations
- i. Discussion and Direction Director Gulizio presented a history of the BPAS program and summarized its challenges and the limited availability of permits.

4:20 pm Mayor Pete Bacheler opened public comment.

_____ Dave deHaas, Ed Codispoti, Bert Codispoti, Donna Cabrera, Gerry Lear, Xavier Jorge, John Marchisello, Brooke Black, David Helker, Deb Gillis, Capt. Ed Davidson on behalf of Citizens Coalition, Lisa Karpawich, Deana Jorgenson, Jim Lupino, Angel Borden, Don Horton, Ty Harris, Van

Cadenhead, Cheryl Meads, Richard Black, George Perez offered their opinions.
Public comment closed at 5:28pm

Council thanked the community for its feedback and restated the complexity of the issues.

ADJOURNMENT – 6:00 p.m. Mayor Pete Bacheler made a motion to adjourn

No vote taken

November Council Meeting – from the minutes

REPORTS, PRESENTATIONS AND ANNOUNCEMENTS

Mayor Pinder invited **Monroe County Mayor David Rice** to the podium to address the Council.

He commented that over the next few years, the Monroe County Board of County Commissioners would be developing solutions to problems that were created by decisions made decades ago noting that Islamorada was in a similar situation. He stated that about 25 years ago, David Horan said to him, with regard to the Rate of Growth Ordinance (ROGO), that we were writing a check that our grandchildren will not be able to cash; noted that there were about 8,000 lots in Monroe County that would not have building rights as things currently stood; commented that Islamorada had their fair share of vacant lots; that over the next few years Islamorada and Monroe County would be looking for solutions to the buildout issue; and suggested sharing solutions noting that there was no perfect solution.

Mayor Rice commented about Islamorada's traffic problem which was also the County's problem because the US-1 Highway was the main street and thoroughfare. He commented about the efforts of the Monroe County Florida Keys Transportation Coordination Committee; noted that there were requests for improvements that could be made to the Florida Department of Transportation (FDOT) that would facilitate the flow of traffic on the US-1 Highway; and asked the Council to consider the results of the US-1 Master Plan Study and identify and prioritize items.

Presentation by Monroe County Addressing Buildout of the Florida Keys

Emily Schemper, Senior Director of Planning and Environmental Resources for Monroe County, began the presentation regarding **"Actions, Policies and Programs to Address Potential 2023/2026 Exhaustion of ROGO Allocations and/or Build-out of the Florida Keys."** She provided background information about the formation of ROGO and the Village's Building Permit Allocation System (BPAS); noted the significance of the 2012 Department of Economic Opportunity's

(DEO) hurricane evacuation clearance time modeling task which found that with ten years of building permits, the Florida Keys would be at the 24-hour evacuation clearance; based on this modeling 3,550 additional permits were allocated countywide with 280 assigned to Islamorada; and in 2018 they estimated the number of vacant parcels that would be remaining.

Ms. Schemper explained that based on the 2020 Census, the DEO and Florida Division of Emergency Management would run an evacuation model based on the updated census information perhaps sometime in 2022; and that once the model was completed, a new Memorandum of Understanding with DEO, DEM, Marathon, Islamorada, Key West, Key Colony Beach and Layton would be required. Ms. Schemper identified actions taken by Monroe County to address the issues which included

- Adopting ordinances that allowed them to extend distribution of ROGO allocations through 2026. The extension allowed more time to update their Code and Comprehensive Plan and it allowed more time for land acquisitions.
- Added new categories for extra ROGO points for land dedication and lot aggregation.
- The Code includes up to two (2) points for payment into the Land Acquisition Fund which was currently at \$35,000 per point.
- In 2016 opened up Transfer of ROGO exemptions to Market Rate Units, subject to certain requirements.
- Adopted Ordinance 0005-2021 which accepted the 300 Workforce Housing early evacuation units. The units had to be exchanged for existing affordable housing ROGO allocations at multifamily sites and exchanged ROGO allocations would go into the County Administrative Relief for future use.

Monroe County Land Authority Executive Director Christine Hurley addressed Monroe County's land acquisition efforts. She reported about Monroe County's efforts to lobby the State for more land acquisition and noted that the State of Florida passed the Florida Keys Stewardship Act which focused on water quality projects and had a target yearly goal of \$5 million for land acquisition.

Ms. Emily Schemper reported on potential future policies, programs, and actions that Monroe County had identified to address the impending end of ROGO allocations.

She reported the following ideas:

- Establish an Urban Service District which discouraged and disallowed development of land outside of a designated area by eliminating the extension of infrastructure, facilities, roadways, sewer, and water.
- Create climate change adaptation areas and disallow development in certain areas where sea level rise would put the land under water in the future.
- Rezone land from residential uses to other uses and provided an example of residential zoning on the highway where it was not so desirable to build a residence.
- Add nonresidential uses to residential zoning districts such as community gardens, small businesses, and boat trailer parking.
- Contiguous land merger is being researched.
- Create another commercial zoning category for smaller, less intense uses to provide service to immediate vicinity of a residential neighborhood such as a corner store Eminent domain of unimproved platted rights-of-way which would change the development potential.
- Lobby State Legislature to adopt a bill requiring the court to split the bill equally on a regulatory takings claims. The bill lacked sufficient leadership support during the 2020 Legislative session, however the State has appropriated funding for takings claims.
- Pursue Code liens and foreclose where appropriate.
- Raise taxes by increasing the one-cent Tourist Impact Tax.
- Explore a toll on the US-1 Highway with a portion of the funds going to acquisition, restoration, and maintenance of conservation lands. Requires Federal and State legislation to authorize the imposition of a toll on US-1.

Ms. Hurley reported that Monroe County budgeted about \$6 million in the 304 /Infrastructure Sales Tax Fund for land acquisition which focused on density reduction buying lots that had a Transferable Development Right (TDR). The Monroe County Land Authority purchases primarily conservation land and affordable housing land purchases; that they do not focus on properties that do not have at least one full dwelling unit; and focused on property typically located in Improved Subdivision (IS) or Urban Residential Medium (URM) zoning categories.

She commented that the Monroe County Land Authority ROGO Reserve Fund was funding set aside for takings claims. Ms. Hurley reported that the Florida Keys Stewardship Act was averaging around \$1 million a year in land acquisition since the Stewardship Act bill was passed in 2016; and that communications with the DEP revealed that they were not meeting their \$5 million goal because we did not bring them willing sellers and noted that it was the community's job to advise DEP of what was for sale and what they wanted DEP to focus on.

She reported that another source of funding being utilized was the post Hurricane Irma HUD/ DEO Community Development Block Grant (CDBG) disaster recovery program which provided \$15 million in grants to purchase destroyed houses and noted that the ROGO allocations captured from the buyouts would be placed in administrative relief.

Ms. Hurley explained some of the land acquisition programs which included:

- The FEMA Flood Mitigation Assistance program which was a Keys-wide program that purchases homes from willing sellers to eliminate future flood risks.
- The Less than Fee program purchases the development rights from the lot adjacent the seller's primary residence; the seller keeps the land, receives money for the sale of the development right, and can build an accessory structure on the property. The program has been very successful and currently has a waiting list due to funding limitations and having been on hold during COVID.

- Dedicate 10% of the current 1% infrastructure sales surtax for “other purposes” specifically for land acquisition.
- Increase sales tax and dedicate 100% of the additional revenue to land acquisition.
- Establish a special taxing authority, a dedicated revenue stream and corresponding bond issue, by referendum for an ad-valorem tax to be dedicated to land acquisition
- Develop purchasing tax deed programs.

She concluded by noting some of the ideas they are currently pursuing while others were not favorable to the Monroe County Board of County Commissioners.

Councilman Mark Gregg inquired about the affordable housing initiative that provides for an existing affordable ROGO allocation to be exchanged for one of the 300 affordable units and asked what motivated someone to do this. Ms. Schempler explained that when the ordinance was adopted there were a few developments that were interested, but that it was yet to be seen as to whether that would happen.

Councilman David Webb asked why the Less than Fee was limited to unincorporated areas of Monroe County. Ms. Schempler explained that it was funded by Monroe County from the 304/Infrastructure Sales Tax funds; that all the local governments have a portion of the 304 funds that they receive; and that if Islamorada wanted to fund the Less than Fee program Monroe County would work with the Village to implement the program.

Councilman Webb inquired as to whether the FDOT improvement projects would be taken into consideration when the updated evacuation modeling was conducted. Ms. Schempler stated that she believed it would be considered and noted that they were taking into consideration sea level rise. He inquired about the Stewardship Act funding for land acquisition specifically whether the unused monies were set aside. Ms. Schempler stated that the unused funds were absorbed back into the budget as there was no set aside; noted the importance of working with DEP and willing sellers; noted that there were a lot of willing sellers

but not necessarily inclined to accept the price DEP was willing to pay; DEP has specific formulas that they use, and that Monroe County was experimenting with a cost-share idea.

Mayor Buddy Pinder opened public comment.

Van Cadenhead commented about the Carrying Capacity Study and spoke in opposition to extending the 2023 buildout issue; and noted the State's involvement and that their help was needed.

Councilman Henry Rosenthal thanked Monroe County Administrator Roman Gastesi, who was not present, for his involvement in the County's effort to address buildout; and expressed that he felt good that the issue was going to be addressed.

Monroe County Mayor David Rice commented that 2026 appealed to him because they had several land acquisition programs that were accelerating and the additional three years gave them more time to purchase more property and they would not have to defend legal actions related to those properties.

Mayor Buddy Pinder closed public comment



Council Communication

To: Mayor and Village Council
From:
Date: December 6, 2022
SUBJECT: Consideration of Freebee Ridesharing Services and FDOT SFY 2024
Public Transit Service Development Program

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: 1. 12062022_RVCM_TAB 2_Freebee_FDOT Transit Grant_Discussion



Council Communication

To: Mayor and Village Council

From: Ted Yates, Village Manager
Maria T. Bassett, Finance Director

Date: December 6, 2022

**SUBJECT: CONSIDERATION OF FREEBEE RIDESHARING SERVICES AND FDOT SFY 2024
PUBLIC TRANSIT SERVICE DEVELOPMENT PROGRAM GRANT**

BACKGROUND:

Freebee is a company based in Miami that provides local transportation in electric vehicles free of charge to riders through requests via a smartphone app. The service is successful in several cities in South Florida. Generally, Freebee is funded by a combination of private advertising dollars and municipal funds through agreements with local governments. Freebee's Managing Partner Jason Siegel originally introduced Freebee and the transit service the company provides to the Village Council in a presentation in July 2018.

➤ **Trial Program:**

The Village Council initially approved a six-month Freebee trial program and approved \$80,000.00 in the adopted FY 2018-2019 Budget to fund the trial program. Under the Agreement for the trial program services, Freebee provided two (2) golf cart style electric vehicles to service Upper Matecumbe Key from November 29, 2018 through May 28, 2019. Service was provided for 37 hours from Thursdays through Sundays. While the golf cart style vehicles have tags, lights, windshield wipers and a horn, the service was limited to Upper Matecumbe Key because the golf cart vehicles are restricted to 35 mph and cannot travel on the Overseas Highway or across the bridges of the Overseas Highway. Resident feedback throughout the trial program was positive and supportive of the program, and many residents requested that the Freebee program be expanded to provide the ridesharing service to all areas of the Village.

➤ **Service Expansion/Two-year Agreement:**

At the May 30, 2019, Village Council Meeting, Jason Spiegel made a presentation detailing a possible expansion of the Freebee program with two (2) XL vans, thereby making it possible to serve all areas of the Village. At that meeting, Council authorized the Village Manager to enter into an agreement to extend the Freebee services under the current agreement to allow time for Mr. Spiegel to further research larger vehicle options and costs. At its July 18, 2019 meeting, the

Village Council approved a two-year Agreement with Freebee for a Village-wide program utilizing the two (2) XL vans to travel Village wide and one (1) golf cart style vehicle continuing to provide service on Upper Matecumbe.

The operating hours with the new Agreement were expanded from four (4) days to six (6) days per week for 70 hours of service per week per vehicle. The two-year agreement began in March 2020 when Freebee acquired and put into service the two new larger vehicles at the request of the Village. The Agreement provided for the cost of the services at \$317,280.00 annually, paid in twelve (12) payments of \$26,440.00. With an adjustment in the contract term for suspension of service associated with the Coronavirus Pandemic, the two-year agreement terminated May 31, 2022.

No-Cost Additional Services During the above-described Two-year Agreement:

At the suggestion of Freebee and with agreement from the Village, Freebee replaced the third cart-style vehicle that served only Upper Matecumbe Key with a Tesla X, thereby supplying three vehicles to provide Village-wide services. The Tesla X was put into service in April 2021 at no additional cost to the Village.

Beginning June 15, 2021, service was expanded to three locations at the south end of Tavernier: the Tavernier Town Center, the Mariners Hospital Complex, and the Good Health Clinic. The Village requested the service expansion to the new locations after multiple calls from residents asking to be able to use Freebee to access the shopping center and medical offices and the suggestion of the Fire Chief to utilize Freebee for transportation of residents to medical appointments. Freebee provides the expanded service at no additional cost to the Village.

In August 2021, the Village entered into a Revocable License Agreement with Freebee enabling Freebee to use a portion of property owned by the Village for charging station installation. The Village provided space near the wastewater pump station at Village Hall, and three charging stations were installed for use by Freebee pursuant to terms included in the Agreement. Freebee paid for the charging station equipment and installation costs. They are also responsible for paying associated electric costs.

➤ **New (Current) Agreement Effective June 1, 2022 to June 30, 2023**

At its meeting on May 12, 2022, the Council adopted Resolution No. 22-05-36 approving a new agreement with Freebee effective June 1, 2022, to June 30, 2023. The new agreement included the following new provisions:

- Vehicles in the Freebee fleet for the Village would include two Tesla X 7-passenger vehicles and one XL Vans instead of one Tesla X and two XL Vans. Freebee based the recommended change on feedback received from passengers saying they prefer to be picked up in the Tesla. Additionally, the Teslas have over two times the battery range capacity, greatly reducing the out-of-service periods for charging. The Tesla X seats a maximum of seven (7) passengers, and the XL vans seat a maximum of nine (9)

passengers. Freebee reported that the XL vans are rarely at maximum capacity. The change helped to increase ridership while decreasing wait times.

- The Agreement effective June 1, 2022, included a new monthly rate of \$28,542.00, which was an increase of \$2,102.00 per month or 8%. The total contract cost for the 13-month term is \$371,046.00.
- The schedule of 70 hours of operation for the three vehicles was changed so that all three vehicles would no longer follow the same schedule (usually 10:00 a.m. to 10:00 p.m. with service to 12:00 a.m. on Fridays and Saturdays). New service would be available seven days per week, and service for one vehicle would start at 7:00 a.m. The following schedule was adopted and became effective July 1, 2022:

Vehicle #1	7:00 a.m. to 5:00 p.m.	10 hrs/day; 7 days/week
Vehicle #2	12:00 p.m. to 10:00 p.m.	10 hrs/day; 7 days/week
Vehicle #3	2:00 p.m. to 12:00 a.m.	10 hrs/day; 7 days/week

➤ **RIDERSHIP REPORTS – ANALYSIS**

The following information from Ridership Reports provided by Freebee is provided for consideration and evaluation of service success and user needs:

Exhibit A provides an analysis of ridership reports from the time Freebee’s services began. In this analysis, a per passenger and per trip cost are provided with averages for each calendar year the contract has been in effect.

Exhibit B is a comparison of ridership activity in the months of July, August, and September 2021 to the months of July, August, and September of 2022. Both periods provided for 70 hours of service per week per vehicle (total 210 hours of service per week). Effective July 1, 2022, the schedule was changed to the staggered schedule explained above. Service hours were changed so that service ends at midnight every night of the week instead of only on Fridays and Saturdays. This analysis shows that ridership increased from 2021 to 2022. However, in response to the Coronavirus pandemic, in 2021 Freebee was not picking up separate parties to travel together. In September 2021 compared to September 2022, the number of passengers decreased while completed trips increased. This is an indication that there were fewer passengers per trip in September 2022.

Exhibit C is a comparison of the requested rides vs. completed rides for the months of July, August, and September 2021 to the months of July, August, and September of 2022. Freebee’s recommendation is that all vehicles follow the same schedule so that completed rides are more likely and a lapse in customer service or availability of service does not occur. The analysis shows that approximately one-third of requested rides are generally not completed regardless of the schedule and how many vehicles are available for service at one time.

➤ **FDOT SFY 2024 PUBLIC TRANSIT SERVICE DEVELOPMENT PROGRAM GRANT**

On May 20, 2022, Village staff applied to the FDOT Public Transit Service Development Program for grant funding for Freebee’s services starting July 1, 2023, when the Village’s current agreement would need to be renewed. The State’s fiscal year is July 1 to June 30. With the

most recent agreement, the term was set so that it coincides with the state's fiscal year as staff anticipated applying for the Transit grant. The Village did not apply for the grant when Council was first considering the Freebee services because the timing of the grant application deadline would have delayed implementation of services, and the Council wanted to start with a trial program.

The FDOT Public Transit Service Development Program grant is meant to be for "transit service development." Because the Village had already entered into an agreement for services with Freebee, when applying for the FDOT Transit Grant, the Village needed to propose an expansion to existing services to be eligible for funding. Expansion includes addition of vehicles, increased route areas, and increased service hours.

The Village's grant application is attached as Exhibit D. In the application, staff represented that the schedule for Freebee's services would be expanded so that all three vehicles provide services from 7:00 a.m. to 12:00 a.m. seven days per week based on Freebee's recommendation that all vehicles follow the same schedule so that availability of more vehicles leads to improved customer service. The narrative in Exhibit D provides additional explanations and justifications for the Freebee services within Islamorada.

On October 26, 2022, FDOT notified the Village that its application for State Fiscal Year 2024 (SFY24) funding was approved (Letter attached as Exhibit E). By January 1, 2023, the Village must confirm that it has funds available to meet the Village's cost share. Total annual costs as proposed by Freebee for three vehicles to operate seven days per week, 17 hours per day (total 357 hours per week instead of 210 hours per week) would be \$553,300.00. The grant would provide 50% funding (\$276,665.00), and the Village's share would also be \$276,665.00. For the Village, this would be an annual decrease of \$65,839.00 from the current annual amount under the current contract.

The FDOT Public Transit Service Development Program can provide funding for up to three years if funding is available. This is the reason that the Village's application included a request for funding over a three-year period based on the proposed expanded services and costs. To apply for another three-year period of funding, the Village would need to expand services in some other way (i.e., add vehicles, lengthen the route, increase hours).

FDOT has determined that due to the number of applications they receive each year and the limited amount of funds available, applicants must apply for funding each year. If the Village opts to accept the award to fund 50% of the increased cost of expanded services, the Village and Freebee would need to enter into an agreement for services effective July 1, 2023, to June 30, 2024, and reflect the expanded services terms. Then if the Village wishes to continue the expanded service hours, in May 2023 the Village would need to re-apply to the FDOT Transit Development Program Grant for funds effective July 1, 2024, to June 30, 2025. The Village's contract for services during this period would need to reflect the expanded services hours. A third year of funding could be applied for in May 2024 if the terms of service remain the same.

In the event that the grant award is denied in the second year, then the Village's contract for Freebee services effective July 1, 2024, could be adjusted. Alternatively, the Village could opt to maintain the increased service hours and pay the entire amount of the contract.

➤ **REQUEST FOR COUNCIL DIRECTION**

Staff is requesting direction from Council on whether the Village should accept the grant award from FDOT to fund the cost of expanded services to be provided by Freebee effective July 1, 2023, through June 30, 2024. In this event, at a future meeting, staff would present a Resolution to Council approving a grant agreement with FDOT in substantially the same format as the example at Exhibit F, and staff would present a Resolution to Council approving an agreement with Freebee effective July 1, 2023, in substantially the same format as the example at Exhibit G.

Council would be asked to acknowledge that staff should apply for FDOT Transit Development Program grant funds by the May 2023 deadline for funding of a second year under the same terms effective July 1, 2024. In the event that the grant award for the second year is denied, staff would seek direction at that time from Council on continued Freebee services.

Alternatively, Council could direct that the contract with Freebee not be renewed after June 30, 2023, the expiration date of the current services agreement.

EXHIBIT A

Islamorada, Village of Islands

as of 11/9/22

FreeBee Service

Cost Analysis

Trial Period	Days	Hours	Hours / Week	Vehicles:
Thursday	4P to 12A	8	8	2 6-passenger not able to go over the bridges (Upper Matecumbe only)
Friday	4P to 12A	8	8	
Saturday	12P to 12A	12	12	
Sunday	11A to 8P	9	9	
			37	

2019														MONTHLY AVERAGE
	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL	
Completed Rides	354	581	752	546	585	616	508	635	371	583	675	616	6,822	569
Total Passengers	773	1,388	1,770	1,265	1,383	1,601	1,220	1,379	828	1,347	1,646	1,370	15,970	1,331
Monthly Payment	\$ 13,500.00	\$ 13,500.00	\$ 13,500.00	\$ 13,500.00	\$ 13,500.00	\$ 6,750.00	\$ 6,750.00	\$ 6,750.00	\$ 6,750.00	\$ 6,750.00	\$ 6,750.00	\$ 6,750.00	\$ 114,750.00	
Ad Subsidy	\$ (1,325.00)	\$ (1,325.00)	\$ (1,325.00)	\$ (1,325.00)	\$ (1,325.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (6,625.00)	
Net Payment	\$ 12,175.00	\$ 12,175.00	\$ 12,175.00	\$ 12,175.00	\$ 12,175.00	\$ 6,750.00	\$ 6,750.00	\$ 6,750.00	\$ 6,750.00	\$ 6,750.00	\$ 6,750.00	\$ 6,750.00	\$ 108,125.00	
Cost / Ride	\$ 34.39	\$ 20.96	\$ 16.19	\$ 22.30	\$ 20.81	\$ 10.96	\$ 13.29	\$ 10.63	\$ 18.19	\$ 11.58	\$ 10.00	\$ 10.96		\$ 16.69
Cost / Passenger	\$ 15.75	\$ 8.77	\$ 6.88	\$ 9.62	\$ 8.80	\$ 4.22	\$ 5.53	\$ 4.89	\$ 8.15	\$ 5.01	\$ 4.10	\$ 4.93		\$ 7.22

Expanded Service	Hours	Hours / Week	Vehicles:
Tuesday	10A to 10P	12	2 xl-passenger vans able to go over the bridges
Wednesday	10A to 10P	12	
Thursday	11A to 11P	12	1 6-passenger golf cart not able to go over the bridges used until April 2021
Friday	11A to 12A	13	
Saturday	12P to 12A	12	On April 21, 2021, 1 Tesla X able to go over bridges replaced golf cart (no rate increase) On June 15, 2021, service was expanded to Tavernier Town, Mariners Hospital and Good Health Clinic (no rate increase)
Sunday	11A to 8P	9	
		70	Effective July 1, 2022, scheduled revised so that one vehicle starts at 7:00 a.m.; services 7 days per week.

2020														MONTHLY AVERAGE
	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL	
(service reduction during COVID-19 - no ride sharing - single pickups only June 2020 through May 2021)														
Completed Rides	740	700	927			754	995	1,205	1,388	1,530	1,339	1,507	11,085	1,109
Total Passengers	1,741	1,532	1,921			1,609	1,896	2,217	2,371	2,804	2,419	2,781	21,291	2,129
Monthly Payment	\$ 6,750.00	\$ 6,750.00	\$ 26,440.00	(service suspension-Covid 19)		\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 225,020.00	
Ad Subsidy	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Monthly Payment	\$ 6,750.00	\$ 6,750.00	\$ 26,440.00			\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 225,020.00	
Cost / Ride	\$ 9.12	\$ 9.64	\$ 28.52			\$ 35.07	\$ 26.57	\$ 21.94	\$ 19.05	\$ 17.28	\$ 19.75	\$ 17.54		\$ 20.45
Cost / Passenger	\$ 3.88	\$ 4.41	\$ 13.76			\$ 16.43	\$ 13.95	\$ 11.93	\$ 11.15	\$ 9.43	\$ 10.93	\$ 9.51		\$ 10.54

	2021													MONTHLY
	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>TOTAL</u>	AVERAGE
	(service reduction during COVID-19 - single pickups only thorough May 2021)													
Completed Rides	1,581	1,722	1,834	1,510	1,502	1,478	1,613	1,583	1,671	1,626	1,599	1,799	19,518	1,627
Total Passengers	2,898	3,278	3,574	2,898	2,684	2,848	3,038	2,644	2,764	2,839	2,897	3,014	35,376	2,948
Monthly Payment	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 317,280.00	
Ad Subsidy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Monthly Payment	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 317,280.00	
Cost / Ride	\$ 16.72	\$ 15.35	\$ 14.42	\$ 17.51	\$ 17.60	\$ 17.89	\$ 16.39	\$ 16.70	\$ 15.82	\$ 16.26	\$ 16.54	\$ 14.70		\$ 16.33
Cost / Passenger	\$ 9.12	\$ 8.07	\$ 7.40	\$ 9.12	\$ 9.85	\$ 9.28	\$ 8.70	\$ 10.00	\$ 9.57	\$ 9.31	\$ 9.13	\$ 8.77		\$ 9.03
	2022													MONTHLY
	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>TOTAL</u>	AVERAGE
Completed Rides	1,675	1,661	1,771	1,621	1,699	1,574	2,024	2,184	1,755				15,964	1,774
Total Passengers	2,902	2,945	3,195	2,788	2,998	2,698	3,422	3,341	2,499				26,788	2,976
Monthly Payment	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 28,542.00	\$ 28,542.00	\$ 28,542.00	\$ 28,542.00				\$ 246,368.00	
Ad Subsidy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	
Monthly Payment	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,441.00	\$ 26,442.00	\$ 26,443.00	\$ 26,444.00				\$ 246,368.00	
Cost / Ride	\$ 15.79	\$ 15.92	\$ 14.93	\$ 16.31	\$ 15.56	\$ 16.80	\$ 13.06	\$ 12.11	\$ 15.07					\$ 15.06
Cost / Passenger	\$ 9.11	\$ 8.98	\$ 8.28	\$ 9.48	\$ 8.82	\$ 9.80	\$ 7.73	\$ 7.91	\$ 10.58					\$ 8.97

ISLAMORADA, VILLAGE OF ISLANDS
Freebee Contract - Day of Week Ridership Analysis
Jul, Aug, Sep 2022 vs. Jul, Aug, Sep 2021

EXHIBIT B

JULY 2022			
<i>Date</i>	<i>Day</i>	<i>Total Passengers</i>	<i>Completed Rides</i>
1	Fri	108	69
2	Sat	128	52
3	Sun	84	42
4	Mon	68	32
5	Tue	35	24
6	Wed	112	65
7	Thu	169	88
8	Fri	136	80
9	Sat	163	87
10	Sun	116	71
11	Mon	83	49
12	Tue	88	58
13	Wed	130	72
14	Thu	102	69
15	Fri	124	75
16	Sat	106	59
17	Sun	97	65
18	Mon	84	49
19	Tue	116	59
20	Wed	121	75
21	Thu	118	79
22	Fri	139	75
23	Sat	123	64
24	Sun	125	82
25	Mon	88	52
26	Tue	86	55
27	Wed	98	65
28	Thu	112	76
29	Fri	138	84
30	Sat	117	83
31	Sun	108	69
		3,422	2,024

JULY 2021			
<i>Date</i>	<i>Day</i>	<i>Total Passengers</i>	<i>Completed Rides</i>
1	Thu	159	77
2	Fri	146	67
3	Sat	114	57
4	Sun	89	41
5	Mon	0	0
6	Tue	56	45
7	Wed	98	58
8	Thu	70	48
9	Fri	108	57
10	Sat	130	60
11	Sun	74	43
12	Mon	0	0
13	Tue	110	60
14	Wed	94	53
15	Thu	172	77
16	Fri	132	71
17	Sat	134	60
18	Sun	96	54
19	Mon	0	0
20	Tue	102	62
21	Wed	115	68
22	Thu	117	71
23	Fri	150	65
24	Sat	138	62
25	Sun	89	46
26	Mon	0	0
27	Tue	122	70
28	Wed	88	53
29	Thu	100	66
30	Fri	120	62
31	Sat	115	60
		3,038	1,613

INCREASE / (DECREASE) from 2021 to 2022	
<i>Total Passengers</i>	<i>Completed Rides</i>
384	411
11.22%	20.31%

ISLAMORADA, VILLAGE OF ISLANDS
Freebee Contract - Day of Week Ridership Analysis
Jul, Aug, Sep 2022 vs. Jul, Aug, Sep 2021

EXHIBIT B

AUGUST 2022			
<i>Date</i>	<i>Day</i>	<i>Total Passengers</i>	<i>Completed Rides</i>
1	Mon	90	57
2	Tue	102	62
3	Wed	103	79
4	Thu	109	75
5	Fri	182	96
6	Sat	132	80
7	Sun	118	75
8	Mon	81	61
9	Tue	99	64
10	Wed	97	66
11	Thu	72	53
12	Fri	174	104
13	Sat	116	78
14	Sun	98	71
15	Mon	103	66
16	Tue	86	65
17	Wed	95	68
18	Thu	133	83
19	Fri	135	89
20	Sat	150	93
21	Sun	109	71
22	Mon	75	57
23	Tue	117	77
24	Wed	95	58
25	Thu	91	73
26	Fri	140	86
27	Sat	120	60
28	Sun	115	62
29	Mon	54	44
30	Tue	79	58
31	Wed	71	53
		3,341	2,184

AUGUST 2021			
<i>Date</i>	<i>Day</i>	<i>Total Passengers</i>	<i>Completed Rides</i>
1	Sun	108	65
2	Mon	0	0
3	Tue	100	61
4	Wed	94	63
5	Thu	86	57
6	Fri	136	63
7	Sat	114	61
8	Sun	91	51
9	Mon	0	0
10	Tue	88	65
11	Wed	61	39
12	Thu	71	51
13	Fri	113	68
14	Sat	140	65
15	Sun	78	53
16	Mon	0	0
17	Tue	108	66
18	Wed	77	54
19	Thu	97	67
20	Fri	99	66
21	Sat	148	66
22	Sun	65	43
23	Mon	0	0
24	Tue	106	69
25	Wed	95	59
26	Thu	77	62
27	Fri	159	80
28	Sat	159	72
29	Sun	97	58
30	Mon	0	0
31	Tue	77	59
		2,644	1,583

INCREASE / (DECREASE) from 2021 to 2022	
<i>Total Passengers</i>	<i>Completed Rides</i>
697	601
20.86%	27.52%

ISLAMORADA, VILLAGE OF ISLANDS
Freebee Contract - Day of Week Ridership Analysis
Jul, Aug, Sep 2022 vs. Jul, Aug, Sep 2021

EXHIBIT B

SEPTEMBER 2022			
<i>Date</i>	<i>Day</i>	<i>Total Passengers</i>	<i>Completed Rides</i>
1	Thu	110	72
2	Fri	152	100
3	Sat	211	113
4	Sun	110	70
5	Mon	40	29
6	Tue	101	71
7	Wed	76	55
8	Thu	86	61
9	Fri	134	85
10	Sat	132	81
11	Sun	56	46
12	Mon	54	44
13	Tue	95	68
14	Wed	82	66
15	Thu	68	58
16	Fri	69	55
17	Sat	98	67
18	Sun	56	44
19	Mon	70	54
20	Tue	74	56
21	Wed	65	53
22	Thu	59	44
23	Fri	85	61
24	Sat	75	54
25	Sun	97	68
26	Mon	59	50
27	Tue	8	7
28	Wed	0	0
29	Thu	78	59
30	Fri	99	64
		2,499	1,755

SEPTEMBER 2021			
<i>Date</i>	<i>Day</i>	<i>Total Passengers</i>	<i>Completed Rides</i>
1	Wed	92	61
2	Thu	90	57
3	Fri	179	85
4	Sat	178	79
5	Sun	100	59
6	Mon	0	0
7	Tue	109	76
8	Wed	95	69
9	Thu	115	72
10	Fri	181	102
11	Sat	139	73
12	Sun	87	49
13	Mon	0	0
14	Tue	89	69
15	Wed	90	63
16	Thu	112	65
17	Fri	143	79
18	Sat	124	70
19	Sun	96	59
20	Mon	0	0
21	Tue	94	57
22	Wed	58	48
23	Thu	82	57
24	Fri	141	76
25	Sat	111	65
26	Sun	47	32
27	Mon	0	0
28	Tue	87	58
29	Wed	68	45
30	Thu	57	46
		2,764	1,671

INCREASE / (DECREASE) from 2021 to 2022	
<i>Total Passengers</i>	<i>Completed Rides</i>
(265)	84
-10.60%	4.79%

ISLAMORADA, VILLAGE OF ISLANDS
Freebee Contract - Day of Week Ridership Analysis
Jul, Aug, Sep 2022 vs. Jul, Aug, Sep 2021

EXHIBIT B

Daily Averages

Jul, Aug, Sep 2022		
<i>Day</i>	<i>Total</i>	<i>Completed</i>
Mon	73	50
Tue	84	56
Wed	88	60
Thu	101	68
Fri	130	80
Sat	129	75
Sun	99	64

Jul, Aug, Sep 2021		
<i>Day</i>	<i>Total</i>	<i>Completed</i>
Mon	0	0
Tue	96	63
Wed	87	56
Thu	100	62
Fri	139	72
Sat	134	65
Sun	86	50

INCREASE / (DECREASE) from 2021 to 2022	
Total	Completed
Passengers	Rides
73	50
(12)	(7)
2	3
0	6
(9)	8
(6)	9
13	14

ISLAMORADA, VILLAGE OF ISLANDS
Freebee Contract - Ridership by Schedule Comparison
Jul, Aug, Sep 2022 vs. Jul, Aug, Sep 2021

EXHIBIT C

JULY 2022

<i>From (Time)</i>		<i>To (Time)</i>		<i>Requested</i>	<i>Completed</i>	<i>Not Served</i>
7:00	a.m.	8:00	a.m.	43	35	8
8:00	a.m.	9:00	a.m.	70	50	20
9:00	a.m.	10:00	a.m.	91	79	12
10:00	a.m.	11:00	a.m.	127	92	35
11:00	a.m.	12:00	p.m.	221	135	86
12:00	p.m.	1:00	p.m.	212	138	74
1:00	p.m.	2:00	p.m.	189	143	46
2:00	p.m.	3:00	p.m.	203	157	46
3:00	p.m.	4:00	p.m.	243	171	72
4:00	p.m.	5:00	p.m.	331	196	135
5:00	p.m.	6:00	p.m.	269	170	99
6:00	p.m.	7:00	p.m.	256	166	90
7:00	p.m.	8:00	p.m.	231	157	74
8:00	p.m.	9:00	p.m.	222	151	71
9:00	p.m.	10:00	p.m.	187	122	65
10:00	p.m.	11:00	p.m.	78	45	33
11:00	p.m.	12:00	a.m.	26	17	9
				2,999	2,024	975
				<i>% of Requested Not Served</i>		33%

JULY 2021

<i>From (Time)</i>		<i>To (Time)</i>		<i>Requested</i>	<i>Completed</i>	<i>Not Served</i>
7:00	a.m.	8:00	a.m.	0	0	0
8:00	a.m.	9:00	a.m.	0	0	0
9:00	a.m.	10:00	a.m.	0	0	0
10:00	a.m.	11:00	a.m.	37	31	6
11:00	a.m.	12:00	p.m.	152	111	41
12:00	p.m.	1:00	p.m.	159	112	47
1:00	p.m.	2:00	p.m.	182	141	41
2:00	p.m.	3:00	p.m.	174	133	41
3:00	p.m.	4:00	p.m.	221	139	82
4:00	p.m.	5:00	p.m.	215	133	82
5:00	p.m.	6:00	p.m.	250	165	85
6:00	p.m.	7:00	p.m.	281	180	101
7:00	p.m.	8:00	p.m.	232	144	88
8:00	p.m.	9:00	p.m.	182	103	79
9:00	p.m.	10:00	p.m.	198	121	77
10:00	p.m.	11:00	p.m.	140	72	68
11:00	p.m.	12:00	a.m.	41	28	13
				2,464	1,613	851
				<i>% of Requested Not Served</i>		35%

ISLAMORADA, VILLAGE OF ISLANDS
Freebee Contract - Ridership by Schedule Comparison
Jul, Aug, Sep 2022 vs. Jul, Aug, Sep 2021

EXHIBIT C

AUGUST 2022

<i>From (Time)</i>		<i>To (Time)</i>		<i>Requested</i>	<i>Completed</i>	<i>Not Served</i>
7:00	a.m.	8:00	a.m.	66	56	10
8:00	a.m.	9:00	a.m.	88	67	21
9:00	a.m.	10:00	a.m.	127	95	32
10:00	a.m.	11:00	a.m.	156	103	53
11:00	a.m.	12:00	p.m.	196	120	76
12:00	p.m.	1:00	p.m.	183	146	37
1:00	p.m.	2:00	p.m.	222	170	52
2:00	p.m.	3:00	p.m.	204	146	58
3:00	p.m.	4:00	p.m.	264	181	83
4:00	p.m.	5:00	p.m.	292	178	114
5:00	p.m.	6:00	p.m.	297	195	102
6:00	p.m.	7:00	p.m.	256	190	66
7:00	p.m.	8:00	p.m.	249	158	91
8:00	p.m.	9:00	p.m.	237	186	51
9:00	p.m.	10:00	p.m.	184	121	63
10:00	p.m.	11:00	p.m.	79	49	30
11:00	p.m.	12:00	a.m.	38	23	15
				3,138	2,184	954
				<i>% of Requested Not Served</i>		<i>30%</i>

AUGUST 2021

<i>From (Time)</i>		<i>To (Time)</i>		<i>Requested</i>	<i>Completed</i>	<i>Not Served</i>
7:00	a.m.	8:00	a.m.	0	0	0
8:00	a.m.	9:00	a.m.	0	0	0
9:00	a.m.	10:00	a.m.	0	0	0
10:00	a.m.	11:00	a.m.	48	37	11
11:00	a.m.	12:00	p.m.	151	120	31
12:00	p.m.	1:00	p.m.	137	117	20
1:00	p.m.	2:00	p.m.	157	123	34
2:00	p.m.	3:00	p.m.	188	149	39
3:00	p.m.	4:00	p.m.	215	139	76
4:00	p.m.	5:00	p.m.	230	151	79
5:00	p.m.	6:00	p.m.	210	148	62
6:00	p.m.	7:00	p.m.	263	171	92
7:00	p.m.	8:00	p.m.	200	139	61
8:00	p.m.	9:00	p.m.	196	130	66
9:00	p.m.	10:00	p.m.	122	90	32
10:00	p.m.	11:00	p.m.	72	53	19
11:00	p.m.	12:00	a.m.	40	30	10
				2,229	1,597	632
				<i>% of Requested Not Served</i>		<i>28%</i>

ISLAMORADA, VILLAGE OF ISLANDS
Freebee Contract - Ridership by Schedule Comparison
Jul, Aug, Sep 2022 vs. Jul, Aug, Sep 2021

EXHIBIT C

SEPTEMBER 2022

<i>From (Time)</i>		<i>To (Time)</i>		<i>Requested</i>	<i>Completed</i>	<i>Not Served</i>
7:00	a.m.	8:00	a.m.	70	57	13
8:00	a.m.	9:00	a.m.	70	65	5
9:00	a.m.	10:00	a.m.	105	84	21
10:00	a.m.	11:00	a.m.	111	78	33
11:00	a.m.	12:00	p.m.	142	96	46
12:00	p.m.	1:00	p.m.	144	111	33
1:00	p.m.	2:00	p.m.	186	139	47
2:00	p.m.	3:00	p.m.	192	155	37
3:00	p.m.	4:00	p.m.	205	152	53
4:00	p.m.	5:00	p.m.	211	142	69
5:00	p.m.	6:00	p.m.	206	134	72
6:00	p.m.	7:00	p.m.	192	138	54
7:00	p.m.	8:00	p.m.	190	141	49
8:00	p.m.	9:00	p.m.	150	113	37
9:00	p.m.	10:00	p.m.	122	91	31
10:00	p.m.	11:00	p.m.	62	35	27
11:00	p.m.	12:00	a.m.	49	24	25
				2,407	1,755	652
				<i>% of Requested Not Served</i>		<i>27%</i>

SEPTEMBER 2021

<i>From (Time)</i>		<i>To (Time)</i>		<i>Requested</i>	<i>Completed</i>	<i>Not Served</i>
7:00	a.m.	8:00	a.m.	0	0	0
8:00	a.m.	9:00	a.m.	0	0	0
9:00	a.m.	10:00	a.m.	0	0	0
10:00	a.m.	11:00	a.m.	71	54	17
11:00	a.m.	12:00	p.m.	156	130	26
12:00	p.m.	1:00	p.m.	140	116	24
1:00	p.m.	2:00	p.m.	168	137	31
2:00	p.m.	3:00	p.m.	148	114	34
3:00	p.m.	4:00	p.m.	198	139	59
4:00	p.m.	5:00	p.m.	218	138	80
5:00	p.m.	6:00	p.m.	234	157	77
6:00	p.m.	7:00	p.m.	270	197	73
7:00	p.m.	8:00	p.m.	254	168	86
8:00	p.m.	9:00	p.m.	172	113	59
9:00	p.m.	10:00	p.m.	185	123	62
10:00	p.m.	11:00	p.m.	108	67	41
11:00	p.m.	12:00	a.m.	25	18	7
				2,347	1,671	676
				<i>% of Requested Not Served</i>		<i>29%</i>

DISTRICT SIX GRANT APPLICATION PROGRAM

THE FOLLOWING INFORMATION MUST BE COMPLETED:

APPLICANT: MARIA T. BASSETT, ACTING VILLAGE MANAGER / FINANCE DIRECTOR

AGENCY NAME: ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

ADDRESS: 86800 OVERSEAS HIGHWAY

CITY, STATE, ZIP: ISLAMORADA, FL 33036

REQUEST INFORMATION:

REQUEST PROJECT TITLE: EXTENSION OF SERVICE HOURS – FREEBEE PUBLIC TRANSIT IN ISLAMORADA

PHASE TYPE (CAPITAL OR OPERATING): OPERATING

PROGRAM: PUBLIC TRANSIT SERVICE DEVELOPMENT PROGRAM

PREFERRED DATE OF CONTRACT: EFFECTIVE 7/1/2023

FUND REQUEST AMOUNTS FOR FISCAL YEAR 2024:

STATE: \$276,665.00 (ANNUALLY FOR THREE YEARS)

LOCAL: \$276,665.00 (ANNUALLY FOR THREE YEARS)

OTHER: _____

TYPE: _____

PROJECT DESCRIPTION

PROJECT TITLE: ISLAMORADA FREEBEE PUBLIC TRANSIT PROGRAM

PROVIDE AN IN-DEPTH PROJECT DESCRIPTION OF GRANT-RELATED PROGRAM BENEFITS, ADDITIONAL INFORMATION MAY BE ATTACHED AS DESCRIBED IN PROJECT JUSTIFICATION LISTED BELOW:

Islamorada, Village of Islands (the "Village") established a free of charge ridesharing transportation service for residents and tourists through a service contract with BEEFREE, LLC d/b/a FREEBEE beginning October 2018. The program is designed to address the traffic-related challenges experienced throughout the Village through provision of a safe, convenient, and reliable transportation alternative through which passengers are picked up at their requested location and more passengers may be picked up along the route to the destination. Only one road connects Islamorada to the other Keys in Monroe County, and the road provides the only ingress and egress to and from the Florida Keys. Specifically, the Village is located between mile marker 90.939 and mile marker 72.658 along the Overseas Highway (U. S. Highway #1). The Freebee service currently provides the ridesharing service with three (3) electric vehicles operating ten (10) hours a day each seven (7) days per week. Two (2) Tesla vehicles that seat up to seven passengers and one (1) 9-passenger van that accommodates a wheelchair are able to travel over the bridges from one Key to another to provide on-demand service requested through a smartphone application or by calling Freebee directly.

DISTRICT SIX GRANT APPLICATION PROGRAM

1. BRIEFLY DESCRIBE THE ACTIVITIES, SERVICES, OR PRODUCTS TO BE FUNDED BY THIS REQUEST AS WELL AS WHY ASSISTANCE IS BEING REQUESTED.

Effective with the availability of funding through this grant, July 1, 2023, the Village would like to expand its Freebee service hours so that all three vehicles begin service at 7:00 a.m. and end service at 12:00 a.m. seven days per week. The current schedule provides for one vehicle starting at 7:00 a.m., and the other two vehicles starting service at 12:00 p.m. The Village expects that as the community becomes aware that service begins at 7:00 a.m., demand for earlier service will increase. By only having one vehicle currently available able to accommodate 7 to 9 passengers at a time, wait time for early morning transit will be longer and there is risk of not being able to provide service.

Based on activities to date from the time operations began in October 2018, Freebee has determined that 65% of ridership is made up of local residents. Assistance is being requested because while the Village receives fuel taxes that can be applied to the costs of transportation-related expenditures, they are not sufficient to cover all of the Village's transportation-related costs, including maintenance of rights-of-way on the Overseas Highway, maintenance of roads in residential areas, maintenance of the Overseas Heritage Trail, and debt service payments for an asphalt overlay project. Grant funds through FDOT's Public Transit Service Development Program would allow the Village to continue a service proven beneficial to the community with expanded service hours. At the end of three years, the continued benefit to the community would be proven and demonstrated leading to support from the community and a willingness to pay for the program from other sources when grant funds may be limited or not available.

Current program costs:

2 Tesla 7-passenger vehicles and 1 9-passenger XL Van operating 10 hours each per day, 7 days per week (total 10,920 hours per year) = \$342,500.00/year / \$31.36 per hour

Proposed program costs:

2 Tesla 7-passenger vehicles and 1 9-passenger XL Van operating 17 hours each per day, 7 days per week (total 18,564 hours per year) = \$553,330/year / \$29.81 per hour

With expanded hours under contract renewal at 7/1/2023 to coincide with grant period of performance start, cost per hour would decrease. For services now, the Village is paying the full \$342,500.00 annual amount. With FDOT grant, the Village's annual amount would decrease to \$276,665.00 even though hours of service are increasing and cost will likely generally increase.

2. IS THIS PROJECT CONSISTENT, TO THE MAXIMUM EXTENT POSSIBLE, WITH LOCAL COMPREHENSIVE PLANS AND LONG RANGE TRANSPORTATION PLAN (LRTP)?

IF YES, PROVIDE LIST OF COMPREHENSIVE PLANS WHERE PROJECT IS CITED, DETAILING PAGE NO.

While not specifically cited in the Village's Comprehensive Plan, ridesharing services are a form of transportation vital to developing an integrated multi-modal transportation system. Goal 2-1 of the Village's Transportation Element in its Comprehensive Plan states that the Village shall develop and maintain an integrated multi-modal transportation system in the Village, which promotes mobility and accessibility and moves people and goods in a manner consistent with the local land use and environmental protection goals of the Village. The system shall be coordinated with proposed residential and commercial infill, redevelopment and revitalization efforts and stress multi-modal mobility and transportation choice for Village residents.

Policy 2-1.2.6 states that the Village will request that FDOT designate U. S. Highway #1 a constrained roadway. In doing so, use of ridesharing services becomes more vital because traffic volumes are reduced through use of ridesharing services.

3. IS THIS PROJECT IN A TRANSIT DEVELOPMENT PLAN OR FORMAL STUDY? No

IF SO, WHICH ONE(S):

DISTRICT SIX GRANT APPLICATION PROGRAM

PROJECT INFORMATION

4. HOW DOES PROJECT FACILITATE THE INTERMODAL OR MULTI-MODAL MOVEMENT OF PEOPLE AND GOODS?

The Dade-Monroe Express provides bus service to and from Miami-Dade County into Monroe County seven days a week. The bus has stops in Key Largo, Tavernier, Islamorada, and Marathon along U. S. Highway #1. The Freebee public transit service is available to Dade-Monroe Express patrons to take them from bus stop locations to on-demand locations within Islamorada.

The Village is considering development of a municipal parking garage or lot that would serve as a transportation hub for Freebee. To lessen traffic on the Overseas Highway in Islamorada, visitors could park at the garage / lot and then take Freebee or other modes of transportation to local businesses and venues.

5. DESCRIBE IMPACT OF PROJECT TO OVERALL TRANSPORTATION SYSTEM.

The Freebee public transit system within Islamorada operating at the expanded hours would reduce trips on the Overseas Highway by almost 3,000 trips per month or 100 trips per day servicing up to 5,000 passengers per month. In Islamorada, where traffic is often backed up due to heavy tourism, reduction of trips needs to be prioritized. Many users want to avoid the stress and risk of driving on the Overseas Highway, where accidents occur almost daily. If those 5,000 passengers were riding in personal vehicles, congestion issues on the Overseas Highway would be greater.

6. DESCRIBE SIGNIFICANCE OF PROJECT TO LOCAL AREA.

Islamorada is 18 miles long and spans four islands. Getting from one end of Islamorada to the other can take a long time when traffic volumes are high. Additionally, a drawbridge across Snake Creek can cause traffic back-ups and delays for miles many times per day. Utilization of the Freebee service enables multiple passengers to travel together to run errands and do grocery shopping from one end of Islamorada to the other. Islamorada and the Florida Keys are designated areas of critical state concern due to the environmental sensitivity of the islands and surrounding waters. Implementing programs, like Freebee for public transit, that promote environmental sustainability and protection send an important message to visitors, tourists, property owners and local residents and demonstrate the Village's commitment to meeting the state requirements and restrictions on areas of critical concern.

7. DESCRIBE CONDITION OF EXISTING FACILITY (IF APPLICABLE). N/A

8. INCLUDE ANY ADDITIONAL JUSTIFICATION

Islamorada is environmentally sensitive and part of the Florida Keys, which is an area of critical state concern. This means that cost of living and cost of all services is higher than in other areas of Florida, including South Florida. The local governments in the Florida Keys have an obligation to consider alternatives to development and transportation that protect the environment regardless of cost. The intent of the Freebee service is to demonstrate the Village's concern for the environment and promotion of alternative energy vehicles. Funding from FDOT for the public transit program would demonstrate the State's support of the Village's efforts to meet obligations imposed upon it as an area of critical state concern.

Many Americans do not have access to electric vehicles for transportation nor have they ever experienced riding in an electric vehicle. When tourists take Freebee and see what it's like to travel in an electric vehicle, this may influence users to purchase electric vehicles for personal use thereby fulfilling the federal government's goals of reducing carbon emissions, promoting sustainable transportation alternatives, and limiting effects of climate change. Islamorada is the origin of happy memories for tourists and visitors; those memories can include the unique experience of electric vehicle transportation.

DISTRICT SIX GRANT APPLICATION PROGRAM

PUBLIC TRANSIT PROJECT INFORMATION (ONLY)

1. IF THIS IS A PUBLIC TRANSIT PROJECT-IS IT LISTED IN MOST RECENT TRANSIT DEVELOPMENT PLAN?

In October 2020, Monroe County adopted a Transportation Master Plan to provide recommendations for improvements on U. S. Highway #1 to address transportation level of services issues and improve traffic in Monroe County. At a Village Council meeting on November 18, 2021, representatives from Monroe County requested that the Village identify priority transportation projects from the Master Plan to be considered by the Florida Keys Transportation Coordination Committee and the Monroe County Board of County Commissioners. Islamorada's priority projects included creation of a Park-n-Ride hub parking area to promote alternative modes of transportation within Islamorada and serve as a base for potentially expanded Freebee Services.

2. IS THIS PROJECT ROUTE-RELATED? No, the service is on-demand.

THIS SERVICE IS:

3. WILL THIS PROJECT HAVE BUS RAPID TRANSIT ELEMENTS?

The Freebee service provides users of the Dade-Monroe Express with transportation within the limits of the Village after arriving in Islamorada in order to be able to patronize business or to get to work locations in the Village.

TYPES OF BUS RAPID TRANSIT ELEMENTS:

Running Ways:	Type:	
Stations:	Type:	
Fare Collection:	Type:	
Vehicles:	Type:	
Route Structure and Schedule:	Type:	Dade-Monroe Express bus service
Advanced Technology:	Type:	
Signal Priority:	Type:	

4. WILL SERVICE BE PROVIDED ON TRANSIT EMPHASIS CORRIDOR: YES

CORRIDOR NAME: Overseas Highway / U S Highway #1

EXPECTED # OF TRIPS:	EXPECTED HEADWAYS:	EXPECTED PEAK TIMES:
2,785 / month	15 minutes wait time	7:00 AM to 10:00 AM 3:00 PM to 6:00 PM

5. DOES THIS PROJECT HAVE LOCAL SUPPORT?

Yes, when considering the service and entering into a contract with Freebee, public comment expressing support for and need for the service was expressed and considered by the Village Council. 65% of riders are local residents. Monroe County is developing its own Freebee public transit program based on the success of Islamorada's program.

The Village provided Freebee a location for installation of charging stations and overnight parking of its electric vehicles. The Village pays for the costs of electricity to the charging stations. Provision of the charging station site and coverage of electric costs was included in the current contract and approved by the Village Council.

6. WILL THE PROJECT PROVIDE REGIONAL OR LOCAL SERVICE?

Local on-demand service within the limits of Islamorada extended to medical facilities in Tavernier north of MM 90, including the Good Health Clinic and Mariner's Hospital.

DISTRICT SIX GRANT APPLICATION PROGRAM

7. LIST EXPECTED PROJECT TARGET GOALS AND HOW THEY WILL BE MONITORED.

The expected project target goal is to decrease the number of individual trips by vehicle within the 18-mile length of Islamorada through an on-demand service that is safe, reliable, and convenient. By expanding the hours to provide more Freebee vehicles available at 7:00 a.m. until 12:00 a.m., hospitality, marine industry and office workers will be better able to get to and from work instead of only having a ride one-way. The current schedule provides for one vehicle beginning service at 7:00 a.m. As more users realize service starts at 7:00 a.m., requests will increase. With only one vehicle available, the wait times will be longer or needs for transportation will not be met. Focus in Islamorada is to get cars off the road to combat traffic backups and delays, decrease carbon emissions and effects of resulting sea level rise, especially as an environmentally sensitive area of critical state concern.

8. LIST POTENTIAL TRIP GENERATORS, ACTIVITY CENTERS TO BE SERVED AND EXPECTED RIDERSHIP.

TRIP GENERATORS	MAJOR ACTIVITY CENTERS	EXPECTED RIDERSHIP
- Hospitality workers who have to get to work early in the morning and those who start later shifts in the afternoon until late at night. - Mates who work on charter boats and need to get to marinas early in the morning - Locals and tourists who want to patronize local restaurants and bars but do not want to risk a DUI - Elderly residents who need to go to the grocery store	Coral Shores High School Islamorada's Founders Park Morada Way Arts District World-Wide Sportsman Publix Supermarket Islamorada Chamber of Commerce Islamorada, Village Hall History of Diving Museum, Theater of the Sea, Florida Keys History & Discovery Center, Bud N Mary's Marina, Robbie's Marina	1st SIX MONTHS: 30,000 passengers 1st YEAR: 60,000 passengers

9. DESCRIBE MARKETING STRATEGIES FOR PROJECTED SERVICE.

The Village publicizes the Freebee public transit service on its web site and on its social media pages. Staff is going to create flyers containing QR-Codes for distribution to the Islamorada Chamber of Commerce to provide to its membership, for distribution to other local agencies and organizations, and for distribution to restaurants, bars and other businesses enabling the public to download the Freebee application and obtain information quickly regarding availability of service. The Village will promote the earlier start time for Freebee vehicles.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

1000 NW 111th Avenue
Miami, FL 33172-5800

JARED W. PERDUE, P.E.
SECRETARY

October 26, 2022

Ms. Maria T Bassett, Acting Village Manager/ Finance Director
Islamorada, Village of Islands, Florida
86800 Overseas Highway
Islamorada, Florida 33036

SUBJECT: NOTICE OF GRANT AWARD (NOGA) - SFY 2024
PUBLIC TRANSIT SERVICE DEVELOPMENT PROGRAM APPLICATION
FM#: 452162-1-84-01

Dear Ms. Bassett:

The Florida Department of Transportation (FDOT) conducted an evaluation of your submitted proposal per Sections 341.051, 20.23(3)(a) and 334.048(3), Florida Statutes (F.S.), and Rule Chapter 14-73, Florida Administrative Code (F.A.C.), Public Transportation. Based on the established criteria and available funding sources, Islamorada, Village of Islands, has been awarded Service Development Program funds for the below project:

Award Description	Total Budget	Awarded Funding
Islamorada, Village of Islands - Freebee Extension of Service Hours	\$553,330.00	\$276,665.00

Please be advised that the funding award cited above requires local funds from the Islamorada, Village of Islands to match the State funds programmed. Therefore, please provide certification of available local funds in the amount of \$276,665.00 to the District no later than **January 1, 2023**. Funding is subject to the availability of an annual appropriation by the Florida Legislature (the spending authority). Prior to commencement of any work or services, Islamorada, Village of Islands must enter into a State Funded Agreement with FDOT.

Should you have any queries or need additional information, please feel free to contact me at (305) 470-5255 or via email at Raymond.freeman@dot.state.fl.us or Simon Huang at (305) 470-5496 or via email at Simon.huang@dot.state.fl.us.

Regards,

Raymond Freeman
District Six Passenger Operations Manager

Cc: Nilia Cartaya, Florida Department of Transportation
Josenie Bermudez, Miami-Dade Transportation Planning Organization

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/20

Financial Project Number(s): (item-segment-phase-sequence) <u>446660-1-84-01</u>	Fund(s): <u>Work Activity Code/Function:</u> <u>Federal Number/Federal Award</u> <u>Identification Number (FAIN) – Transit only:</u>	DPTO <u>215</u>	FLAIR Category: <u>088774</u>
	<u>Federal Award Date:</u>		Object Code: <u>751000</u>
Contract Number: <u>G1U22</u>	<u>Agency DUNS Number:</u>	<u>028311178</u>	Org. Code: <u>55062020629</u>
CFDA Number: <u>N/A</u>			Vendor Number: <u>F651083493003</u>
CFDA Title: <u>N/A</u>			
CSFA Number: <u>55.012</u>			
CSFA Title: <u>Public Transit Service Development Program</u>			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into 5/13/2021 | 12:51 PM EDT, by and between the State of Florida, Department of Transportation, ("Department"), and Town of Miami Lakes, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.051, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Service Development Program funds awarded to the Town of Miami Lakes for the Miami Lakes Freebee Public Transit Service Expansion., as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☐ Aviation
- ☐ Seaports
- ☒ Transit
- ☐ Intermodal
- ☐ Rail Crossing Closure
- ☐ Match to Direct Federal Funding (Aviation or Transit)
- ☐ (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ Other

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance
- ☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

___ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through December 31, 2022. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ___ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the ___ day of ___, or within ___ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

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- a. The estimated total cost of the Project is \$343,460. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$171,730 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

☒ Travel expenses are NOT eligible for reimbursement under this Agreement.

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

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f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

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- k. Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- o. Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

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in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d. ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e. ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

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best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

- 13. Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

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- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

- 15. Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

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inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an

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audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial

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assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract 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 a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract 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.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract 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 a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- d. Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. E-Verify.** The Agency shall:
 - i.** Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii.** Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a.** It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and

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persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement.”

- b. The Agency shall provide Workers’ Compensation Insurance in accordance with Florida’s Workers’ Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers’ Compensation Insurance for their employees in accordance with Florida’s Workers’ Compensation law. If using “leased employees” or employees obtained through professional employer organizations (“PEO’s”), ensure that such employees are covered by Workers’ Compensation Insurance through the PEO’s or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida’s Workers’ Compensation law.

- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an “occurrence” basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department’s approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad

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shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an

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updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY Town of Miami Lakes

By: _____

Name: **Edward Pidermann**
Town Manager

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

DocuSigned by:

By: _____

Name: **Iglesias, Daniel**

Title: D6 - Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

DocuSigned by:

Alicia Trujillo

12CAF0E1B1DB4BC...

To: raymond.freeman@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G1U22

1/27/2021

CONTRACT INFORMATION

Contract:	G1U22
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	TOWN OF MIAMI LAKES
Vendor ID:	F651083493003
Beginning Date of This Agreement:	01/26/2021
Ending Date of This Agreement:	12/31/2022
Contract Total/Budgetary Ceiling:	ct = \$171,730.00
Description:	TOWN OF MIAMI LAKES - MIAMI LAKES FREEBEE PUBLIC TRANSIT SERVICE EXPAN

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 1/27/2021

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55062020629
Expansion Option:	A1
Object Code:	751000
Amount:	\$171,730.00
Financial Project:	44666018401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2021
Budget Entity:	55100100
Category/Category Year:	088774/21
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$171,730.00

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**PUBLIC TRANSPORTATION
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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Service Development Program funds awarded to the Town of Miami Lakes for the Miami Lakes Freebee Public Transit Service Expansion Project. Grant funds will

assist the Town to expand its existing public transit service through the addition of a ~~16~~ ^{11-Passenger} Freebee shuttle, extend service hours, and extend routes to accommodate peak hour on-demand response service to connect passengers to

Regional Transit.

B. Project Location (limits, city, county, map): Town of Miami Lakes/Miami Lakes, FL/Miami-Dade

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): "Service Development Projects specifically include projects involving the use of new technologies, services, routes, or vehicle frequencies; the purchase of special transportation services, and other such techniques for increasing service to the riding public as are applicable to specific localities and transit user groups. Projects involving the application of new technologies or methods for improving operations, maintenance, and marketing in public transit systems can be funded through the Service Development program. Eligible capital costs are any costs that would be defined as capital costs by the Federal Transit Administration. Examples would include, but not be limited to: the acquisition of buses for fleet and service expansions; transfer facilities; intermodal terminals and park and ride facilities; and passenger amenities, such as passenger shelters and bus stop signs. Eligible net operating costs are all operating costs of a project; less any federal funds, fares, or other sources of income to the project."

D. Deliverable(s): Project will assist the Town to expand its existing public transit service through the addition of a ~~16~~ ^{11-Passenger} Freebee shuttle, extend service hours, and extend routes to accommodate peak hour on-demand response service to connect passengers to Regional Transit.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): N/A

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

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GRANT AGREEMENT EXHIBITS**

EXHIBIT B

**Schedule of Financial Assistance
TRANSIT OPERATING ONLY**

FUNDS AWARDED TO THE AGENCY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Project Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
446660-1-84-01	DPTO	088774	2021	751000	55.012	Service Development Program	\$171,730
Total Financial Assistance							\$171,730

B. Operations Phase - Estimate of Project Costs by Budget Category:

Budget Categories <i>Operations (Transit Only) *</i>	State	Local	Federal	Total
Salaries	\$0	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0	\$0
Contractual Services	\$171,730	\$171,730	\$0	\$343,460
Travel	\$0	\$0	\$0	\$0
Other Direct Costs	\$0	\$0	\$0	\$0
Indirect Costs	\$0	\$0	\$0	\$0
Totals	\$171,730	\$171,730	\$0	\$343,460

* Budget category amounts are estimates and can be shifted between items without amendment (because they are all within the Operations Phase).

C. Cost Reimbursement

The Agency will submit invoices for cost reimbursement on a:

☐ Monthly
☒ Quarterly
☐ Other: N/A

basis upon the approval of the deliverables including the expenditure detail provided by the Agency.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Raymond Freeman

Department Grant Manager Name

Raymond Freeman

5/11/2021 | 2:50 PM EDT

Signature

Date

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

RESOLUTION NO. 19- 1608

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO AUTHORIZE THE TOWNMANAGER TO APPLY FOR AND ACCEPT THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PUBLIC TRANSIT SERVICE DEVELOPMENT PROGRAM GRANT; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE PUBLIC TRANSIT SERVICE DEVELOPMENT PROGRAM GRANT; AUTHORIZING THE MANAGER TO APPLY FOR ANNUAL RENEWALS; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (PIDERMANN)

21 May 19
day of May, 2019
Town of Miami Lakes
Certified copy

WHEREAS, a key component to the Town of Miami Lakes (the “Town”) overall transportation strategic plan, as described in Resolution 15-1330, is the pursuit of alternative strategies to the Town’s then existing on demand bus services; and

WHEREAS, in the past year, the Town has phased out its on-demand bus services and replaced the same with Freebee Ridesharing Program (“Freebee”); and

WHEREAS, throughout this phase, demand for Freebee has steadily increased surpassing the use of the on demand bus services; and

WHEREAS, the Florida Department of Transportation (“FDOT”) created the Public Transit Service Development Program Grant (the “Grant”) in order to assist local communities with the implementation of projects and purchase of vehicles aimed at providing alternative and innovative transportation solutions; and

WHEREAS, if granted, the Grant will provide up to \$172,000.00 in funding (50% of \$344,000.00 total project cost), and provide the opportunity for two (2), one (1) year renewals (maximum of \$516,000.00 if renewed for two additional years); and

WHEREAS, if granted, the Grant will help the Town fund its current Freebee fleet, and expand its public transportation program via Freebee; and

WHEREAS, the Grant requires fifty-percent (50%) matching funds from the Town; and

WHEREAS, matching monies are available from the Peoples Transportation Plan Fund;

WHEREAS, the Town Council desires to authorize the Town Manager to apply for the the Florida Department of Transportation Public Transit Service Development Program Grant, and if awarded, to accept the grant, and execute an agreement with the Florida Department of Transportation, apply for and execute annual renewals of the grant, and provide the necessary match funding required by the grant.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section1. Recitals. The foregoing Recitals are true and correct and incorporated herein by this reference.

Section2. Apply for and Accept Grant. The Town Council hereby authorizes the Town Manager to apply for Florida Department of Transportation Public Transit Service Development Program Grant and if awarded, execute such grant agreements, and other contracts and documents as necessary, including annual applications for grant extensions, and execution of the annual grant extensions, and take such other acts as may be necessary to bind the Town and accomplish the intent of this Resolution.

Section 3. Authorization of Town Officials. The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Florida Department of Transportation Public Transit Service Development Program Grant. The Town Clerk is hereby directed to send copies of this Resolution to any person or agency as directed by the Town Council of the Town of Miami Lakes.

Section4. Authorization of Matching Funds. If awarded the grant, the Town agrees to commit up to \$172,000 annually of budgeted funds, as matching funds to implement the terms and conditions of the Agreement.

Section 5. Execution of the Agreement. The Town Manager is authorized to execute the Agreement with Florida Department of Transportation on behalf of the Town.

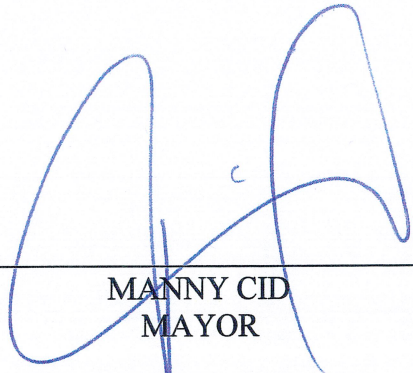
21 day of May, 2019
Town of Miami Lakes
Certified Copy

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

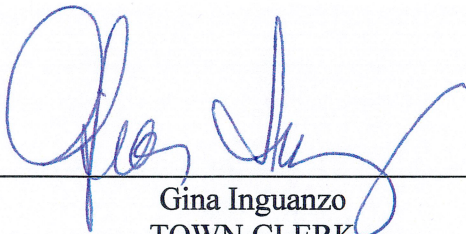
Passed and adopted this 14th day of May 2019

The foregoing resolution was offered by Vice Mayor Rodriguez who moved its adoption. The motion was seconded by Councilmember Dieguez and upon being put to a vote, the vote was as follows:

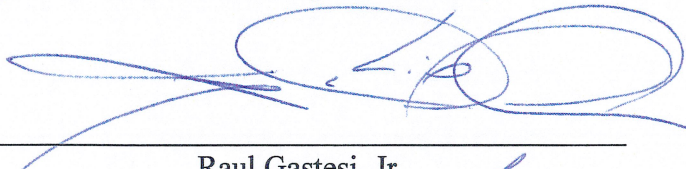
Mayor Manny Cid	<u>yes</u>
Vice Mayor Nelson Rodriguez	<u>yes</u>
Councilmember Carlos O. Alvarez	<u>yes</u>
Councilmember Luis Collazo	<u>yes</u>
Councilmember Josh Dieguez	<u>yes</u>
Councilmember Jeffrey Rodriguez	<u>yes</u>
Councilmember Marilyn Ruano	<u>yes</u>



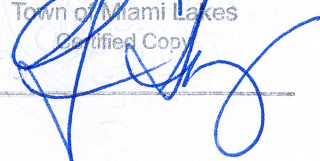
MANNY CID
MAYOR

Attest:


Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:


Raul Gastesi, Jr.
TOWN ATTORNEY

21st day of May, 2019
Town of Miami Lakes
Certified Copy


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**EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT**

(Service Development)

- 1. Conformance with Enabling Legislation.** This Agreement is in conformance with Section 341.051, F.S.
- 2. Bus Transit System.** In accordance with Section 341.061, F.S., and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety Program Plan pursuant to Rule Chapter 14-90, F.A.C., and has performed annual safety inspections of all buses operated.
- 3. Transit Vehicle Inventory Management.** The agency will follow the Department's Transit Vehicle Inventory Management Procedure (725-030-025), which outlines the requirements for continuing management control, inventory transfer and disposal actions. This procedure pertains ONLY to capital procurements of rolling stock using the FTA Section 5310, Section 5311, Section 5316, and Section 5317 programs as the funding source, or where the Department participates in 50% or more of the public transit vehicle's purchase price. This may include vehicles purchased under the State Transit Block Grant Program, State Transit Corridor Program, State Transit Service Development Program, or other applicable Department programs.
- 4. Progress Reports.** The Agency will submit Semi-Annual Progress Reports on monthly ridership data. Reports are due no later than January 30th for the period ending December 31st and July 30th for the period ending June 30th.
- 5. Project Goals and Service Data.** The Agency must report on work efforts and provide a detailed, side-by-side comparison of the project goals and actual service data.
- 6. Submittal of Proposed Timeline.** The Agency will submit a Proposed Time Line for Service Development Activities prior to the commencement of the project.
- 7. Final Report.** At any time when it becomes necessary to terminate the project or at the end of the two years, a Final Report will be submitted by the Agency. This report will accompany the Final Invoice for reimbursement. The Final Report will include the following:
 - a) An evaluation of the attainment of the goals and objectives.
 - b) The reasons any of the goals were not met.
 - c) The benefit accrued by the Agency.
 - d) A statement of the Agency's intent to continue with the service demonstrated.

-- End of Exhibit E --

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EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Public Transit Service Development Program
CSFA Number: 55.012
***Award Amount:** \$171,730

*The award amount may change with amendments

Specific project information for CSFA Number 55.012 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.012 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

AGREEMENT

THIS IS AN AGREEMENT, dated the ____ day of _____, 2023, between:

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

and

BEEFREE, LLC,
a limited liability company d/b/a FREEBEE , authorized to do
business in the State of Florida, hereinafter "CONTRACTOR."

WITNESSETH:

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

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 The VILLAGE is in need of an independent contractor to provide transportation services to residents and tourists within the Village.

1.2 CONTRACTOR has developed a service to provide no-fare local transportation utilizing electric vehicles ("Freebees") and has implemented the environmentally friendly transit service in several South Florida communities.

1.3 The VILLAGE approved a six-month trial period for the Freebee services limited to Upper Matecumbe Key, assigned funds in the Fiscal Year 2018-2019 Budget to fund the services, and subsequently approved a two-month extension of the trial period.

1.4 The trial period for CONTRACTOR's Freebee service from November 29, 2018 to May 28, 2019, which was subsequently extended to July 31, 2019, has been popular with both residents and visitors, and residents requested expansion of Freebee services to provide transportation to all four (4) islands of the Village.

1.5 On July 8, 2019, the VILLAGE received a proposal from CONTRACTOR to continue providing and expanding mobile application-based transportation and marketing services to VILLAGE residents, tourists, and visitors via CONTRACTOR's 100% electric and customized low-speed vehicles known as "Freebees" (the "Services").

1.6 On July 18, 2019, the Village Council of Islamorada, Village of Islands adopted Resolution No. 19-07-48, thereby accepting the proposal from CONTRACTOR and authorizing the Village to negotiate an Agreement with CONTRACTOR for the proposed services.

1.7 The Village and CONTRACTOR entered into an Agreement on October 15, 2019 that provided for a term of twenty-four (24) months from the date of delivery and deployment of new vehicles able to travel Village-wide. The Agreement was extended by two (2) months in acknowledgement of a two-month suspension of services and payments during the COVID-19 pandemic, and it terminated on May 31, 2022.

1.8 On May 12, 2022, the Village Council approved an agreement between VILLAGE and CONTRACTOR for the continued provision of the Services through June 30, 2023, for seventy (70) hours per week according to a staggered schedule whereby all three vehicles would operate different hours, and for a total annual cost of \$731,046.00.

1.9 VILLAGE and CONTRACTOR desire to enter into an Agreement for the continued provision of the Services as set forth herein, including expanded service hours.

1.9 The Village Manager is authorized to execute an agreement with CONTRACTOR for services related to the scope of work set forth in the Rates and Services Addendum attached hereto as Exhibit "A" and as more particularly described herein.

ARTICLE 2 SCOPE OF WORK

2.1 The CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in the Rates and Services Addendum, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A".

2.2 CONTRACTOR hereby represents to VILLAGE, with full knowledge that VILLAGE is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

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

2.4 None of the work or services under this contract shall be subcontracted beyond that shown on List of Major Sub-contractors submitted to the VILLAGE by CONTRACTOR, unless CONTRACTOR obtains prior written consent from the VILLAGE. Approved subcontractors shall be subject to each provision of this contract and CONTRACTOR shall be responsible and indemnify the VILLAGE for all subcontractors' acts, errors or omissions.

ARTICLE 3
TERM

3.1 The CONTRACTOR shall commence services as directed by VILLAGE and in accordance with a project implementation timeline to be provided to CONTRACTOR by the VILLAGE. CONTRACTOR shall perform all services in a timely manner in accordance with the project timeline and as stated in Exhibit "A" to this Agreement.

3.2 This Agreement and the services hereunder shall commence on July 1, 2023.

3.3 Anything to the contrary notwithstanding, minor adjustment to the timetable for completion approved by VILLAGE in advance, in writing, will not constitute a delay by CONTRACTOR. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONTRACTOR shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONTRACTOR for which liquidated damages are due.

ARTICLE 4
CONTRACT SUM

4.1 The VILLAGE hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for services rendered in accordance with the Rates and Services Addendum attached hereto as Exhibit "A", and as directed by VILLAGE. Prices for work completed by the CONTRACTOR shall be as reflected in CONTRACTOR's Rates and Services Addendum attached hereto and made a part hereof as Exhibit "A". A total contract price hereto is referred to as Contract Sum and shall not exceed **Five Hundred Fifty-three Thousand Three Hundred and no/100 Dollars (\$553,300.00)** per annum.

4.2 The VILLAGE will make payments to CONTRACTOR for completed and proper services rendered, and in the amounts stated in Exhibit "A".

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

ARTICLE 5
CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the VILLAGE nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the Village prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days prior written notice has been given to the VILLAGE. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Financial Ratings must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

5.4 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the VILLAGE. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, 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 contract 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.

5.5 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: 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 - \$1,000,000 per occurrence;
- c) Automobile Liability Insurance - \$1,000,000 per occurrence, \$1,000,000 per Accident for bodily injury and \$1,000,000 per accident for property damage.

5.6 The CONTRACTOR shall hold the VILLAGE, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of CONTRACTOR's negligent operations in completing this Agreement and name the VILLAGE as an additional insured under their policy.

5.7 The VILLAGE reserves the right to require any other insurance coverage that VILLAGE determines reasonably necessary depending upon the exposures, and shall provide a thirty (30) day written notice to CONTRACTOR if any changes to insurance obligations are required. Notwithstanding the foregoing, in the event the VILLAGE requires any change in insurance coverage or additional insurance coverage which exceeds the scope of coverage or coverage limits expressly required under this Agreement, CONTRACTOR may, in its sole discretion, terminate this Agreement without further obligation by providing thirty (30) days' prior written notice to VILLAGE. In the event of such termination, CONTRACTOR shall be paid for all work satisfactorily performed through the date of termination.

ARTICLE 6 PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the VILLAGE's property and properties from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

ARTICLE 7 CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the VILLAGE from and against any and all liability and responsibility in connection with the above-mentioned matters and CONTRACTOR further

agrees not to sue or seek any money or damages from VILLAGE in connection with the above-mentioned matters, except in the event that the VILLAGE fails to pay to CONTRACTOR the fees and costs as provided for in Article 4 herein.

7.2 The CONTRACTOR agrees to indemnify 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, unless arising out of the grossly negligent or intentional acts of the VILLAGE. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, 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 contract 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.

7.3 If a court of competent jurisdiction holds the Village liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the Village may possess. The Village specifically reserves all rights as against any and all claims that may be brought.

ARTICLE 8 INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the VILLAGE's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the VILLAGE and the VILLAGE will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9 PERFORMANCE BOND

9.1 No performance bond shall be required under this Agreement.

ARTICLE 10 CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

10.1 The VILLAGE or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the VILLAGE and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity

prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information:

AGREEMENT NAME
DESCRIPTION OF AMENDMENT
ESTIMATED COST FOR ADDITION OR CHANGE TO AGREEMENT

10.2 Notwithstanding the foregoing, neither party shall be under any obligation to agree to any changes that would increase, decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreement. However, in no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 11
TERM AND TERMINATION

11.1 The Term of this Agreement shall be for a period of twelve (12) months and shall take effect as set forth in the Rate and Services Addendum set forth in Exhibit "A" hereto.

11.2 Notwithstanding the Term set forth in Section 11.1 above, this Agreement may be terminated by either party for convenience upon forty-five (45) days written notice. If this Agreement is terminated by either party for convenience, the CONTRACTOR shall be paid its compensation for services performed to the termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated in a manner not permitted under the terms of this Agreement, he shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full contracted fee amount. 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, except to the extent that such items constitute CONTRACTOR's trade secrets or proprietary information, which are and shall remain the exclusive property of CONTRACTOR.

11.3 This Agreement may be terminated by either party for cause upon fifteen (15) days written notice by the party not in default providing the defaulting party with a specific description of the default and an opportunity to cure. If this Agreement is terminated by either party for cause, the CONTRACTOR shall be paid its compensation for services satisfactorily performed to the termination date.

11.3 The Term of this Agreement may be extended upon mutual written Agreement of CONTRACTOR and the VILLAGE for an two (2) additional terms of twelve (12) months, subject to approval by the Village Council.

ARTICLE 12
CONTRACT DOCUMENTS

12.1 CONTRACTOR and VILLAGE hereby agree that the following Specification and Contract Documents, 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; CONTRACTOR's Rates and Services Addendum for transportation services to residents and tourist within the Village as set forth in and made a part of this Agreement as Exhibit "A"; and all other exhibits thereto.

ARTICLE 13
MISCELLANEOUS

13.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

13.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of VILLAGE. For purposes of this Agreement, any change of majority ownership of CONTRACTOR shall constitute an assignment which requires VILLAGE approval, which shall not be unreasonably withheld. However, this Agreement shall run to the VILLAGE and its successors and assigns.

13.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by VILLAGE and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by VILLAGE of any fees or expenses based upon such entries.

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.

e. Notwithstanding any of the foregoing, the VILLAGE shall maintain the confidentiality of any records or information that constitutes a trade secret or proprietary information and is exempt from disclosure, pursuant to Section 815.045, Florida Statutes.

13.4 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of VILLAGE, except to the extent that such items constitute CONTRACTOR's trade secrets or proprietary information, which are and shall remain the exclusive property of CONTRACTOR. Nothing contained in this provision should be construed as providing VILLAGE any property rights in CONTRACTOR's mobile application or its underlying source code.

13.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

13.6 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: Attn: Jason Spiegel
BEEFREE, LLC
2312 N. Miami Avenue
Miami, Florida 33127

13.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13.8 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

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

13.10 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

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

13.12 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Sixteenth Judicial Circuit Court in and for Monroe County.

13.13 Attorney's Fees. To the extent authorized by law, in the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

13.14 Extent of Agreement. This Agreement together with Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement between the VILLAGE and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

13.15 Waiver. Failure of the VILLAGE or CONTRACTOR 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.

(This space is intentionally left blank)

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, FL

By: _____
Print Name: _____
Print Title: _____
Date: _____

AUTHENTICATION:

Village Clerk

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

Village Attorney

CONTRACTOR

WITNESSES:

By: _____
Jason Spiegel on behalf of BEEFFREE, LLC

ATTEST:

SECRETARY

STATE OF _____)
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official _____, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this ____ day of _____, 2022.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT “A”

BEEFREE, LLC

“RATES AND SERVICES ADDENDUM”

(Rates and Services Addendum for “Freebee” Transportation Services)

This Rates and Services Addendum (“Addendum”) supplements the Agreement between BEEFREE, LLC (“BEEFREE”) and ISLAMORADA, VILLAGE OF ISLANDS (“the VILLAGE”), made and entered into on the ____ day of _____, 2023 (the “Agreement”). This Addendum is subordinate to, and fully incorporates the terms and conditions of the Agreement, unless expressly stated otherwise herein. In consideration of the promises and covenants contained herein, and for good and valuable consideration, BEEFREE and VILLAGE (collectively, the “Parties”), intending to be legally bound, hereby agree as follows:

1. **Term.** The term of the Services set forth under this Addendum shall commence on July 1, 2023, and shall remain in full force and effect for twelve (12) months (the “Term”) through June 30, 2024, unless terminated sooner or extended pursuant to the terms of the Agreement.
2. **Services.** This Addendum is limited in scope to the following services (the “Services”), which BEEFREE agrees to provide to VILLAGE at the rates specified herein (the “Rates”):
 - a. BEEFREE will provide three (3) “Freebee” vehicles (One (1) XL van and two (2) Tesla X vehicles) dedicated to VILLAGE (the “Vehicles”) for the duration of the Term. At least one of the Vehicles dedicated to VILLAGE will be wheelchair accessible, and BEEFREE will otherwise use its best efforts to be and remain in compliance with all Americans with Disabilities Act (“ADA”) requirements. BEEFREE shall be responsible for providing appropriate training to its drivers who will be operating the wheelchair accessible Vehicle, including but not limited to, training as to the operation of the ramping system and securing of wheelchairs.
 - b. BEEFREE will operate the Vehicles within VILLAGE’s designated service area at all times during VILLAGE’s operating hours (weather and conditions permitting) as reflected in Section 5 herein, with the exception being when a driver takes their thirty (30) minute meal break. At such times during a driver break, two (2) vehicles will be in operation and BEEFREE will try to limit this to downtime in service. BEEFREE agrees that, to the extent feasible, at all times during VILLAGE’s operating hours, at least one (1) wheelchair-accessible Vehicle will be available to accommodate passengers, upon request, and BEEFREE will operate the ramping system and secure any wheelchairs to the vehicle should such accommodations be requested.
 - c. Prior to the beginning of the Term, BEEFREE will add VILLAGE as an additional insured on BEEFREE’s automobile insurance policy (of at least \$1 million), and on BEEFREE’s general liability policy (of at least \$3 million). VILLAGE will remain as an additional insured on said policies throughout the Term. BEEFREE must also otherwise comply with the insurance requirements as set forth in the Agreement.

- d. BEEFREE will assist VILLAGE in developing a marketing plan to encourage ridership on the Vehicles during the Term.
 - e. Beginning with the first month of the Term and continuing for each month of the Term thereafter, BEEFREE will provide VILLAGE with a monthly report showing data and analytics related to ridership in the Vehicles for the preceding month(s). BEEFREE will provide these reports within ten (10) business days of the last day of each month, unless another time frame is agreed to between the Parties.
 - f. BEEFREE agrees that any questions, complaints, or concerns reported to BEEFREE (through its drivers or otherwise) regarding ADA issues will be reported to the VILLAGE within one business day.
3. **Rates.** As consideration for the Services listed above, VILLAGE shall pay BEEFREE at the following Rates:
- a. The total payment for the Services to be provided under this Addendum shall not exceed **Five Hundred Fifty-three Thousand Three Hundred and no/100 Dollars (\$553,300.00)** per annum, with the ability to subsidize total payment with advertising revenue, as stipulated under Section 5(d) herein.
 - b. The breakdown for the Services charge is as follows:
1 XL Vehicle and 2 Tesla X Vehicles
Service: Monday - Sunday
One Hundred Nineteen (119) Hours of labor per vehicle weekly
Cost: **\$553,300.00 Annually**
4. **Payment Terms.** VILLAGE agrees to pay the Rates in monthly installments, as follows:
- a. Twelve (12) payments of \$46,108.33 per month, payable on or before the 15th day of each month, beginning the first month of the Term of this Agreement.
5. **Additional Terms.**
- a. VILLAGE's operating hours, as contemplated in Section 2.b. above, shall be as follows: Monday through Sunday, 7:00 a.m. to 12:00 a.m. These hours may be modified by mutual written agreement of the Parties as ridership data becomes available throughout the Term.
 - b. VILLAGE shall be responsible to provide a location for installation of the fast chargers. Any costs associated therewith at all times after acceptance of the delivery will be the responsibility of BEEFREE. Notwithstanding the foregoing, all fast chargers delivered to VILLAGE by BEEFREE shall remain the property of BEEFREE and shall be subject to return upon conclusion of the Term.
 - c. BEEFREE will operate the Vehicles in VILLAGE'S designated service area as delineated in the attached map.
 - d. Should local law allow for BEEFREE to sell advertising space on the Vehicles at any time during the Term, and provided that BEEFREE is able to sell such advertising space, BEEFREE may enter into separate agreements with advertisers for the placement of advertising on the Vehicles. All advertising shall be subject to VIL-

LAGE's approval prior to placement on the Vehicles. The first \$120,000.00 of advertising revenue generated will remain the Property of BEEFREE. Any advertising revenue generated above \$120,000.00 from the sale of advertising on the Vehicles during the Term shall be divided equally between BEEFREE and VILLAGE, with each entitled to 50% of advertising revenue that is generated and actually received. VILLAGE shall be permitted to apply its share of such revenue, if any, towards subsidizing the Rates it has agreed to pay hereunder. Nothing in this section should be deemed to constitute a guarantee that BEEFREE will sell such advertising space or generate any revenue by selling advertising on the Vehicles during the Term, and VILLAGE expressly acknowledges that no such guarantee has been made by BEEFREE.



Council Communication

To: Mayor and Village Council
From:
Date: December 6, 2022
SUBJECT: Minutes of November 17, 2022, Regular Village Council Meeting
Minutes of October 25, 2022, Regular Village Council Meeting

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: 1. 12062022_RVCM_TAB 3_Meeting Minutes



Minutes
ISLAMORADA, VILLAGE OF ISLANDS
REGULAR VILLAGE COUNCIL MEETING

Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036
Thursday, November 17, 2022

I. CALL TO ORDER

Mayor Pete Bacheler called the meeting to order at 5:30 p.m.

II. ROLL CALL

PRESENT: Councilman David Webb, Councilman Mark Gregg, Councilman Joseph B. Pinder III, Vice Mayor Henry Rosenthal, Mayor Pete Bacheler

ABSENT: None

III. PLEDGE OF ALLEGIANCE

Van Cadenhead led the Pledge of Allegiance.

IV. AGENDA: Requests for Deletion / Emergency Additions

Village Manager Ted Yates noted there are 6 quasi-judicial hearings, all for administrative relief, he noted the presentation would be identical for the individual parcels, Planning Director Dan Gulizio would give the presentation and then highlight the differences.

V. PUBLIC COMMENT – 5:33 p.m.

Speakers included Deb Gillis, Van Cadenhead, Cheryl Meads, Sue Miller, Joe Wischmeier, and Angel Borden.

Vice Mayor Rosenthal suggested allocating no more than \$700.00 for Hurricane Monument Ornaments as requested by Angel Borden during Public Comment. Council agreed to the allocation.

VI. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS – 5:51 p.m.

A. Freebee Contract, FDOT Service Development Program Funds

TAB _1

Village Manager Ted Yates and Finance Director Maria Bassett shared data on the costs associated with the Freebee program.

Interim Attorney John Quick provided an update on DeLeon and Avacado street, noted there is a meeting scheduled with property owner's attorney. Sent litigation update to Council and noted it would be sent to incoming Council members as well.

VII. CONSENT AGENDA – 6:14 p.m.

Public comment was opened and there no one wishing to comment was closed at 6:16 p.m.

Moved by Councilman Dave Webb, seconded by Councilman Mark Gregg to adopt:

- A.** Resolution Approving Change Order No.1 with Aqua Waste Repair Inc. for Canal 114 Project

TAB _2

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING CHANGE ORDER NO. 1 TO THE AGREEMENT BETWEEN ISLAMORADA, VILLAGE OF ISLANDS AND AQUA WASTE REPAIRS, INC. RELATED TO THE CANAL 114 INJECTION WELL RESTORATION PROJECT; AUTHORIZING THE VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF CHANGE ORDER NO. 1; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS AND PROVIDING FOR AN EFFECTIVE DATE

- B.** Resolution Approving Subaward and Grant Agreement between the Village and the Florida Division of Emergency Management for a Watershed Management Plan

TAB _3

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT BETWEEN THE VILLAGE AND THE HAZARD MITIGATION GRANT PROGRAM (HMGP); AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF THE AMOUNT OF 25% OF THE PROJECT COST; APPROVAL OF A BUDGET AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE

- C.** Resolution approving the Purchase of One BC100XL Brush Chipper

TAB _4

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE PURCHASE OF ONE (1) BC1000XL BRUSH CHIPPER FOR THE VILLAGE PUBLIC WORKS DEPARTMENT FROM VERMEER SOUTHEAST BY PIGGYBACKING THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT NO. FSA20-EQU18.0; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE NECESSARY DOCUMENTS; AUTHORIZING THE

VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

- D.** Resolution Approving the Purchase of One (1) Enclosed Cargo Trailer

TAB_5

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE PURCHASE OF ONE (1) ENCLOSED CARGO TRAILER FOR THE VILLAGE PUBLIC WORKS DEPARTMENT FROM TEXAS TRAILERS BY PIGGYBACKING THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT NO. FSA20-EQU18.0; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE NECESSARY DOCUMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

AYES: Councilman David Webb, Councilman Mark Gregg, Councilman Joseph B. Pinder III, Vice Mayor Henry Rosenthal, Mayor Pete Bacheler

NAYS: None

Motion passes 5 – 0

X. ORDINANCES

- A.** Ordinance Amending Comprehensive Plan Policy 1-2.4.7 "Limit Transient Rental Use of Residential Properties

TAB_6

Planning Director Dan Gulizio presented a summary of the proposed ordinance and noted this is the first reading as a previous version received a 2-2 vote and did not pass. If passed tonight on the first reading it would get rendered to DEO, then it would come back for a second reading after DEO's review.

There are around 30 properties who are active in the program but don't meet the 2007 assessed valuation – anyone with valid rental license as of 12/31/22 can continue to use the 2007 valuation to stay in the program. This ordinance would eliminate the annual review of the program unless a future council makes changes.

Public comment was opened at 6:27 p.m.

Speakers included Van Cadenhead, Barry Wray, Jesse Sipe, Mike O'Reilly, Donna Rice, Glenn Sharp, and Deb Gillis.

Moved by Councilman David Webb, seconded by Mayor Pete Bacheler to adopt:

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING POLICY 1-2.4.7 "LIMIT TRANSIENT RENTAL USE OF RESIDENTIAL PROPERTIES" OF THE VILLAGE COMPREHENSIVE PLAN TO REVISE VALUATION CRITERIA FOR TRANSIENT RENTALS; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING FOR SEVERABILITY; AND

**PROVIDING FOR AN EFFECTIVE DATE UPON APPROVAL OF THIS
ORDINANCE BY THE STATE DEPARTMENT OF ECONOMIC OPPORTUNITY**

AYES: Councilman David Webb, Mayor Pete Bacheler, Councilman Mark Gregg, Councilman Joseph B. Pinder III, Vice Mayor Henry Rosenthal,

NAYS: None

Motion passes 5 – 0

- B.** Ordinance Amending Land Development Regulations Section 30-1295(b)(2) to
Revise Valuation Criteria for Vacation Rental Registration

Moved by Councilman Mark Gregg, seconded by Councilman David Webb to adopt:

**AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA,
AMENDING CHAPTER 30 "LAND DEVELOPMENT REGULATIONS," ARTICLE
VI "SPECIFIC USE RESTRICTIONS," DIVISION 6 "VACATION RENTALS,"
SECTION 30-1295(B)(2) OF THE VILLAGE CODE TO REVISE VALUATION
CRITERIA FOR VACATION RENTAL REGISTRATION; PROVIDING FOR THE
REPEAL OF ALL CODE PROVISIONS AND ORDINANCES INCONSISTENT
WITH THE PROVISIONS OF THIS ORDINANCE; PROVIDING FOR
SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING
FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE
DEPARTMENT OF ECONOMIC OPPORTUNITY; AND PROVIDING FOR AN
EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE
STATE DEPARTMENT OF ECONOMIC OPPORTUNITY**

AYES: Councilman Mark Gregg, Councilman David Webb, Councilman Joseph B. Pinder III, Vice
Mayor Henry Rosenthal, Mayor Pete Bacheler

NAYS: None

Motion passes 5 – 0

XI. QUASI-JUDICIAL – 6:51 p.m.

Interim Village Attorney John Quick noted quasi-judicial hearings provide an opportunity for the public to provide testimony after the applicant and staff have made their presentations on each item. Persons who give testimony are subject to cross-examination. The public is not permitted to cross-examine witnesses. He indicated that all six hearings would be introduced at once but that each request would be moved and voted on individually.

Council disclosed ex parte communications:

Councilman David Webb

- Applicant Brett Ekblom

Councilman Joseph B. Pinder III

- Applicant Brett Ekblom
- Village Manager Ted Yates
- Planning Director Dan Gulizio

Councilman Mark Gregg

- Applicant Brett Ekblom

Mayor Pete Bacheler

- Applicant Brett Ekblom

Vice Mayor Henry Rosenthal

- Applicant Brett Ekblom

Planning Director Dan Gulizio introduced noting that administrative relief is allowed under the BPAS program for anyone in four consecutive annual allocation periods without meeting criteria can apply for administrative relief. He noted the two lots on Wrenn St. are in the targeted acquisition area for the Florida Forever program.

Applicant Brett Ekblom noted he was representing for all six properties. He indicated he had emailed Florida Forever without response and noted he would likely refuse any Florida Forever offer.

7:20 p.m. Mayor Pete Bacheler opened the floor to speakers in favor of granting administrative relief

- Van Cadenhead
- Angel Borden

7:25 p.m. Mayor Pete Bacheler opened the floor to speakers opposed

- Joe Wischmeier

- A.** Property Owner, Islamorada Realty Investment Trust, is seeking administrative relief of one Building Permit Allocation for property located at 36 Park Rd, Upper Matecumbe Key. The property is zoned Residential Single Family (R1).

TAB_7

7:29pm Moved by Councilman Mark Gregg, seconded by Councilman Joseph B. Pinder III to adopt:

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST BY JACQUELYN EKBLOM FOR ADMINISTRATIVE RELIEF FROM THE VILLAGE BUILDING PERMIT ALLOCATION SYSTEM (BPAS) FOR PROPERTY LOCATED AT 36 PARK RD,

UPPER MATECUMBE KEY, AS LEGALLY DESCRIBED IN EXHIBIT "A"; AND PROVIDING FOR AN EFFECTIVE DATE

AYES: Councilman Mark Gregg, Councilman Joseph B. Pinder III, Councilman David Webb, Mayor Pete Bacheler

NAYS: Vice Mayor Henry Rosenthal

Motion passes 4 – 1

- B.** Property Owner, Tommy Wrenn, is seeking administrative relief of one Building Permit Allocation for property located at 137 Indian Mound Trail, Plantation Key. The property is zoned Residential Single Family (R1/R1M). **TAB _8**

Moved by Councilman Mark Gregg, seconded by Councilman Joseph B. Pinder III to adopt:

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST BY TOMMY WRENN FOR ADMINISTRATIVE RELIEF FROM THE VILLAGE BUILDING PERMIT ALLOCATION SYSTEM (BPAS) FOR PROPERTY LOCATED AT 137 INDIAN MOUND TRAIL, PLANTATION KEY, AS LEGALLY DESCRIBED IN EXHIBIT "A"; AND PROVIDING FOR AN EFFECTIVE DATE

AYES: Councilman Mark Gregg, Councilman Joseph B. Pinder III, Councilman David Webb, Mayor Pete Bacheler

NAYS: Vice Mayor Henry Rosenthal

Motion passes 4 – 1

- C.** Property Owner, Islamorada Realty Investment Trust, is seeking administrative relief of one Building Permit Allocation for property located at 161 Mohawk Street, Plantation Key. The property is zoned Residential Single Family (R1). **TAB _9**

Moved by Councilman Mark Gregg, seconded by Councilman Joseph B. Pinder III to adopt:

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST BY TOMMY WRENN FOR ADMINISTRATIVE RELIEF FROM THE VILLAGE BUILDING PERMIT ALLOCATION SYSTEM (BPAS) FOR PROPERTY LOCATED AT 137 INDIAN MOUND TRL, PLANTATION KEY, AS LEGALLY DESCRIBED IN EXHIBIT "A"; AND PROVIDING FOR AN EFFECTIVE DATE

AYES: Councilman Mark Gregg, Councilman Joseph B. Pinder III, Councilman David Webb, Mayor Pete Bacheler

NAYS: Vice Mayor Henry Rosenthal

Motion passes 4 – 1

- D.** Property Owner, Islamorada Realty Investment Trust, is seeking administrative relief of one Building Permit Allocation for property located at 206 Harbor Drive, Plantation Key. The property is zone Residential Single Family (R1/R1M). **TAB _10**

Moved by Councilman Mark Gregg, seconded by Councilman Joseph B. Pinder III to adopt:

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST BY ISLAMORADA REALTY INVESTMENT FOR ADMINISTRATIVE RELIEF FROM THE VILLAGE BUILDING PERMIT ALLOCATION SYSTEM (BPAS) FOR PROPERTY LOCATED AT 206 HARBOR DR, PLANTATION KEY, AS LEGALLY DESCRIBED IN EXHIBIT "A"; AND PROVIDING FOR AN EFFECTIVE DATE

AYES: Councilman Mark Gregg, Councilman Joseph B. Pinder III, Councilman David Webb, Mayor Pete Bacheler

NAYS: Vice Mayor Henry Rosenthal

Motion passes 4 – 1

- E.** Property Owner, Native Rental Properties LLC, is seeking administrative relief of one Building Permit Allocation for property located at 60 Wrenn St, Plantation Key. The property is zone Residential Single Family (R1/R1M). **TAB _11**

7:36 p.m.

Moved by Councilman Mark Gregg, seconded by Vice Mayor Henry Rosenthal to table for 6 months for an opportunity to review any potential offer for sale for conservation purposes, then approve after 6 months as long as the property is not used for building, but he can use the permit for any other property he owns.

AYES: Councilman Mark Gregg, Vice Mayor Henry Rosenthal

NAYS: Councilman Joseph B. Pinder III, Councilman David Webb, Mayor Pete Bacheler

Motion failed 3 – 2

Moved by Councilman Joseph B. Pinder III, seconded by Mayor Pete Bacheler to adopt:

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST BY NATIVE RENTAL PROPERTIES LLC FOR ADMINISTRATIVE RELIEF FROM THE VILLAGE BUILDING PERMIT ALLOCATION SYSTEM (BPAS) FOR PROPERTY LOCATED AT 60 WRENN ST, PLANTATION KEY, AS LEGALLY DESCRIBED IN EXHIBIT "A"; AND PROVIDING FOR AN EFFECTIVE DATE

AYES: Councilman Joseph B. Pinder III, Councilman David Webb, Mayor Pete Bacheler

NAYS: Councilman Mark Gregg, Vice Mayor Henry Rosenthal

Motion passes 3 – 2

- F.** Property Owner, Islamorada Realty Investment Trust, is seeking administrative relief of one Building Permit Allocation for property located at 80 Wrenn Street, Plantation Key. The property is zone Residential Single Family (R1/R1M). **TAB _12**

Moved by Councilman Mark Gregg, seconded by Vice Mayor Henry Rosenthal to table for 6 months for an opportunity to review any potential offer for sale for conservation purposes, then approve after 6 months as long as the property is not used for building, but he can use the permit for any other property he owns.

AYES: Councilman Mark Gregg, Vice Mayor Henry Rosenthal

NAYS: Councilman Joseph B. Pinder III, Councilman David Webb, Mayor Pete Bacheler

Motion failed 3 – 2

Moved by Mayor Pete Bacheler, seconded by Councilman David Webb to adopt:

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST BY ISLAMORADA REALTY INVESTMENT TRUST FOR ADMINISTRATIVE RELIEF FROM THE VILLAGE BUILDING PERMIT ALLOCATION SYSTEM (BPAS) FOR PROPERTY LOCATED AT 80 WRENN ST, PLANTATION KEY, AS LEGALLY DESCRIBED IN EXHIBIT "A"; AND PROVIDING FOR AN EFFECTIVE DATE

AYES: Mayor Pete Bacheler, Councilman David Webb, Councilman Joseph B. Pinder III

NAYS: Councilman Mark Gregg, Vice Mayor Henry Rosenthal

Motion passes 3 – 2

XII. RESOLUTIONS – 7:50 p.m.

- A.** 3rd Quarter Residential Market Rate Building Permit Allocations (BPAS) **TAB _13**

Councilman Gregg abstained due to conflict of interest with family member on BPAS list.

Mayor Pete Bacheler moved to table the item, Vice Mayor Henry Rosenthal seconded.

AYES: Vice Mayor Henry Rosenthal

NAYS: Mayor Pete Bacheler, Councilman Joseph B. Pinder III, Councilman David Webb

Motion fails 3 – 1

Mayor Pete Bacheler opened public comment at 7:56 pm

Speakers included Van Cadenhead, Xavier Jorge, Richard Black, Angel Borden, and Deb Gillis.

Mayor Bacheler closed public comment at 8:03 p.m.

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING RESIDENTIAL BUILDING PERMIT ALLOCATION SYSTEM ("BPAS") RANKINGS AND AWARDED RESIDENTIAL BUILDING PERMIT ALLOCATIONS FOR QUARTER 3 OF 2022; AND PROVIDING AN EFFECTIVE DATE

AYES: Councilman Joseph B. Pinder III, Councilman David Webb, Mayor Pete Bacheler

NAYS: Vice Mayor Henry Rosenthal

Motion passes 3 – 1

B. 2023 Building Permit Allocation System (BPAS) Distribution Schedule

TAB_14

Public comment was opened at 8:17 p.m.

Speakers included Deb Gillis, Xavier Jorge, and Richard Black.

Mayor Pete Bacheler closed public comment at 8:21 p.m.

Moved by Councilman David Webb, **seconded by to adopt: DW, MG - all ayes**

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ESTABLISHING THE TOTAL AMOUNT OF NONRESIDENTIAL FLOOR AREA AND RESIDENTIAL DWELLING UNITS, QUARTERLY ALLOCATIONS, AND THE DISTRIBUTION OF ALLOCATIONS BETWEEN CATEGORIES OF THE BUILDING PERMIT ALLOCATION SYSTEM FOR 2023; AND PROVIDING AN EFFECTIVE DATE

AYES: Councilman Mark Gregg, Councilman Joseph B. Pinder III, Councilman David Webb, Vice Mayor Henry Rosenthal, Mayor Pete Bacheler

NAYS: None

Motion passes 5 – 0

- C. Resolution Accepting Grant Award LPA0422 from the DEP for Stewardship Act Funding for Canal 116 Project – 8:25 p.m.

TAB _15

Public comment opened at 8:27 pm and closed

Moved by Councilman David Webb, seconded by to adopt: DW MG -

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING DEP AGREEMENT NO. LPA0422 BETWEEN THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE VILLAGE RELATED TO FLORIDA KEYS STEWARDSHIP ACT FUNDING; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL STEPS NECESSARY TO FINALIZE AND IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

AYES: Councilman David Webb, Councilman Mark Gregg, Councilman Joseph B. Pinder III, Vice Mayor Henry Rosenthal, Mayor Pete Bacheler

NAYS: None

Motion passes 5 – 0

- D. Resolution Approving Wade Trim Work Authorization No. 3 to Provide General Engineering Services and Wastewater Utility-Related Engineering Services for FY 2022-2023 – 8:30 p.m.

TAB _16

Public comment was opened at 8:32 p.m.

Speakers included Sue Miller and Angel Borden.

Public comment was closed at 8:34 p.m.

Moved by Councilman David Webb, seconded by Councilman Mark Gregg to adopt:

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RATIFYING AND APPROVING WORK AUTHORIZATION NO. 3 BETWEEN WADE TRIM, INC., AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE GENERAL ENGINEERING SERVICES AND WASTEWATER UTILITY-RELATED ENGINEERING SERVICES; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF WORK AUTHORIZATION NO. 3; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

AYES: Councilman Mark Gregg, Councilman David Webb, Councilman Joseph B. Pinder III, Vice Mayor Henry Rosenthal, Mayor Pete Bacheler

NAYS: None

Motion passes 5 – 0

- E.** Resolution Approving Use and Occupancy Agreement with the Florida Department of Transportation for Parcel 729 (Right-Of-Way at Anne's Beach) and Establishing the Public Purpose **8:44 p.m.**

TAB _17

Mayor Pete Bacheler opened public comment at 8:45 p.m. and there being no one wishing to speak closed public comment at 8:45 p.m.

Moved by Councilman Joseph B. Pinder III, seconded by Councilman David Webb to adopt:

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A USE AND OCCUPANCY AGREEMENT FOR THE ANNE'S BEACH RIGHT-OF-WAY (PARCEL 729) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE

AYES: Councilman Joseph B. Pinder III, Councilman David Webb, Councilman Mark Gregg, Vice Mayor Henry Rosenthal, Mayor Pete Bacheler

NAYS: None

Motion passes 5 – 0

Council expressed its gratitude for working together to serve the community over the past two years.

XIV. ADJOURNMENT – 8:53 p.m.

Marne McGrath, Village Clerk



MINUTES
ISLAMORADA, VILLAGE OF ISLANDS
REGULAR VILLAGE COUNCIL MEETING

Founders Park Community Center
87000 Overseas Highway Islamorada, FL 33036
Tuesday, October 25, 2022

I. CALL TO ORDER

Mayor Pete Bacheler called the meeting to order at 5:30 p.m.

II. ROLL CALL

PRESENT: Councilman Mark Gregg, Councilman Joseph B. Pinder III, Councilman David Webb, Vice Mayor Henry Rosenthal, Mayor Pete Bacheler

ABSENT: None

III. PLEDGE OF ALLEGIANCE

Sue Miller led the Pledge of Allegiance.

IV. AGENDA: Requests for Deletion / Emergency Additions

Tab X – Motion to rescind Ord. 22-05, Vessel Exclusion Zone was added after the agenda had been distributed.

Councilman David Webb added a discussion regarding the council's protocol for charitable donations.

V. PUBLIC COMMENT – 5:32 p.m.

Speakers included Van Cadenhead, Joe Wischmeier, Dianne Wischmeier, Sue Miller, Denise Downing, and Alina Davis.

Councilman Joseph B. Pinder III and Vice Mayor Henry Rosenthal responded to comments raised by some of the speakers.

VI. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS – 5:55 pm

A. Holiday Light Discussion

Village Manager Ted Yates noted that the holiday light issue that he wished to speak about had already been resolved.

Discussion ensued regarding what Council wanted to see in the proposed charitable donation policy framework.

Mr. Yates announced that the Crooked Palm Brewery and Distillery Quasi-Judicial hearing may be on the November 17th agenda.

He thanked staff for participating in Trunk or Treat last weekend and noted the success of the event.

Interim Village Attorney John Quick brought Council up to date on the 300 housing allocations case discussed during the recent legal update noting a case has been filed.

Attorney Quick also noted the DeLeon-Avacado survey has been completed to clarify whether there were encroachments in the right of way. He noted there were and that they needed to be removed at the property owner's expense.

Attorney Quick noted the Council meeting on November 17 would be the last meeting with the current Council and that the new Council will be sworn in on December 8. He clarified that the election must be certified first by the County and then by the Village Canvassing Board as required by Charter, which doesn't occur until after November 18.

VII. CONSENT AGENDA – 6:12 p.m.

Public comment was opened after the Village Manager summarized the items on the Consent Agenda – 6:15 p.m.

There was no one wishing to speak.

Moved by Councilman David Webb, seconded by Mark Gregg to adopt the Consent Agenda as presented.

- | | | |
|-----------|---|--------------|
| A. | Minutes of October 6, 2022 Regular Village Council Meeting
Minutes of Budget Workshops held August 8 and 9, 2022
Minutes of Special Public Input Session, Executive Session, and
Special Call Village Council Meeting held August 15, 2022
Minutes of First Budget Hearing held September 8, 2022
Minutes of Second Budget Hearing held September 19, 2022 | TAB_1 |
| B. | Resolution Approving Final Ranking and Recommendation of the
RFP 22-09 Evaluation Committee for Selection of a Contractor to Install a
Handicap Parking Space and Access Ramps at the Green Turtle Hammock
Preserve Buildings | TAB_2 |

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 22-09 EVALUATION COMMITTEE FOR

SELECTION OF A CONTRACTOR TO INSTALL HANDICAP PARKING AND ACCESS RAMPS FOR GREEN TURTLE HAMMOCK PRESERVE BUILDINGS; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

- C. Resolution Accepting Grant Award from the Florida Department of Environmental Protection through the Resilient Florida Grant Program for the Islamorada Vulnerability Assessment **TAB_3**

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA ACCEPTING THE GRANT AWARD FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION THROUGH THE RESILIENT FLORIDA GRANT PROGRAM FOR THE VULNERABILITY ASSESSMENT; APPROVING GRANT AGREEMENT NUMBER 22PLN68 BETWEEN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND ISLAMORADA, VILLAGE OF ISLANDS TO PROVIDE REIMBURSEMENT FUNDING FOR THE PROJECT THROUGH SEPTEMBER 30, 2026; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE GRANT 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

- D. Resolution Approving Final Ranking and Recommendation of the RFP 22-10 Evaluation Committee for Selection of a Contractor for the Key Tree Cactus Preserve Restroom, Driveway Exit and Kiosk Project **TAB_4**

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 22-10 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR TO COMPLETE THE KEY TREE CACTUS PRESERVE PHASE 3 PROJECT; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

- E. Resolution Approving the Purchase of Two (2) Scag Cheetah II 61" Rear Discharge Lawn Mowers **TAB_5**

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE PURCHASE OF TWO (2) SCAG CHEETAH II 61" REAR DISCHARGE LAWN MOWERS FOR THE VILLAGE PUBLIC WORKS DEPARTMENT FROM GREEN THUMB PALM BEACH BY PIGGYBACKING THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT NO. FSA20-EQU18.0;

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

- F.** Resolution Approving a First Amendment to the Continuing Services Agreement With M. T. Causley, LLC, For Building Services Department Support Services

TAB _6

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A FIRST AMENDMENT TO THE CONTINUING SERVICES AGREEMENT BETWEEN M. T. CAUSLEY, LLC, AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE GENERAL SUPPORT SERVICES TO THE BUILDING SERVICES DEPARTMENT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE FIRST AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE FIRST AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE

- G.** Resolution Approving Work Authorization No. 3 with M. T. Causley, LLC, for Building Services Department Support Services

TAB _7

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 3 BETWEEN M. T. CAUSLEY, LLC, AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE GENERAL SUPPORT SERVICES TO THE BUILDING SERVICES DEPARTMENT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF WORK AUTHORIZATION NO. 3; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

AYES: Councilman Mark Gregg, Councilman Joseph B. Pinder III, Councilman David Webb, Vice Mayor Henry Rosenthal, Mayor Pete Bacheler

NAYS: None

Motion passes 5-0

XI. QUASI-JUDICIAL – 6 :16 p.m.

Interim Village Attorney John Quick read the Quasi-Judicial statement for tabs 8 and 9 and the Village Clerk swore in witnesses intending to provide testimony.

- A.** Appeal of Denial for Administrative Variance - Kiyashka

TAB _8

Attorney Quick noted the request is a dock length variance that had been denied.

He asked Council to reveal any ex parte conversations applicable to Tab 8

Councilman David Webb

- None

Councilman Joseph B. Pinder III

- Village Manager Ted Yates
- Planning Director Dan Gulizio
- Pat Dunn, contractor
- Clara Johnson, real estate agent

Councilman Mark Gregg

- Russ Yagel, attorney for the applicant
- Received an email from an attorney representing the Tarpon Flats community

Vice Mayor Henry Rosenthal

- Village Manager Ted Yates
- Planning Director Dan Gulizio
- Pat Dunn, contractor
- Clara Johnson, real estate agent

Mayor Pete Bacheler

- Attorney Russ Yagel
- Real estate agent Clara Johnson
- Planning Director Dan Gulizio
- Village Manager Ted Yates

Planning Director Dan Gulizio introduced the item noting the dock variance request had been denied due to shallow water and no spots clear of seagrass in the proposed area. He noted that Village Council was required to review whether the Director made an error of fact.

6:40 pm – Russ Yagel, counsel for Mr. Kiyashka, presented his applicant's request and noted if it was denied it would be the only property in Little Basin without a dock. He indicated that his client would be denied his property rights without the variance.

7:06 p.m. Mayor Pete Bacheler explained the hearing process was to take comments from those in favor then those in opposition, and witnesses making a statement may be subject to cross examination.

7:13 p.m. There was no one wishing to speak in favor of overturning the denial.

7:13 p.m. Mayor Bacheler called for those opposed to overturning the denial to provide testimony.

- Van Cadenhead
- Don Horton
- Tom Raffanello

Mr. Yagel presented his summation at 7:22 p.m. noting the requirement to provide 5' of water depth over a seagrass bed is insufficient to accomplish the goal of protecting seagrass. He further contended that the denial to install a dock was unfair to his client.

Council discussion ensued at 7:24 p.m. The consensus was that the rules of a quasi-judicial hearing is that staff's assessment is correct until the counsel for the applicant proves otherwise. It was determined that there was no evidence indicating staff acted incorrectly in denying the request.

Moved by Councilman David Webb seconded by Councilman Mark Gregg to adopt:

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, DENYING THE REQUEST OF MAREK KIYASHKA (RUSSELL A. YAGEL, ESQ., AGENT) FOR AN ADMINISTRATIVE DOCK LENGTH VARIANCE IN ACCORDANCE WITH SECTION 30-1550(G) OF THE CODE OF ORDINANCES TO ALLOW A DOCK CONSISTING OF A 115-FOOT LONG WALKWAY WITH A 12.5-FOOT BY 12-FOOT (150 SQUARE FOOT) TERMINAL PLATFORM FOR A TOTAL LENGTH OF 127 FEET AS MEASURED FROM THE MEAN HIGH WATER LINE (MHWL), THEREBY EXCEEDING BY 27 FEET THE MAXIMUM LENGTH ALLOWED FOR DOCKS. THE SUBJECT PROPERTY IS LOCATED AT 81486 OVERSEAS HIGHWAY ON UPPER MATECUMBE KEY IN THE NATIVE RESIDENTIAL (NR) ZONING DISTRICT WITH PARCEL ID# 00404590-000000. (File No: PLAV20220062)

AYES: Councilman David Webb, Councilman Mark Gregg, Councilman Joseph B. Pinder III, Vice Mayor Henry Rosenthal, Mayor Pete Bacheler

NAYS: None

Motion passes 5-0

7:35 pm – Mayor Pete Bacheler adjourned for a ten-minute recess.

7:45 p.m. – Mayor Bacheler reconvened the meeting.

B. Appeal of Denial for Transfer of Development Rights – Native Construction **TAB_9**

Interim Village Attorney John Quick introduced the item noting the proposed TDR was denied because it did not meet the criteria due to a habitat analysis.

He asked Council to reveal any ex parte conversations applicable to Tab 9

Councilman David Webb

- None

Vice Mayor Henry Rosenthal

- Applicant Brett Ekblom

Councilman Joseph B. Pinder III

- Applicant Brett Ekblom
- Village Manager Ted Yates
- Former Planning Director Ty Harris (during his employment with the Village)

Councilman Mark Gregg (months ago before this item was slated for Council's agenda)

- Applicant Brett Ekblom
- Sandy Williams
- Environmental Resources Manager Pete Frezza
- Susan Sprunt

Moved by Vice Mayor Henry Rosenthal, seconded by Mayor Pete Bacheler to approve the request with the following conditions:

1. A minimum setback of 50' from the landward toe of the restored beach berm is required for all non-water dependent structures.
2. Applicant/owner agrees to file a Grant of Conservation Easement Agreement (GOCEA) to protect identified environmental resources on the subject property. The GOCEA shall at minimum cover the area of the restored beach berm from the Mean High Water line (MHW) to 40 feet landward of the MHW line for the entire width of the property. The area of GOCEA shall be a minimum of 4,000 square feet in size. The GOCEA shall be completed pursuant to the satisfaction of the Village Attorney. The GOCEA shall be recorded as a declaration of covenants and restrictions to run with the land in perpetuity.
3. Applicant/owner agrees to submit a plan for the development of the property which limits development to that portion of the property not containing existing or proposed environmental resources. The plans for the proposed single-family residence shall be submitted for review and approval to the Department of Planning and Development Services prior to the issuance of any permits.
4. Applicant/owner agrees to restore the disturbed beach berm area meeting, at minimum, the below criteria:
 - a. Obtain and landscaping permit from the Village prior to restoration activities.
 - b. All restoration shall be completed prior to the issuance of a Certificate of Occupancy for the principal structure.
 - c. Only approved sand to be used on sea turtle nesting beaches shall be used. A screening report and sample shall be submitted to and approved by the Village Biologist prior to placement on the property.
 - d. The waterward side of the berm shall begin at the MHW line.

- e. The minimum size of the berm shall be: five (5) feet in height above existing grade with a 5:1 slope on both the waterward and landward slopes; 40 feet in depth as measured from waterward to landward; extend the entire width of the property (approximately 100 feet).
- f. The construction of the berm shall be approved by the Village Biologist via site inspection prior to any planting activities.
- g. The berm shall be planted with a minimum of:
 - i. Eight (8) canopy trees, spaced evenly, consisting of two (2) Sea grape trees and six (6) green buttonwood trees. Canopy trees shall be a minimum of eight (8) feet in height at the time of installation.
 - ii. 14 understory trees, spaced evenly, staggered from the canopy trees. A minimum of five (5) different species shall be planted with no more than three (3) of any one species. The species shall be selected from the approved list (attached). Understory trees shall be a minimum of six (6) feet in height at the time of installation.
 - iii. 20 shrubs, spaced evenly, staggered from the canopy and understory trees. A minimum of three (3) different species shall be planted with no more than 10 of any one species. The species shall be from the approved list (attached). Shrubs shall be a minimum of three (3) feet in height at the time of installation.
 - iv. 40 ground cover plants, spaced evenly, staggered from all trees and shrubs. A minimum of four (4) different species shall be planted with no more than 10 of any one species. Ground covers shall be a minimum of one gallon in size at the time of installation.
- h. All plantings shall be guyed or staked at the time of installation. All support materials shall be removed once the plantings are established.
- i. All plantings shall meet 100% survivorship for a period of two (2) years. Any dead material shall be replaced during the two-year period. The two-year period shall begin once all planting is completed and inspected by the Village Biologist.
- j. The entire subject property shall remain invasive exotic free for the two-year survivorship period.
- k. Applicant/owner shall have a maximum of 30 days to remove and/or treat invasive exotic vegetation once identified and notified by the Village. Failure of the Applicant/owner to act within the 30-day period shall be considered a violation of the conditions of approval and is subject to Code Compliance action.
- l. The Village maintains the right to access and inspect the property from the time of the restoration (landscape) permit issuance through the end of the two-year survivorship period.

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING ADMINISTRATIVE APPEAL NO. PLADA20220127-JAT FILED BY NATIVE CONSTRUCTING CONTRACTING, INC. & ISLAMORADA REALTY INVESTMENT TRUST RELATING TO AN ADMINISTRATIVE DECISION AND INTERPRETATION BY THE DIRECTOR OF PLANNING (DENIAL OF A TRANSFERABLE DEVELOPMENT RIGHT) FOR PROPERTY FORMERLY LOCATED AT 74960 OVERSEAS HIGHWAY (CURRENT REAL ESTATE NUMBERS 00394481-002200 AND 00394481-002100) AND 77481 OVERSEAS HIGHWAY (REAL ESTATE NUMBER 00397120-00000), ON LOWER MATECUMBE KEY, ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA,

AS LEGALLY DESCRIBED IN EXHIBIT "A"; AND PROVIDING FOR AN EFFECTIVE DATE

AYES: Councilman Mark Gregg, Councilman Joseph B. Pinder III, Councilman David Webb, Vice Mayor Henry Rosenthal, Mayor Pete Bacheler

NAYS: None

Motion passes 5-0

XII. RESOLUTIONS

- A.** Resolution Approving Work Authorization No. 1 with Cyriacks Environmental Consulting Services, Inc. for a Land Use & Habitat Mapping Project **TAB_10**

Moved by Councilman David Webb, seconded by Councilman Mark Gregg to adopt:

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 1 WITH CYRIACKS ENVIRONMENTAL CONSULTING SERVICES INC. FOR A LAND USE & HABITAT MAPPING 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 WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

AYES: Councilman Mark Gregg, Councilman Joseph B. Pinder III, Councilman David Webb, Vice Mayor Henry Rosenthal, Mayor Pete Bacheler

NAYS: None

Motion passes 5-0

- B.** Resolution Approving Agreement with Attention Media, LLC. for a Social Media Outreach Program and Other Related Services **TAB 11_**

Moved by Councilman David Webb seconded by Mayor Pete Bacheler to adopt:

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AN AGREEMENT WITH ATTENTION MEDIA, LLC, TO PROVIDE A SOCIAL MEDIA OUTREACH PROGRAM; APPROVING A WAIVER OF COMPETITIVE BIDDING; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ANY AGREEMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

AYES: Councilman Mark Gregg, Councilman Joseph B. Pinder III, Councilman David Webb, Vice Mayor Henry Rosenthal, Mayor Pete Bacheler

NAYS: None

Motion passes 5-0

- C.** Resolution Approving Final Ranking and Recommendation of the RFP 22-11 **TAB _12**
Evaluation Committee for Selection of a Contractor for the Emergency Backup
Power Project for Islamorada Fire Stations and Approval of an Agreement

Moved by Councilman David Webb, seconded by Councilman Joseph B. Pinder III, to adopt:

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE
OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND
RECOMMENDATIONS OF THE RFP 22-11 EVALUATION COMMITTEE FOR
SELECTION OF A CONTRACTOR TO COMPLETE THE EMERGENCY
BACKUP POWER PROJECT FOR ISLAMORADA FIRE STATIONS;
AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO
NEGOTIATE AN AGREEMENT FOR THE REQUESTED SERVICES;
AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT;
AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS;
AND PROVIDING AN EFFECTIVE DATE**

AYES: Councilman Mark Gregg, Councilman Joseph B. Pinder III, Councilman David Webb,
Vice Mayor Henry Rosenthal, Mayor Pete Bacheler

NAYS: None

Motion passes 5-0

XIII. MOTIONS

- A.** Motion to appoint Village Canvassing Board Members for the November 8, 2022 **TAB _13**
General Election

Moved by Councilman David Webb, seconded by Mayor Pete Bacheler to appoint Village
Canvassing Board Members for the November 8, 2022 General Election

AYES: Councilman Mark Gregg, Councilman Joseph B. Pinder III, Councilman David Webb,
Vice Mayor Henry Rosenthal, Mayor Pete Bacheler

NAYS: None

Motion passes 5-0

- B.** Motion to Rescind Ordinance 22-05 - Vessel Exclusion Zone Amendment **TAB X**

Moved by Councilman David Webb seconded by Vice Mayor Henry Rosenthal to Rescind the
motion approving the Ordinance modifying the Vessel Exclusion Zone off of Port Antigua and
White Marlin Beach which was adopted at the meeting on October 6, 2022

AYES: Councilman David Webb, Vice Mayor Henry Rosenthal, Councilman Mark Gregg,
Councilman Joseph B. Pinder III, Mayor Pete Bacheler

NAYS: None

Motion passes 5-0

XIV. ADJOURNMENT

Moved by Councilman Joseph B. Pinder III to adjourn the meeting at 9:43 p.m.

Marne McGrath, Village Clerk



Council Communication

To: Mayor and Village Council
From:
Date: December 6, 2022
SUBJECT: Resolution to Adopt FY 2021-2022 Re-Appropriation Budget Amendment

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

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: 1. 12062022_RVCM_TAB 4_FY21-22 YE Bgt Amendment



Council Communication

To: Mayor and Village Council

Through: Ted Yates, Village Manager

From: Maria T. Bassett, Finance Director

Date: December 6, 2022

**SUBJECT: RESOLUTION TO ADOPT FY 2021-2022 RE-APPROPRIATION BUDGET
AMENDMENT**

Background:

On September 14, 2021, the Village Council approved the FY 2021-2022 budget through adoption of Resolution No. 21-09-88. At its meeting on June 23, 2022, the Village Council adopted Resolution No. 22-06-53 amending the Village's adopted budget for fiscal year 2021-2022 to reflect changes in line item budgets as of May 31, 2022.

Section 166.241, *Florida Statutes*, allows a municipality to amend its budget within sixty (60) days following the fiscal year end. The Village's fiscal year ends on September 30. A re-appropriation budget amendment provides a municipality the opportunity to reflect increased revenues in order to offset expenditure budget overages. The year-end budget amendment serves as a tool to inform Council and the public of funds where revenues received during the fiscal year are projected to be more or less than expenditures and the resulting effect on fund balance.

Analysis:

The attached resolution serves to memorialize Village Council approval to amend the FY 2021-2022 budget based upon post-year end activity through November 30, 2022, for the General Fund, the Special Revenues Funds, the Capital Projects Fund and the Debt Services Fund and to adjust line item revenue and expenditure account budgets within a department to cover budget deficiencies at year end. Budget to actual comparisons of enterprise funds are not presented in the Annual Comprehensive Financial Report, and as such, budget amendments for the Village's PYH Marina, Wastewater and Stormwater Enterprise Funds have not been included in Exhibit A to the resolution for Council approval.

Budget Impact:

The budget impact by fund is presented in the "Requested Amendment" column of each funds' budget amendment schedule. The column entitled "FY 21-22 Adjusted Budget" provides the final budget amount for the year.

Staff Impact:

No direct staff impact would occur as a result of this budget amendment. Staff will be prepared to explain significant changes and to answer Council questions regarding the budget amendment.

Recommendation:

In order to enhance the Village's budget to actual reporting in the FY 2021-2022 Annual Comprehensive Financial Report, staff recommends that the Village Council adopt the Resolution and amended budget as presented.

RESOLUTION NO. 22-

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

WHEREAS, in accordance with Section 200.065, Florida Statutes and Section 6 of the Village Charter, the Village Council of Islamorada, Village of Islands (the "Village") adopted a Budget for Fiscal Year 2021-2022 by adoption of Resolution No. 21-09-88 on September 14, 2021; and

WHEREAS, in accordance with Section 166.241 Florida Statutes, the Village Council may, within sixty (60) days following the end of a fiscal year, amend the budget for that year; and

WHEREAS, pursuant to Section 6 of Resolution No. 21-09-88, the Village Manager is authorized to propose a resolution to amend the budget to reallocate department, category or line item budget allocations.

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

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

Section 2. **Budget Amendment.** In accordance with Section (6)(3) of the Village Charter and Section 6 of Resolution No. 21-09-88, the Village Council hereby approves the amendment to the Budget adopted as Exhibit 'A' of Resolution No. 21-09-88 for Fiscal Year 2021-2022 as shown on Exhibit 'A' attached hereto and retroactive to September 30, 2022.

Section 3. **Effective Date.** This Resolution shall become effective immediately upon its adoption and shall be reflected in the FY 2021-2022 budget as of September 30, 2022.

PASSED AND ADOPTED this 6th day of December 2022.

Motion to adopt by _____ Seconded by _____.

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

Councilman Mark Gregg _____

Councilwoman Elizabeth Jolin _____

Councilman Joseph B. Pinder III _____

Councilwoman Sharon Mahoney _____

Councilman Henry Rosenthal _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

, MAYOR

ATTEST:

MARNIE 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

BUDGET				FY 21-22 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
FY 21-22 Adopted Budget	FY 21-22 Budget Amendment - Approved 6/23/2022	Year-End FY 21-22 Budget Amendment Requested	Proposed FY 21-22 Adjusted Budget			
					Favorable (Unfavorable)	100.00%

Fund: 001 - General Fund

Fund Balance - Beginning, 10/1/2021

001-280-000	Fund Bal - Nonspendable	123,100.00	49,100.00	-	172,200.00	172,284.37
001-281-001	Fund Bal - Restricted - MCSO Training	114,500.00	(48,300.00)	-	66,200.00	66,201.08
001-282-002	Fund Bal - Committed - Landscape Mitigation	410,000.00	97,400.00	-	507,400.00	507,454.92
001-284-000	Fund Bal - Unassigned	8,537,000.00	1,096,800.00	-	9,633,800.00	9,633,808.02
		9,184,600.00	1,195,000.00	-	10,379,600.00	10,379,748.39

Revenues

001-311-000	Ad Valorem Taxes	12,327,400.00	-	98,000.00	12,425,400.00	12,426,059.05	659.05	100.01%
001-315-000	Communication Services Tax	227,000.00	-	-	227,000.00	229,888.15	2,888.15	101.27%
001-323-700	Franchise Fee - Solid Waste	700,000.00	-	(51,600.00)	648,400.00	648,491.19	91.19	100.01%
001-329-000	Other Permits, Fees & Special Assmts	2,500.00	-	(2,400.00)	100.00	150.00	50.00	150.00%
001-329-001	Vacation Rental Permit Fee	300,000.00	51,000.00	-	351,000.00	372,688.75	21,688.75	106.18%
001-329-003	Fire Inspection Fee	8,000.00	1,200.00	-	9,200.00	13,425.00	4,225.00	145.92%
001-329-004	Developmental Permit Application Fee	100,000.00	-	-	100,000.00	105,300.00	5,300.00	105.30%
001-329-005	BPAS Application Fee	15,000.00	-	-	15,000.00	15,712.00	712.00	104.75%
001-329-006	A-Frame Sign Registration Fee	-	1,000.00	-	1,000.00	1,550.00	550.00	155.00%
001-329-007	In Lieu of Landscape Mitigation Fee	100,000.00	-	150,000.00	250,000.00	251,219.65	1,219.65	100.49%
001-329-008	Cost Recovery Revenue	20,000.00	-	-	20,000.00	31,037.60	11,037.60	155.19%
001-329-009	Foreclosure Registration Fee	5,000.00	-	(1,900.00)	3,100.00	3,100.00	-	100.00%
001-331-001	FEMA Reimb - Irma	400,000.00	-	222,000.00	622,000.00	622,281.44	281.44	100.05%
001-334-001	FDEM Reimb - Irma	-	17,000.00	17,500.00	34,500.00	34,571.19	71.19	100.21%
001-334-200	FDEP Stewardship Act Grant Proceed	300,000.00	-	(300,000.00)	-	-	-	
001-223-202	FDACS VFA Grant	-	10,100.00	(100.00)	10,000.00	10,095.50	95.50	100.96%
001-334-420	FDOT Maintenance Agreement	65,000.00	-	17,000.00	82,000.00	82,055.00	55.00	100.07%
001-335-121	State Revenue Sharing - Sales Tax	300,000.00	-	78,000.00	378,000.00	378,819.48	819.48	100.22%
001-335-122	Monroe County Business Tax Distribution	25,000.00	-	8,600.00	33,600.00	33,615.71	15.71	100.05%
001-335-140	Mobile Home License Tax	1,500.00	-	(400.00)	1,100.00	1,150.24	50.24	104.57%
001-335-150	Alcoholic Beverage License Tax	20,000.00	-	17,000.00	37,000.00	37,177.75	177.75	100.48%
001-335-180	Local Government Half-Cent Sales Tax Program	1,325,000.00	-	448,000.00	1,773,000.00	1,773,914.12	914.12	100.05%
001-335-210	Firefighter Supplemental Compensation	5,000.00	-	5,000.00	10,000.00	10,145.55	145.55	101.46%
001-335-701	FDEP Surcharge Tax - Windley Key	7,000.00	-	2,000.00	9,000.00	9,242.38	242.38	102.69%
001-336-000	State Payments In Lieu Of Taxes	2,500.00	-	(200.00)	2,300.00	2,314.78	14.78	100.64%
001-337-201	Keys Health Ready Coalition Grant	-	-	15,900.00	15,900.00	15,910.39	10.39	100.07%
001-337-701	TDC Beach Maintenance Agreement	57,000.00	5,000.00	27,600.00	89,600.00	89,603.45	3.45	100.00%

		BUDGET				FY 21-22 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE		Actual as % of Budget
		FY 21-22 Adopted Budget	FY 21-22 Budget Amendment - Approved 6/23/2022	Year-End FY 21-22 Budget Amendment Requested	Proposed FY 21-22 Adjusted Budget		Favorable (Unfavorable)		
001-342-200	Special Event Fire Protection Fee	15,000.00	-	(10,200.00)	4,800.00	4,842.50	42.50		100.89%
001-342-401	Emergency Management Service Fee	200,000.00	-	33,700.00	233,700.00	233,782.45	82.45		100.04%
001-347-201	Park Entrance Fee	300,000.00	-	164,000.00	464,000.00	464,210.75	210.75		100.05%
001-347-501	Pool Entrance Fee	30,000.00	-	13,000.00	43,000.00	43,853.17	853.17		101.98%
001-347-502	Pool/Park Membership - Resident	15,000.00	-	4,500.00	19,500.00	19,582.95	82.95		100.43%
001-347-503	Pool/Park Membership - Non-Resident	15,000.00	-	4,200.00	19,200.00	19,264.24	64.24		100.33%
001-347-901	Recreation Camp Fee	40,000.00	-	7,000.00	47,000.00	47,160.00	160.00		100.34%
001-354-000	Code Compliance Lien Payments	75,000.00	80,000.00	131,600.00	286,600.00	286,643.50	43.50		100.02%
001-359-001	MCSO Citation Payments	30,000.00	22,000.00	35,000.00	87,000.00	87,254.37	254.37		100.29%
001-359-002	MCSO Citations - Training Surcharge	30,000.00	-	(26,000.00)	4,000.00	4,192.87	192.87		104.82%
001-361-000	Interest Revenue	30,000.00	-	-	30,000.00	28,137.09	(1,862.91)		93.79%
001-362-001	Park Facilities Rental Fee	15,000.00	1,000.00	2,500.00	18,500.00	18,568.76	68.76		100.37%
001-362-002	Pool Team Rental Fee	30,000.00	-	(11,700.00)	18,300.00	18,373.31	73.31		100.40%
001-362-003	Swim Instruction	50,000.00	-	6,800.00	56,800.00	56,865.00	65.00		100.11%
001-362-004	Dive Instruction	15,000.00	-	(7,100.00)	7,900.00	7,907.50	7.50		100.09%
001-362-005	Tennis Instruction	180,000.00	-	(9,800.00)	170,200.00	170,294.50	94.50		100.06%
001-362-006	Water Aerobics Instruction	15,000.00	-	3,000.00	18,000.00	18,186.00	186.00		101.03%
001-362-007	Synchronized Swim Instruction	8,000.00	-	(500.00)	7,500.00	7,530.00	30.00		100.40%
001-362-008	Freediving Instruction	5,000.00	-	-	5,000.00	5,600.00	600.00		112.00%
001-362-009	Fitness Instruction	30,000.00	-	(4,700.00)	25,300.00	25,358.00	58.00		100.23%
001-369-000	Miscellaneous Revenue	50,000.00	-	28,900.00	78,900.00	78,907.19	7.19		100.01%
001-369-001	Retail Sales	1,500.00	-	-	1,500.00	1,719.78	219.78		114.65%
001-369-002	General Asphalt Maint Agreement	-	-	2,600.00	2,600.00	2,666.67	66.67		102.56%
001-369-901	WEX Fuel Credit	1,500.00	-	1,600.00	3,100.00	3,176.79	76.79		102.48%
001-381-000	Transfers In	180,000.00	-	(96,000.00)	84,000.00	84,000.00	-		100.00%
Total Revenues		17,673,900.00	188,300.00	1,022,400.00	18,884,600.00	18,937,595.76	52,995.76		100.28%

Islamorada, Village of Islands
FY 21-22 Budget Amendment
September 30, 2022

EXHIBIT A

Expenditures

Village Council

BUDGET				FY 21-22 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
FY 21-22 Adopted Budget	FY 21-22 Budget Amendment - Approved 6/23/2022	Year-End FY 21-22 Budget Amendment Requested	Proposed FY 21-22 Adjusted Budget			
001-0100-511-11	Executive Salaries	60,000.00	-	60,000.00	-	100.00%
001-0100-511-21	FICA Taxes	4,600.00	-	4,600.00	10.00	99.78%
001-0100-511-31	Professional Services	197,000.00	(11,000.00)	186,000.00	2,632.85	98.58%
001-0100-511-40	Travel & Per Diem	12,000.00	9,000.00	27,200.00	67.56	99.75%
001-0100-511-41	Communications	2,500.00	2,000.00	5,000.00	448.60	91.84%
001-0100-511-48	PR / Advertising	212,000.00	-	288,000.00	339.77	99.88%
001-0100-511-51	Office Supplies	4,300.00	-	4,300.00	1,587.17	63.09%
001-0100-511-54	Dues & Subscriptions	2,400.00	-	2,400.00	615.49	74.35%
001-0100-511-55	Training	5,000.00	-	5,000.00	3,842.00	23.16%
499,800.00	-	83,200.00	583,000.00	573,456.56	9,543.44	98.36%

Village Attorney

001-0200-514-12	Regular Salaries & Wages	222,900.00	-	-	222,900.00	213,740.71	9,159.29	95.89%
001-0200-514-14	Overtime	1,000.00	-	-	1,000.00	507.75	492.25	50.78%
001-0200-514-21	Payroll Taxes	14,300.00	-	-	14,300.00	14,256.04	43.96	99.69%
001-0200-514-22	Retirement Contributions	70,800.00	-	-	70,800.00	69,261.67	1,538.33	97.83%
001-0200-514-23	Employee Insurance Premiums	18,200.00	-	-	18,200.00	17,031.27	1,168.73	93.58%
001-0200-514-31	Professional Services	150,000.00	(1,500.00)	150,000.00	298,500.00	298,207.17	292.83	99.90%
001-0200-514-40	Travel & Per Diem	8,000.00	-	-	8,000.00	3,241.66	4,758.34	40.52%
001-0200-514-41	Communications	4,500.00	-	-	4,500.00	3,874.90	625.10	86.11%
001-0200-514-42	Freight & Postage	500.00	-	-	500.00	25.94	474.06	5.19%
001-0200-514-51	Office Supplies	2,000.00	-	-	2,000.00	286.87	1,713.13	14.34%
001-0200-514-54	Dues & Subscriptions	6,000.00	1,500.00	-	7,500.00	7,066.34	433.66	94.22%
001-0200-514-55	Training	3,000.00	-	-	3,000.00	950.00	2,050.00	31.67%
		501,200.00	-	150,000.00	651,200.00	628,450.32	22,749.68	96.51%

Village Manager

001-0300-512-12	Regular Salaries & Wages	482,100.00	-	482,100.00	426,211.34	55,888.66	88.41%
001-0300-512-14	Overtime	-	-	1,000.00	349.34	650.66	34.93%
001-0300-512-21	Payroll Taxes	32,900.00	-	32,900.00	32,508.53	391.47	98.81%
001-0300-512-22	Retirement Contributions	109,600.00	-	109,600.00	91,451.65	18,148.35	83.44%
001-0300-512-23	Employee Insurance Premiums	45,200.00	-	45,200.00	43,012.72	2,187.28	95.16%
001-0300-512-31	Professional Services	1,045,000.00	(10,000.00)	(17,500.00)	755,954.01	261,545.99	74.30%
001-0300-512-40	Travel & Per Diem	10,000.00	-	10,000.00	4,306.18	5,693.82	43.06%
001-0300-512-41	Communications	6,500.00	-	6,500.00	6,013.52	486.48	92.52%

Islamorada, Village of Islands
FY 21-22 Budget Amendment
September 30, 2022

EXHIBIT A

		BUDGET				FY 21-22 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE		Actual as % of Budget
		FY 21-22 Adopted Budget	FY 21-22 Budget Amendment - Approved 6/23/2022	Year-End FY 21-22 Budget Amendment Requested	Proposed FY 21-22 Adjusted Budget		Favorable (Unfavorable)		
001-0300-512-42	Freight & Postage	500.00	-	-	500.00	125.74	374.26	25.15%	
001-0300-512-46	Repair & Maintenance	-	6,000.00	-	6,000.00	5,821.41	178.59	97.02%	
001-0300-512-48	PR / Advertising	3,000.00	-	2,000.00	5,000.00	4,039.34	960.66	80.79%	
001-0300-512-49	Other Expenses	10,000.00	2,500.00	12,000.00	24,500.00	22,548.45	1,951.55	92.03%	
001-0300-512-51	Office Supplies	3,000.00	1,000.00	2,000.00	6,000.00	5,421.17	578.83	90.35%	
001-0300-512-52	Operating Suupplies	-	500.00	500.00	1,000.00	607.18	392.82	60.72%	
001-0300-512-54	Dues & Subscriptions	6,500.00	-	-	6,500.00	3,692.16	2,807.84	56.80%	
001-0300-512-55	Training	6,000.00	-	-	6,000.00	5,797.50	202.50	96.63%	
		1,760,300.00	-	-	1,760,300.00	1,407,860.24	352,439.76	79.98%	
Village Clerk									
001-0400-512-12	Regular Salaries & Wages	136,700.00	-	16,000.00	152,700.00	150,776.47	1,923.53	98.74%	
001-0400-512-14	Overtime	1,000.00	8,000.00	5,000.00	14,000.00	13,269.37	730.63	94.78%	
001-0400-512-21	Payroll Taxes	10,600.00	-	1,500.00	12,100.00	11,869.54	230.46	98.10%	
001-0400-512-22	Retirement Contributions	15,200.00	-	2,000.00	17,200.00	16,939.64	260.36	98.49%	
001-0400-512-23	Employee Insurance Premiums	19,900.00	-	-	19,900.00	14,717.06	5,182.94	73.96%	
001-0400-512-31	Professional Services	20,000.00	(8,000.00)	-	12,000.00	10,757.13	1,242.87	89.64%	
001-0400-512-40	Travel & Per Diem	2,000.00	-	500.00	2,500.00	2,350.32	149.68	94.01%	
001-0400-512-41	Communications	5,000.00	-	-	5,000.00	3,629.07	1,370.93	72.58%	
001-0400-512-42	Freight & Postage	1,000.00	-	-	1,000.00	281.52	718.48	28.15%	
001-0400-512-51	Office Supplies	5,000.00	-	-	5,000.00	3,924.13	1,075.87	78.48%	
001-0400-512-54	Dues & Subscriptions	8,000.00	-	-	8,000.00	2,139.46	5,860.54	26.74%	
001-0400-512-55	Training	2,000.00	-	-	2,000.00	974.00	1,026.00	48.70%	
		226,400.00	-	25,000.00	251,400.00	231,627.71	19,772.29	92.14%	
Finance									
001-0500-513-12	Regular Salaries & Wages	300,400.00	-	43,000.00	343,400.00	342,618.21	781.79	99.77%	
001-0500-513-14	Overtime	5,000.00	-	-	5,000.00	4,139.45	860.55	82.79%	
001-0500-513-21	Payroll Taxes	23,400.00	-	3,000.00	26,400.00	25,865.40	534.60	97.98%	
001-0500-513-22	Retirement Contributions	33,700.00	-	6,500.00	40,200.00	39,730.01	469.99	98.83%	
001-0500-513-23	Employee Insurance Premiums	38,800.00	-	2,500.00	41,300.00	40,644.11	655.89	98.41%	
001-0500-513-24	Workers' Compensation	140,000.00	-	(50,000.00)	90,000.00	87,407.20	2,592.80	97.12%	
001-0500-513-31	Professional Services	50,000.00	-	-	50,000.00	47,325.00	2,675.00	94.65%	
001-0500-513-32	Accounting & Auditing Services	60,000.00	-	-	60,000.00	60,000.00	-	100.00%	
001-0500-513-40	Travel & Per Diem	5,000.00	-	-	5,000.00	3,096.09	1,903.91	61.92%	
001-0500-513-41	Communications	4,500.00	-	-	4,500.00	3,727.83	772.17	82.84%	
001-0500-513-42	Freight & Postage	1,500.00	-	-	1,500.00	1,378.97	121.03	91.93%	

**Islamorada, Village of Islands
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EXHIBIT A

		BUDGET				FY 21-22 ACTUALS (Unaudited)	FINAL BUDGET v	Actual as % of Budget
		FY 21-22 Adopted Budget	FY 21-22 Budget Amendment - Approved 6/23/2022	Year-End FY 21-22 Budget Amendment Requested	Proposed FY 21-22 Adjusted Budget		ACTUALS VARIANCE	
							Favorable (Unfavorable)	100.00%
001-0500-513-43	Utilities	45,000.00	-	-	45,000.00	43,683.96	1,316.04	97.08%
001-0500-513-44	Rentals & Leases	5,000.00	-	-	5,000.00	4,293.98	706.02	85.88%
001-0500-513-45	Insurance	420,000.00	(21,000.00)	(19,100.00)	379,900.00	352,747.53	27,152.47	92.85%
001-0500-513-48	PR / Advertising	2,500.00		-	2,500.00	1,195.12	1,304.88	47.80%
001-0500-513-49	Other Expenses	-	16,500.00	12,000.00	28,500.00	27,867.58	632.42	97.78%
001-0500-513-51	Office Supplies	15,000.00		-	15,000.00	14,006.29	993.71	93.38%
001-0500-513-54	Dues & Subscriptions	42,500.00	4,500.00	2,100.00	49,100.00	49,081.57	18.43	99.96%
001-0500-513-55	Training	4,000.00	-	-	4,000.00	2,751.00	1,249.00	68.78%
		1,196,300.00	-	-	1,196,300.00	1,151,559.30	44,740.70	96.26%
Planning								
001-0600-515-12	Regular Salaries & Wages	546,900.00	-	-	546,900.00	540,244.60	6,655.40	98.78%
001-0600-515-14	Overtime	5,000.00	2,500.00	4,000.00	11,500.00	10,594.58	905.42	92.13%
001-0600-515-21	Payroll Taxes	42,300.00	2,500.00	-	44,800.00	40,772.48	4,027.52	91.01%
001-0600-515-22	Retirement Contributions	60,900.00	-	-	60,900.00	55,044.94	5,855.06	90.39%
001-0600-515-23	Employee Insurance Premiums	69,600.00	-	-	69,600.00	50,556.61	19,043.39	72.64%
001-0600-515-31	Professional Services	340,000.00	(9,700.00)	(9,500.00)	320,800.00	56,988.99	263,811.01	17.76%
001-0600-515-40	Travel & Per Diem	6,000.00	-	-	6,000.00	2,262.59	3,737.41	37.71%
001-0600-515-41	Communications	6,500.00	-	-	6,500.00	5,079.12	1,420.88	78.14%
001-0600-515-42	Freight & Postage	5,000.00	-	500.00	5,500.00	5,044.35	455.65	91.72%
001-0600-515-46	Repair & Maintenance	8,000.00	-	-	8,000.00	3,616.81	4,383.19	45.21%
001-0600-515-48	PR / Advertising	8,000.00	-	-	8,000.00	6,146.72	1,853.28	76.83%
001-0600-515-51	Office Supplies	10,000.00	-	-	10,000.00	9,640.29	359.71	96.40%
001-0600-515-52	Operating Supplies	-	1,500.00	2,500.00	4,000.00	3,739.02	260.98	93.48%
001-0600-515-54	Dues & Subscriptions	32,000.00	3,200.00	2,500.00	37,700.00	37,434.30	265.70	99.30%
001-0600-515-55	Training	6,000.00	-	-	6,000.00	955.00	5,045.00	15.92%
		1,146,200.00	-	-	1,146,200.00	828,120.40	318,079.60	72.25%
IT & Communications								
001-0700-519-12	Regular Salaries & Wages	183,800.00	-	3,000.00	186,800.00	186,080.86	719.14	99.62%
001-0700-519-21	Payroll Taxes	14,100.00	-	-	14,100.00	13,582.48	517.52	96.33%
001-0700-519-22	Retirement Contributions	20,300.00	-	3,000.00	23,300.00	22,725.26	574.74	97.53%
001-0700-519-23	Employee Insurance Premiums	20,000.00	-	2,500.00	22,500.00	22,042.88	457.12	97.97%
001-0700-519-31	Professional Services	151,500.00	(6,600.00)	(12,000.00)	132,900.00	74,117.31	58,782.69	55.77%
001-0700-519-40	Travel & Per Diem	2,000.00	-	-	2,000.00	263.71	1,736.29	13.19%
001-0700-519-41	Communications	57,800.00	-	-	57,800.00	46,559.97	11,240.03	80.55%
001-0700-519-42	Freight & Postage	-	100.00	-	100.00	61.90	38.10	61.90%

Islamorada, Village of Islands
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EXHIBIT A

		BUDGET				FY 21-22 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE		Actual as % of Budget
		FY 21-22 Adopted Budget	FY 21-22 Budget Amendment - Approved 6/23/2022	Year-End FY 21-22 Budget Amendment Requested	Proposed FY 21-22 Adjusted Budget		Favorable (Unfavorable)		
001-0700-519-44	Rentals & Leases	15,500.00		-	15,500.00	11,402.55	4,097.45		73.56%
001-0700-519-46	Repair & Maintenance	10,000.00	6,500.00	1,500.00	18,000.00	17,783.66	216.34		98.80%
001-0700-519-52	Operating Supplies	20,000.00	-	2,000.00	22,000.00	21,910.60	89.40		99.59%
001-0700-519-54	Dues & Subscriptions	61,000.00	-	-	61,000.00	59,050.36	1,949.64		96.80%
001-0700-519-55	Training	3,000.00	-	-	3,000.00	400.00	2,600.00		13.33%
		559,000.00	-	-	559,000.00	475,981.54	83,018.46		85.15%
Local Law Enforcement (MCSO)									
001-0800-521-12	Regular Salaries & Wages	49,400.00	-	500.00	49,900.00	49,531.83	368.17		99.26%
001-0800-521-14	Overtime	500.00	-	-	500.00	100.65	399.35		20.13%
001-0800-521-21	Payroll Taxes	3,900.00	-	-	3,900.00	3,671.04	228.96		94.13%
001-0800-521-22	Retirement Contributions	5,600.00	-	-	5,600.00	5,436.29	163.71		97.08%
001-0800-521-23	Employee Insurance Premiums	9,900.00	-	-	9,900.00	9,677.87	222.13		97.76%
001-0800-521-31	Professional Services	2,308,000.00	-	-	2,308,000.00	2,307,693.96	306.04		99.99%
001-0800-521-40	Travel & Per Diem	1,000.00	-	-	1,000.00	-	1,000.00		0.00%
001-0800-521-41	Communications	8,000.00	-	-	8,000.00	7,190.72	809.28		89.88%
001-0800-521-42	Freight & Postage	-	100.00	-	100.00	2.65	97.35		2.65%
001-0800-521-46	Repair & Maintenance	5,000.00	17,000.00	2,500.00	24,500.00	23,723.84	776.16		96.83%
001-0800-521-51	Office Supplies	3,500.00	-	-	3,500.00	1,849.70	1,650.30		52.85%
001-0800-521-52	Operating Supplies	65,000.00	-	40,000.00	105,000.00	102,490.66	2,509.34		97.61%
001-0800-521-54	Dues & Subscriptions	1,500.00	-	-	1,500.00	431.52	1,068.48		28.77%
001-0800-521-55	Training	1,000.00	(100.00)	-	900.00	-	900.00		0.00%
		2,462,300.00	17,000.00	43,000.00	2,522,300.00	2,511,800.73	10,499.27		99.58%
Fire Rescue									
001-0900-522-12	Regular Salaries & Wages	2,618,000.00	-	245,000.00	2,863,000.00	2,859,036.00	3,964.00		99.86%
001-0900-522-13	Other Salaries & Wages	40,000.00	60,000.00	30,000.00	130,000.00	128,430.53	1,569.47		98.79%
001-0900-522-14	Overtime	429,400.00	-	82,000.00	511,400.00	509,494.65	1,905.35		99.63%
001-0900-522-21	Payroll Taxes	269,000.00	-	-	269,000.00	261,971.33	7,028.67		97.39%
001-0900-522-22	Retirement Contributions	865,700.00	-	-	865,700.00	861,800.51	3,899.49		99.55%
001-0900-522-23	Employee Insurance Premiums	321,300.00	-	100,000.00	421,300.00	416,625.14	4,674.86		98.89%
001-0900-522-31	Professional Services	95,000.00	-	-	95,000.00	91,984.20	3,015.80		96.83%
001-0900-522-40	Travel & Per Diem	20,000.00	-	-	20,000.00	4,557.93	15,442.07		22.79%
001-0900-522-41	Communications	70,000.00	-	-	70,000.00	59,391.54	10,608.46		84.85%
001-0900-522-42	Freight & Postage	500.00	1,000.00	-	1,500.00	1,044.86	455.14		69.66%
001-0900-522-43	Utilities	35,000.00	-	8,000.00	43,000.00	42,147.14	852.86		98.02%
001-0900-522-44	Rentals & Leases	-	500.00	-	500.00	105.50	394.50		21.10%

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EXHIBIT A

		BUDGET				FY 21-22 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 21-22 Adopted Budget	FY 21-22 Budget Amendment - Approved 6/23/2022	Year-End FY 21-22 Budget Amendment Requested	Proposed FY 21-22 Adjusted Budget			
							Favorable (Unfavorable)	100.00%
001-0900-522-45	Insurance	20,000.00	4,500.00	3,000.00	27,500.00	27,096.56	403.44	98.53%
001-0900-522-46	Repair & Maintenance	285,000.00	(75,500.00)	-	209,500.00	209,488.96	11.04	99.99%
001-0900-522-48	PR / Advertising	3,500.00	-	-	3,500.00	-	3,500.00	
001-0900-522-49	Other Expenses	-	2,500.00	1,000.00	3,500.00	3,280.35	219.65	93.72%
001-0900-522-51	Office Supplies	10,000.00	-	-	10,000.00	3,352.96	6,647.04	33.53%
001-0900-522-52	Operating Supplies	270,000.00	-	55,000.00	325,000.00	323,698.95	1,301.05	99.60%
001-0900-522-54	Dues & Subscriptions	35,000.00	7,000.00	2,000.00	44,000.00	43,275.32	724.68	98.35%
001-0900-522-55	Training	30,000.00	-	-	30,000.00	21,317.39	8,682.61	71.06%
		5,417,400.00	-	526,000.00	5,943,400.00	5,868,099.82	75,300.18	98.73%
Code Compliance								
001-1100-524-12	Regular Salaries & Wages	114,800.00	-	-	114,800.00	113,534.54	1,265.46	98.90%
001-1100-524-14	Overtime	7,500.00	500.00	1,200.00	9,200.00	9,003.60	196.40	97.87%
001-1100-524-21	Payroll Taxes	9,400.00	-	500.00	9,900.00	9,716.74	183.26	98.15%
001-1100-524-22	Retirement Contributions	13,500.00	-	500.00	14,000.00	13,597.39	402.61	97.12%
001-1100-524-23	Employee Insurance Premiums	22,200.00	-	2,500.00	24,700.00	24,138.25	561.75	97.73%
001-1100-524-31	Professional Services	20,000.00	(2,500.00)	(8,000.00)	9,500.00	9,078.22	421.78	95.56%
001-1100-524-40	Travel & Per Diem	4,000.00	-	-	4,000.00	807.56	3,192.44	20.19%
001-1100-524-41	Communications	7,000.00	-	-	7,000.00	5,273.19	1,726.81	75.33%
001-1100-524-42	Freight & Postage	5,000.00	-	-	5,000.00	2,460.59	2,539.41	49.21%
001-1100-524-46	Repair & Maintenance	2,500.00	2,000.00	2,500.00	7,000.00	6,466.99	533.01	92.39%
001-1100-524-51	Office Supplies	2,500.00	-	1,000.00	3,500.00	3,108.74	391.26	88.82%
001-1100-524-52	Operating Supplies	5,000.00	-	2,500.00	7,500.00	6,663.40	836.60	88.85%
001-1100-524-54	Dues & Subscriptions	8,000.00	25,000.00	500.00	33,500.00	33,008.07	491.93	98.53%
001-1100-524-55	Training	4,000.00	-	(3,200.00)	800.00	75.00	725.00	9.38%
		225,400.00	25,000.00	-	250,400.00	236,932.28	13,467.72	94.62%
Public Works - Roadway Maintenance								
001-1200-541-12	Regular Salaries & Wages	639,000.00	-	-	639,000.00	614,275.34	24,724.66	96.13%
001-1200-541-14	Overtime	20,000.00	-	500.00	20,500.00	20,323.38	176.62	99.14%
001-1200-541-21	Payroll Taxes	50,500.00	-	-	50,500.00	47,574.48	2,925.52	94.21%
001-1200-541-22	Retirement Contributions	70,100.00	-	10,000.00	80,100.00	79,626.53	473.47	99.41%
001-1200-541-23	Life & Health Insurance	145,200.00	-	-	145,200.00	138,687.31	6,512.69	95.51%
001-1200-541-40	Travel & Per Diem	2,000.00	-	1,500.00	3,500.00	3,142.46	357.54	89.78%
001-1200-541-41	Communications	22,000.00	-	-	22,000.00	21,763.10	236.90	98.92%
001-1200-541-42	Freight & Postage	500.00	-	-	500.00	3.81	496.19	0.76%
001-1200-541-43	Utilities	107,000.00	-	-	107,000.00	73,202.05	33,797.95	68.41%

Islamorada, Village of Islands
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EXHIBIT A

		BUDGET				FY 21-22 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	
		FY 21-22 Adopted Budget	FY 21-22 Budget Amendment - Approved 6/23/2022	Year-End FY 21-22 Budget Amendment Requested	Proposed FY 21-22 Adjusted Budget		Favorable (Unfavorable)	Actual as % of Budget
								100.00%
001-1200-541-44	Rentals & Leases	10,000.00	-	2,500.00	12,500.00	12,395.44	104.56	99.16%
001-1200-541-46	Repair & Maintenance	190,000.00	-	15,000.00	205,000.00	204,715.30	284.70	99.86%
001-1200-541-48	PR / Advertising	500.00	-	-	500.00	162.50	337.50	32.50%
001-1200-541-51	Office Supplies	3,000.00	-	-	3,000.00	2,774.49	225.51	92.48%
001-1200-541-52	Operating Supplies	150,000.00	-	42,000.00	192,000.00	190,944.47	1,055.53	99.45%
001-1200-541-54	Dues & Subscriptions	1,600.00	-	-	1,600.00	1,218.62	381.38	76.16%
001-1200-541-55	Training	5,000.00	-	-	5,000.00	2,069.00	2,931.00	41.38%
		1,416,400.00	-	71,500.00	1,487,900.00	1,412,878.28	75,021.72	94.96%
Public Works - Fills								
001-1201-541-12	Regular Salaries & Wages	34,100.00	-	3,000.00	37,100.00	36,653.65	446.35	98.80%
001-1201-541-14	Overtime	200,000.00	-	(3,000.00)	197,000.00	111,361.49	85,638.51	56.53%
001-1201-541-21	Payroll Taxes	19,200.00	-	-	19,200.00	11,035.13	8,164.87	57.47%
001-1201-541-22	Retirement Contributions	23,800.00	-	-	23,800.00	4,715.32	19,084.68	19.81%
001-1201-541-23	Employee Insurance Premiums	9,800.00	-	-	9,800.00	9,634.92	165.08	98.32%
001-1200-541-44	Rentals & Leases	12,000.00	-	-	12,000.00	5,420.00	6,580.00	45.17%
001-1200-541-52	Operating Supplies	25,000.00	-	-	25,000.00	-	25,000.00	
		323,900.00	-	-	323,900.00	178,820.51	145,079.49	55.21%
Parks & Recreation								
001-1300-572-12	Regular Salaries & Wages	695,200.00	-	2,500.00	697,700.00	696,919.76	780.24	99.89%
001-1300-572-13	Other Salaries & Wages	209,400.00	-	(60,000.00)	149,400.00	143,685.28	5,714.72	96.17%
001-1300-572-14	Overtime	40,000.00	-	2,500.00	42,500.00	41,533.13	966.87	97.73%
001-1300-572-21	Payroll Taxes	72,300.00	-	-	72,300.00	67,834.87	4,465.13	93.82%
001-1300-572-22	Retirement Contributions	85,400.00	-	(10,000.00)	75,400.00	61,118.75	14,281.25	81.06%
001-1300-572-23	Employee Insurance Premiums	152,200.00	-	-	152,200.00	145,141.67	7,058.33	95.36%
001-1300-572-31	Professional Services	268,700.00	-	4,000.00	272,700.00	272,378.30	321.70	99.88%
001-1300-572-40	Travel & Per Diem	2,000.00	-	500.00	2,500.00	2,352.92	147.08	94.12%
001-1300-572-41	Communications	30,000.00	-	-	30,000.00	23,052.68	6,947.32	76.84%
001-1300-572-42	Freight & Postage	500.00	-	-	500.00	72.32	427.68	14.46%
001-1300-572-43	Utilities	300,000.00	-	2,500.00	302,500.00	301,834.15	665.85	99.78%
001-1300-572-44	Rentals & Leases	5,000.00	-	-	5,000.00	237.95	4,762.05	4.76%
001-1300-572-46	Repair & Maintenance	134,500.00	-	-	134,500.00	81,564.56	52,935.44	60.64%
001-1300-572-48	PR / Advertising	2,000.00	-	500.00	2,500.00	2,368.80	131.20	94.75%
001-1300-572-49	Other Expenses	5,000.00	-	-	5,000.00	132.83	4,867.17	2.66%
001-1300-572-51	Office Supplies	5,000.00	-	2,500.00	7,500.00	6,849.97	650.03	91.33%
001-1300-572-52	Operating Supplies	150,000.00	-	55,000.00	205,000.00	203,937.70	1,062.30	99.48%

Islamorada, Village of Islands
FY 21-22 Budget Amendment
September 30, 2022

EXHIBIT A

		BUDGET				FY 21-22 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 21-22 Adopted Budget	FY 21-22 Budget Amendment - Approved 6/23/2022	Year-End FY 21-22 Budget Amendment Requested	Proposed FY 21-22 Adjusted Budget			
							Favorable (Unfavorable)	100.00%
001-1300-572-54	Dues & Subscriptions	3,000.00	-	-	3,000.00	2,976.22	23.78	99.21%
001-1300-572-55	Training	3,000.00	-	-	3,000.00	2,149.00	851.00	71.63%
001-1300-574-49	Special Events	15,000.00	-	-	15,000.00	11,626.53	3,373.47	77.51%
		2,178,200.00	-	-	2,178,200.00	2,067,767.39	110,432.61	94.93%
Transfers Out								
001-9000-581-06	Transfer to Debt Service Fund (200)	310,000.00	-	-	310,000.00	304,263.89	5,736.11	98.15%
001-9000-581-08	Transfer to Capital Projects Fund (300)	91,100.00	-	-	91,100.00	84,000.00	7,100.00	92.21%
	General Purchases	41,100.00	-	-	41,100.00	-		
	Landscape Mitigation	50,000.00	-	-	50,000.00	-		
		401,100.00	-	-	401,100.00	388,263.89	12,836.11	96.80%
	Total Expenditures	18,313,900.00	42,000.00	898,700.00	19,254,600.00	17,961,618.97	1,292,981.03	93.28%
	REVENUES OVER/(UNDER) EXPENDITURES	(640,000.00)	146,300.00	123,700.00	(370,000.00)	975,976.79		
	Addition to / (Use of) Fund Balance					-		
Fund Balance - Ending, 9/30/2022 (Projected)								
001-280-000	Fund Bal - Nonspendable	123,100.00	49,100.00		172,200.00	172,284.37		
001-281-001	Fund Bal - Restricted - MCSO Training	114,500.00	(48,300.00)	3,000.00	69,200.00	70,393.95		
001-282-002	Fund Bal - Committed - Landscape Mitigation	410,000.00	97,400.00	240,000.00	747,400.00	758,674.57		
001-284-000	Fund Bal - Unassigned	7,897,000.00	1,243,100.00	1,400,000.00	10,540,100.00	10,609,784.81		
		8,544,600.00	1,341,300.00	1,643,000.00	11,528,900.00	11,355,725.18		
					54.74%	59.07%		

Fund: 101 - Impact Fee Fund

Fund Balance - Beginning, 10/1/2021

101-282-000	Fund Bal - Committed - Transportation Imp Fees	539,600.00	8,700.00	-	548,300.00
101-282-001	Fund Bal - Committed - Fire Rescue Imp Fees	406,800.00	12,300.00	-	419,100.00
101-282-002	Fund Bal - Committed - Parks & Rec Imp Fees	889,200.00	243,100.00	-	1,132,300.00
101-284-000	Fund Bal - Unassigned	-	-	-	-
		1,835,600.00	264,100.00	-	2,099,700.00

	FY 21-22 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE
		Actual as % of Budget
		<i>Favorable (Unfavorable)</i>
		100.00%

Revenues

101-324-110	Impact Fees - Fire Rescue - Residential	35,000.00	-	22,900.00	57,900.00	57,971.35	71.35	100.12%
101-324-120	Impact Fees - Fire Rescue - Commercial	5,000.00	-	(4,000.00)	1,000.00	1,015.62	15.62	101.56%
101-324-310	Impact Fees - Transportation - Residential	50,000.00	-	26,300.00	76,300.00	76,343.38	43.38	100.06%
101-324-610	Impact Fees - Parks & Recreation - Residential	160,000.00	-	124,100.00	284,100.00	284,138.56	38.56	100.01%
101-324-620	Impact Fees - Parks & Recreation - Commercial	5,000.00	-	(5,000.00)	-	-	-	
101-361-000	Interest Revenue	15,000.00	-	(10,000.00)	5,000.00	5,691.06	691.06	113.82%
	Total Revenues	270,000.00	-	154,300.00	424,300.00	425,159.97	859.97	100.20%

Expenditures

101-9000-581-91	Transfer to Cap Proj Fund	1,250,000.00	-	-	1,250,000.00	157,756.88	1,092,243.12	12.62%
	<i>Fire (Storage Building)</i>	<i>200,000.00</i>	<i>-</i>	<i>-</i>	<i>200,000.00</i>	<i>5,970.00</i>		
	<i>Parks & Rec (KTCP Boardwalk)</i>	<i>300,000.00</i>	<i>-</i>	<i>-</i>	<i>300,000.00</i>	<i>66,621.33</i>		
	<i>Parks & Rec (GTH Improvements)</i>	<i>750,000.00</i>	<i>-</i>	<i>-</i>	<i>750,000.00</i>	<i>76,665.55</i>		
	<i>Parks & Rec (Plantation Tropical Preserve)</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>8,500.00</i>		
	Total Expenditures	1,250,000.00	-	-	1,250,000.00	157,756.88	1,092,243.12	12.62%

REVENUES OVER/(UNDER) EXPENDITURES	(980,000.00)	-	154,300.00	(825,700.00)	267,403.09	0.00
<i>Addition to / (Use of) Fund Balance</i>						

Fund Balance - Ending, 9/30/2022 (Projected)

101-282-000	Fund Bal - Committed - Transportation Imp Fees	589,600.00	8,700.00	-	598,300.00	624,662.72
101-282-001	Fund Bal - Committed - Fire Rescue Imp Fees	246,800.00	12,300.00	-	259,100.00	472,204.62
101-282-002	Fund Bal - Committed - Parks & Rec Imp Fees	19,200.00	243,100.00	-	262,300.00	1,273,083.88
101-284-000	Fund Bal - Unassigned	-	-	-	-	-
		855,600.00	264,100.00	-	1,119,700.00	2,369,951.22

Fund: 102 - Solid Waste Fund

Fund Balance - Beginning, 10/1/2021

BUDGET					FY 21-22 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE Favorable (Unfavorable)	Actual as % of Budget 100.00%
FY 21-22 Adopted Budget	FY 21-22 Budget Amendment - Approved 6/23/2022	Year-End FY 21-22 Budget Amendment Requested	Proposed FY 21-22 Adjusted Budget				
102-282-000	Fund Bal - Committed	88,200.00	4,400.00	-	92,600.00	92,633.81	
		88,200.00	4,400.00	-	92,600.00	92,633.81	
Revenues							
102-325-101	Assessment Revenue	1,921,200.00	-	4,500.00	1,925,700.00	1,926,648.81	948.81 100.05%
102-361-000	Interest Revenue	1,500.00	-	-	1,500.00	782.18	(717.82) 52.15%
	Total Revenues	1,922,700.00	-	4,500.00	1,927,200.00	1,927,430.99	230.99 100.01%
Expenditures							
102-1200-534-12	Regular Salaries & Wages	10,700.00	-	2,000.00	12,700.00	11,896.91	803.09 93.68%
102-1200-534-21	Payroll Taxes	900.00	-	100.00	1,000.00	978.80	21.20 97.88%
102-1200-534-22	Retirement Contributions	1,200.00	-	100.00	1,300.00	1,254.50	45.50 96.50%
102-1200-534-23	Employee Insurance Premiums	1,100.00	-	-	1,100.00	998.97	101.03 90.82%
102-1200-534-24	Workers' Comp Insurance	500.00	-	-	500.00	169.72	330.28 33.94%
102-1200-534-31	Professional Services	10,000.00	-	(2,000.00)	8,000.00	8,000.00	- 100.00%
102-1200-534-43	Solid Waste (Utility) Services	1,979,800.00	-	10,000.00	1,989,800.00	1,972,274.06	17,525.94 99.12%
1021200-534-45	Insurance	500.00	-	-	500.00	175.96	324.04 35.19%
102-1200-534-48	Legal Advertisements	500.00	-	-	500.00	238.40	261.60 47.68%
	Total Expenditures	2,005,200.00	-	10,200.00	2,015,400.00	1,995,987.32	19,412.68 99.04%
	REVENUES OVER/(UNDER) EXPENDITURES	(82,500.00)	-	(5,700.00)	(88,200.00)	(68,556.33)	
	<i>Addition to / (Use of) Fund Balance</i>					-	
Fund Balance - Ending, 9/30/2022 (Projected)							
102-282-000	Fund Bal - Committed	5,700.00	4,400.00	19,800.00	29,900.00	24,077.48	
		5,700.00	4,400.00	19,800.00	29,900.00	24,077.48	

Islamorada, Village of Islands
FY 21-22 Budget Amendment
September 30, 2022

EXHIBIT A

Fund: 103 - Transportation Fund

Fund Balance - Beginning, 10/1/2021

BUDGET				FY 21-22 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE Favorable (Unfavorable)	Actual as % of Budget 100.00%
FY 21-22 Adopted Budget	FY 21-22 Budget Amendment - Approved 6/23/2022	Year-End FY 21-22 Budget Amendment Requested	Proposed FY 21-22 Adjusted Budget			
103-281-001	Fund Bal - Restricted	(56,800.00)	44,000.00	-	(12,800.00)	(12,898.05)
		(56,800.00)	44,000.00	-	(12,800.00)	(12,898.05)
Revenues						
103-312-410	1st Local Option Fuel Tax	294,500.00	-	-	294,500.00	294,500.01
103-312-420	2nd Local Option Fuel Tax	209,300.00	-	-	209,300.00	224,381.07
103-335-120	State Revenue Sharing - Municipal Fuel	76,800.00	-	-	76,800.00	97,084.38
103-338-000	MoCo ILA-Supplemental Gas Tax	22,200.00	-	-	22,200.00	22,236.00
103-361-000	Interest Revenue	-	-	-	-	36.48
	Total Revenues	602,800.00	-	-	602,800.00	638,237.94
Expenditures						
103-1200-581-01	Transfer to Govtl DS Fund	550,000.00	-	-	550,000.00	534,966.00
	Total Expenditures	550,000.00	-	-	550,000.00	534,966.00
	REVENUES OVER/(UNDER) EXPENDITURES	52,800.00	-	-	52,800.00	103,271.94
	<i>Addition to / (Use of) Fund Balance</i>					-
Fund Balance - Ending, 9/30/2022 (Projected)						
103-281-001	Fund Bal - Restricted	(4,000.00)	44,000.00	-	40,000.00	90,373.89
		(4,000.00)	44,000.00	-	40,000.00	90,373.89

Fund: 104 - Affordable Housing Fund

Fund Balance - Beginning, 10/1/2021

BUDGET					FY 21-22 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE Favorable (Unfavorable)	Actual as % of Budget 100.00%
FY 21-22 Adopted Budget	FY 21-22 Budget Amendment - Approved 6/23/2022	Year-End FY 21-22 Budget Amendment Requested	Proposed FY 21-22 Adjusted Budget				
104-282-000 Fund Bal - Committed	96,000.00	36,000.00	-	132,000.00	117,010.72		
	96,000.00	36,000.00	-	132,000.00	117,010.72		
Revenues							
104-324-410 Impact Fees - Affordable Housing - Residential	100,000.00	6,000.00	84,400.00	190,400.00	190,401.64	1.64	100.00%
104-324-420 Impact Fees - Affordable Housing - Commercial	5,000.00	-	(5,000.00)	-	-	-	
104-361-000 Interest Revenue	2,000.00	-	-	2,000.00	2,332.75	332.75	116.64%
104-381-000 Transfer In - ARPA Funds from 108	-	800,000.00	-	800,000.00	800,000.00	-	100.00%
104-383-001 Aff Hsng Lease Proceeds	5,000.00	-	-	5,000.00	5,292.93	292.93	105.86%
Total Revenues	112,000.00	806,000.00	79,400.00	997,400.00	998,027.32	627.32	100.06%
Expenditures							
104-0000-554-31 Professional Services	30,000.00	-	-	30,000.00	16,000.00	14,000.00	53.33%
104-0000-554-83 Grants & Aids to Private Citizens	30,000.00	-	-	30,000.00	10,000.00	20,000.00	33.33%
Total Expenditures	60,000.00	-	-	60,000.00	26,000.00	34,000.00	43.33%
REVENUES OVER/(UNDER) EXPENDITURES	52,000.00	806,000.00	79,400.00	937,400.00	972,027.32		
Addition to / (Use of) Fund Balance					-		

Fund Balance - Ending, 9/30/2022 (Projected)

104-282-000 Fund Bal - Committed	148,000.00	842,000.00	79,400.00	1,069,400.00	1,089,038.04		
	148,000.00	842,000.00	79,400.00	1,069,400.00	1,089,038.04		

Fund 107 - Building Fund

Fund Balance - Beginning, 10/1/2021

BUDGET					FY 21-22 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
FY 21-22 Adopted Budget	FY 21-22 Budget Amendment - Approved 6/23/2022	Year-End FY 21-22 Budget Amendment Requested	Proposed FY 21-22 Adjusted Budget				
						Favorable (Unfavorable)	100.00%
Fund Balance - Beginning, 10/1/2021							
107-281-000	Fund Bal - Restricted - Other Bldg Activities	260,366.00	82,400.00	-	342,766.00	342,711.86	
107-282-000	Fund Bal - Committed - Fla Bldg Code Enf	198,139.00	5,595.00	-	203,734.00	203,751.86	
		458,505.00	87,995.00	-	546,500.00	546,463.72	
Revenues							
107-316-000	Contractor Registration Fees	20,000.00	-	-	20,000.00	22,764.00	113.82%
107-322-000	Building Permit Fees	1,600,000.00	-	286,000.00	1,886,000.00	1,886,957.33	100.05%
107-361-000	Interest Revenue	1,000.00	-	-	1,000.00	1,756.72	175.67%
107-369-000	Miscellaneous Revenue	-	-	-	-	71.50	
	Total Revenues	1,621,000.00	-	286,000.00	1,907,000.00	1,911,549.55	100.24%
Expenditures							
107-1000-524-12	Regular Salaries & Wages	722,700.00	-	-	722,700.00	671,566.85	92.92%
107-1000-524-14	Overtime	29,700.00	-	-	29,700.00	25,839.88	87.00%
107-1000-524-21	Payroll Taxes	57,600.00	-	-	57,600.00	54,337.09	94.34%
107-1000-524-22	Retirement Plan Contributions	82,900.00	-	-	82,900.00	77,105.58	93.01%
107-1000-524-23	Employee Insurance Benefits	104,100.00	-	-	104,100.00	84,823.97	81.48%
107-1000-524-24	Workers' Compensation	15,000.00	-	-	15,000.00	11,501.00	76.67%
107-1000-524-31	Professional Services	560,000.00	-	17,000.00	577,000.00	576,410.90	99.90%
107-1000-524-40	Travel & Per Diem	15,000.00	-	-	15,000.00	302.00	2.01%
107-1000-524-41	Communications	8,500.00	-	-	8,500.00	6,265.00	73.71%
107-1000-524-42	Freight & Postage	10,000.00	-	-	10,000.00	161.81	1.62%
107-1000-524-45	Insurance	15,000.00	-	-	15,000.00	12,612.22	84.08%
107-1000-524-46	Repair & Maintenance	5,000.00	-	-	5,000.00	2,363.90	47.28%
107-1000-524-48	PR / Advertising	500.00	-	-	500.00	-	
107-1000-524-51	Office Supplies & Other Expenses	8,000.00	-	-	8,000.00	7,072.20	88.40%
107-1000-524-52	Operating Supplies	10,000.00	-	-	10,000.00	9,223.54	92.24%
107-1000-524-54	Dues & Subscriptions	40,000.00	-	-	40,000.00	36,452.32	91.13%
107-1000-524-55	Training	15,000.00	-	-	15,000.00	1,551.57	10.34%
107-9000-581-01	Transfer to General Fund	180,000.00	-	-	180,000.00	84,000.00	46.67%
	Total Expenditures	1,879,000.00	-	17,000.00	1,896,000.00	1,661,589.83	87.64%

Islamorada, Village of Islands
FY 21-22 Budget Amendment
September 30, 2022

EXHIBIT A

	BUDGET				FY 21-22 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	
	FY 21-22 Adopted Budget	FY 21-22 Budget Amendment - Approved 6/23/2022	Year-End FY 21-22 Budget Amendment Requested	Proposed FY 21-22 Adjusted Budget		Favorable (Unfavorable)	Actual as % of Budget
REVENUES OVER/(UNDER) EXPENDITURES	(258,000.00)	-	269,000.00	11,000.00	249,959.72		
<i>Addition to / (Use of) Fund Balance</i>					-		100.00%

Fund Balance - Ending, 9/30/2022 (Projected)

107-281-000	Fund Bal - Restricted - Other Bldg Activities	32,366.00	82,400.00	269,000.00	383,766.00	562,671.58
107-282-000	Fund Bal - Committed - Fla Bldg Code Enf	168,139.00	5,595.00	-	173,734.00	233,751.86
		200,505.00	87,995.00	269,000.00	557,500.00	796,423.44

BUDGET				FY 21-22 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE Favorable (Unfavorable)	Actual as % of Budget 100.00%
FY 21-22 Adopted Budget	FY 21-22 Budget Amendment - Approved 6/23/2022	Year-End FY 21-22 Budget Amendment Requested	Proposed FY 21-22 Adjusted Budget			
Fund: 108 - American Rescue Plan Act Grant Fund						
Fund Balance - Beginning, 10/1/2021						
108-281-000	Fund Bal - Restricted	-	-	-		
-	-	-	-	-		
Revenues						
108-331-001	ARPA Grant Proceeds	-	3,163,900.00	3,163,893.00	(7.00)	100.00%
Total Revenues		-	3,163,900.00	3,163,893.00	(7.00)	100.00%
Expenditures						
108-9000-581-01	Transfer Out to Aff Hsng Fund (104)	-	800,000.00	800,000.00	-	100.00%
108-9000-581-02	Transfer Out to Capital Project Fund (300)	-	781,950.00	2,363,893.00	7.00	100.00%
Total Expenditures		-	1,581,950.00	3,163,893.00	-	100.00%
REVENUES OVER/(UNDER) EXPENDITURES		-	1,581,950.00	(1,581,950.00)	-	
<i>Addition to / (Use of) Fund Balance</i>				-		
Fund Balance - Ending, 9/30/2022 (Projected)						
108-281-000	Fund Bal - Restricted	-	1,581,950.00	-	-	
-	-	-	1,581,950.00	(1,581,950.00)	-	

Fund: 200 - Debt Service Fund

Revenue								
200-381-002	Transfer from Transportation Fund	550,000.00	-	-	550,000.00	534,966.00	(15,034.00)	97.27%
200-381-003	Transfer from General Fund	310,000.00	-	-	310,000.00	304,263.89	(5,736.11)	98.15%
Total Revenues		860,000.00	-	-	860,000.00	839,229.89	(20,770.11)	97.58%
Expense								
200-0500-517-71	Principal	685,000.00	-	-	685,000.00	680,803.37	4,196.63	99.39%
	2013 Paving Loan	410,000.00	-	-	410,000.00	410,000.00		
	2012 Refunding of Series 2007	275,000.00	-	-	275,000.00	270,803.37		
200-0500-517-72	Interest	175,000.00	-	-	175,000.00	158,426.52	16,573.48	90.53%
	2013 Paving Loan	140,000.00	-	-	140,000.00	124,966.00		
	2012 Refunding of Series 2007	35,000.00	-	-	35,000.00	33,460.52		
Total Expenditures		860,000.00	-	-	860,000.00	839,229.89	20,770.11	97.58%
REVENUES OVER/(UNDER) EXPENDITURES		-	-	-	-	-		
Addition to / (Use of) Fund Balance								

BUDGET				FY 21-22 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
FY 21-22 Adopted Budget	FY 21-22 Budget Amendment - Approved 6/23/2022	Year-End FY 21-22 Budget Amendment Requested	Proposed FY 21-22 Adjusted Budget			
					Favorable (Unfavorable)	100.00%

Fund: 300 - Capital Project Fund

Fund Balance - Beginning, 10/1/2021

300-282-001	Fund Bal - Restricted - Disc Sales Surtax	4,032,953.00	756,000.00	-	4,788,953.00	4,788,890.39
		4,032,953.00	756,000.00	-	4,788,953.00	4,788,890.39

Revenues

300-312-600	Local Govt Discretionary Sales Surtax	\$ 2,549,000	\$ -	\$ 878,000	\$ 3,427,000	\$ 3,429,697.05	2,697.05	100.08%
	90% for Capital / Infrastructure Purposes	2,294,100.00	-	790,000.00	3,084,100.00	3,086,727.35		
	10% Limit for General Purposes	254,900.00	-	88,000.00	342,900.00	342,969.71		
300-331-001	FEMA Reimb - Irma (Anne's Beach)	500,000.00	-	(500,000.00)	-	-	-	
300-331-002	FEMA HMGP Reimbursement	1,575,000.00	-	(1,575,000.00)	-	-	-	
	Saferoom & Floodproofing	1,200,000.00	-	(1,200,000.00)	-	-		
	Critical Power	375,000.00	-	(375,000.00)	-	-		
300-334-001	FDEM Reimb - Irma	30,000.00	-	(30,000.00)	-	-	-	
300-334-705	Restore Act Grant (Canal 114)	128,000.00	-	(128,000.00)	-	-	-	
300-337-701	TDC Bricks & Mortar Grant	200,000.00	-	(145,000.00)	55,000.00	56,769.00	1,769.00	103.22%
300-361-100	Interest	10,000.00	-	4,000.00	14,000.00	14,261.12	261.12	101.87%
300-381-001	Transfers In	1,341,100.00	782,000.00	1,581,950.00	3,705,050.00	2,521,649.88	(1,183,400.12)	68.06%
	General Fund for General Capital Purchases	41,100.00	-	-	41,100.00	-		
	Landscape Mitigation (from General Fund)	50,000.00	-	-	50,000.00	-		
	Park Impact Fees for Plantation Trop Pres	-	-	-	-	8,500.00		
	Park Impact Fees for KTCP	300,000.00	-	-	300,000.00	66,621.33		
	Park Impact Fees for GTH	750,000.00	-	-	750,000.00	76,665.55		
	Fire Rescue Impact Fees for Storage Bldg	200,000.00	-	-	200,000.00	5,970.00		
	ARPA Funds from Fund 108	-	782,000.00	1,581,950.00	2,363,950.00	2,363,893.00		
300-369-000	Miscellaneous Revenue	-	-	165,000.00	165,000.00	165,000.00	-	100.00%
300-388-200	Sale of General Capital Assets	-	-	28,000.00	28,000.00	28,580.00	580.00	102.07%
300-388-200	Insurance Proceeds	-	-	11,400.00	11,400.00	54,605.25	43,205.25	478.99%
	Total Revenues	6,333,100.00	782,000.00	290,350.00	7,405,450.00	6,270,562.30	(1,178,672.95)	84.67%

Islamorada, Village of Islands
FY 21-22 Budget Amendment
September 30, 2022

EXHIBIT A

BUDGET					FY 21-22 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget	
FY 21-22 Adopted Budget	FY 21-22 Budget Amendment - Approved 6/23/2022	Year-End FY 21-22 Budget Amendment Requested	Proposed FY 21-22 Adjusted Budget					
						Favorable (Unfavorable)	100.00%	
Expenditures								
300-0800-521-31	Prof Svcs - Local Law Enf (MCSO-Vehicles)	95,000.00	-	-	95,000.00	94,159.04	840.96	99.11%
300-0300-512-64	Capital Outlay - Village Manager (ADA Doors)	-	13,000.00	-	13,000.00	12,487.50	512.50	96.06%
300-0300-512-62	Canal Project - #114	150,000.00	-	(150,000.00)	-	-	-	
300-0300-512-65	Canal Project - #118 (organic removal)	50,000.00	-	-	50,000.00	24,999.00	25,001.00	50.00%
300-0300-512-66	Canal Project - #115/116 (back-filling)	75,000.00	-	-	75,000.00	57,725.88	17,274.12	76.97%
300-0600-515-64	Capital Outlay - Planning (CityView Module)	-	5,400.00	-	5,400.00	5,400.00	-	100.00%
300-0600-515-68	Capital Outlay - Land Acquisition	-	2,800,000.00	200,000.00	3,000,000.00	2,974,080.29	25,919.71	99.14%
300-0700-519-64	Capital Outlay - IT & Communications	50,000.00	-	-	50,000.00	33,310.07	16,689.93	66.62%
300-0900-522-61	Saferoom & Floodproofing (HMGP Grant)	1,500,000.00	-	-	1,500,000.00	24,955.55	1,475,044.45	1.66%
300-0900-522-62	Storage Building for Portable Generators	200,000.00	-	-	200,000.00	5,970.00	194,030.00	2.99%
300-0900-522-63	Critical Power (HMGP Grant)	500,000.00	-	-	500,000.00	54,150.00	445,850.00	10.83%
300-0900-522-64	Capital Outlay - Fire Rescue	252,000.00	-	(8,000.00)	244,000.00	219,283.00	24,717.00	89.87%
	Self-Contained Breathing App (SCBA) 15	166,000.00	-	-	166,000.00	142,200.00		
	Training Van	44,000.00	-	(44,000.00)	-	-		
	Air Bags & MVA Stabilization Equipment	42,000.00	-	(42,000.00)	-	-		
	2022 Ford F250 Truck (FY20-21)	-	-	78,000.00	78,000.00	77,083.00		
300-1200-538-63	Capital Outlay - Hurricane Monument	-	8,000.00	-	8,000.00	5,735.55	2,264.45	71.69%
300-1200-538-64	Capital Outlay - Lower Mat Culvert Project	-	-	30,000.00	30,000.00	29,372.40	627.60	97.91%
300-1200-541-62	KTCP Boardwalk	300,000.00	-	-	300,000.00	66,621.33	233,378.67	22.21%
300-1200-541-64	Capital Outlay - Public Works	245,000.00	-	-	245,000.00	79,573.45	165,426.55	32.48%
	LIDAR Data Project for Infrastructure	130,000.00	-	-	130,000.00	15,087.25		
	Toro Mower	15,000.00	-	-	15,000.00	12,229.20		
	Bus Stop Enclosures	100,000.00	-	-	100,000.00	-		
	Remodel 2d Floor Lobby & Reception	-	-	-	-	7,750.00		
	2022 Ford GMC Sierra 1500 (FY20-21)	-	-	-	-	44,507.00		
300-1200-541-65	Morada Way Lighting Project	-	-	120,000.00	120,000.00	118,640.00	1,360.00	98.87%
300-1200-541-66	Landscaping	50,000.00	-	-	50,000.00	-	50,000.00	
300-1200-541-67	Green Turtle Hammock Improvements	750,000.00	-	-	750,000.00	76,665.55	673,334.45	10.22%
300-1200-541-68	Fills Master Plan Engineering & Const	300,000.00	-	-	300,000.00	55,000.00	245,000.00	18.33%
300-1200-541-69	146 Sunshine (PTP Entrance)	100,000.00	-	-	100,000.00	8,500.00	91,500.00	8.50%
300-1300-572-63	Dog Park Improvements	200,000.00	-	-	200,000.00	14,500.00	185,500.00	7.25%

Islamorada, Village of Islands
FY 21-22 Budget Amendment
September 30, 2022

EXHIBIT A

		BUDGET				FY 21-22 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE Favorable (Unfavorable)	Actual as % of Budget 100.00%
		FY 21-22 Adopted Budget	FY 21-22 Budget Amendment - Approved 6/23/2022	Year-End FY 21-22 Budget Amendment Requested	Proposed FY 21-22 Adjusted Budget			
300-1300-572-64	Capital Outlay - Parks & Recreation	201,000.00	-	111,000.00	312,000.00	293,461.40	18,538.60	94.06%
	Pool Heat Pumps	13,000.00	-	1,000.00	14,000.00	13,455.20		
	John Deer Gator / Club Car Carry-All	13,000.00	-	-	13,000.00	10,514.70		
	Founders Park Path Asphalt Replacement	100,000.00	-	100,000.00	200,000.00	189,581.50		
	Great Lawn Irrigation System	50,000.00	-	20,000.00	70,000.00	65,315.00		
	Replacement Fencing	25,000.00	-	(10,000.00)	15,000.00	14,595.00		
300-9000-581-93	Transfer to Wastewater Ent (402) Fund	1,000,000.00	-	-	1,000,000.00	91,523.57	908,476.43	9.15%
Total Expenditures		6,118,000.00	2,826,400.00	273,000.00	9,217,400.00	4,346,113.58	4,892,158.82	47.15%
REVENUES OVER/(UNDER) EXPENDITURES		215,100.00	(2,044,400.00)	17,350.00	(1,811,950.00)	1,924,448.72		
<i>Addition to / (Use of) Fund Balance</i>						-		
Fund Balance - Ending, 9/30/2022 (Projected)								
300-282-001	Fund Bal - Restricted - Disc Sales Surtax	4,248,053.00	(1,288,400.00)	17,350.00	2,977,003.00	6,713,339.11		
		4,248,053.00	(1,288,400.00)	17,350.00	2,977,003.00	6,713,339.11		



Council Communication

To: Mayor and Village Council
From:
Date: December 6, 2022
SUBJECT: Resolution Accepting DEP Agreement NO. LPA0429 Between the Florida Department of Environmental Protection and the Village Relating to Funding Through the Florida Keys Stewardship Act

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

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: 1. 12062022_RVCM_TAB 5_DEP Agrmt LPA 0429 Approval



Council Communication

To: Mayor and Village Council

Through: Ted Yates, Village Manager

From: Peter Frezza, Environmental Resources Manager

Date: December 6, 2022

Subject: **RESOLUTION APPROVING DEP AGREEMENT NO. LPA0429 BETWEEN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE VILLAGE RELATING TO FUNDING THROUGH THE FLORIDA KEYS STEWARDSHIP ACT**

Background:

On April 14, 2016, General Bill CS/CS/HB 447: Local Government Environmental Financing (the "Florida Keys Stewardship Act") was approved by the Governor of Florida. The Bill became effective July 1, 2016. Pursuant to Chapter 2016-225, Section 6, Laws of Florida, FY 16-17, which established the Florida Keys Stewardship Act, nonrecurring funds in Specific Appropriation 1669 are provided to the Department of Environmental Protection ("FDEP") for the purpose of entering into financial assistance agreements with local governments located in the Florida Keys Area of Critical State Concern. The grants finance or refinance the cost of constructing sewage collection, treatment, and disposal facilities, building projects that protect, restore, or enhance nearshore water quality and fisheries, such as stormwater or canal restoration projects.

Regarding Stewardship Act funds, the Village and the other local governments within Monroe County agreed previously through each agency's respective lobbyists to continue to follow the Wastewater Funding Distribution [of Everglades Bonds] Schedule included in the State Wastewater Funding Distribution Agreement for "Year Two of Four" as passed and adopted by the Village Council through adoption of Resolution No. 13-02-08 at its regular meeting on February 28, 2013. Attachment 2 is a summary of Stewardship Act funding and uses to date.

The State of Florida's FY 2022-23 budget allocated \$20 million for Florida Keys entities under the Stewardship Act. The Village's 17.5% share totals \$3,500,000.00 for 2022-23. The Stewardship Act funding became available July 1, 2022, and staff is seeking authorization from the Council for use of these funds.

Using results from demonstration programs along with water quality data from the Canal Management Master Plan and the Village's updated canal water quality ranking evaluation, Village staff would like to move forward with an injection well restoration project at Canal #114 on Plantation Key. The total cost of this project is currently estimated to be \$274,412.42. The Village has previously accepted a grant award from the U.S. Treasury in the amount of \$128,308.50 for this project. However, reimbursement of project costs under this grant are contingent upon further documentation. Therefore, staff is recommending that Stewardship Act funds be utilized to cover either the remaining or full cost of this canal restoration project in the amount of \$274,412.00. Stewardship Act funds can be transferred to another project if the full grant award is not utilized at Canal 114.

Analysis:

The DEP [Grant] Agreement No. LPA0429 attached as Exhibit 1 to the attached resolution (Attachment 1) specifies the conditions and terms under which the Village would be reimbursed for costs incurred relating to the canal restoration project as described in Attachment A to the Agreement (the Grant Work Plan). The Grant Work Plan, which was developed and submitted by the Village's Environmental Resources Manager and Finance Department, was further revised by FDEP staff. The attached resolution would authorize the Village Manager to sign the grant agreement on behalf of the Village.

Budget Impact:

Expenditures related to this project would be accounted for in the Capital Project Fund, and the grant proceeds would be recorded as an offsetting revenue source. Based upon the estimates of costs to be reimbursed and included in the Grant Work Plan, the Village would receive up to approximately \$274,412.00 in reimbursement for costs incurred from this project. If needed, this grant could cover the full construction cost of the project.

Staff Impact:

Finance Department staff are acting in the capacity of Grant Manager for the Grantee, and staff would be responsible for providing and submitting the documentation specified in the Grant Agreement.

Recommendation:

It is recommended that the Village Council pass and adopt the attached Resolution, thereby approving DEP Agreement No. LPA0429.

RESOLUTION NO. 22-

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

WHEREAS, on April 14, 2016, General Bill CS/CS/HB 447: Local Government Environmental Financing (the "Florida Keys Stewardship Act") was approved by the Governor of Florida, and became effective July 1, 2016; and

WHEREAS, pursuant to Chapter 2016-225, Section 6, Laws of Florida, FY 16-17, which established the Florida Keys Stewardship Act, the Florida Department of Environmental Protection ("FDEP") is administering a grant program for distribution of funds appropriated by the Florida Legislature in the State of Florida's FY 2022-2023 budgets; and

WHEREAS, for FY22-23, the Florida Legislature appropriated Twenty Million Dollars (\$20,000,000.00) in non-recurring general revenue funds towards the Florida Keys Stewardship Act; and

WHEREAS, Islamorada, Village of Islands (the "Village"), has \$3,500,000.00 available for water quality project-related cost reimbursement on projects started or for expenses incurred effective July 1, 2022; and

WHEREAS, FDEP and the Village desire to enter into DEP Agreement No. LPA0429 for distribution of FY 22-23 Florida Keys Stewardship Acts funds for the Canal #114 Injection Well Restoration project; and

WHEREAS, the Village Council finds that it is in the best interest of the Village to approve DEP Agreement No. LPA0429 through which the Village would receive reimbursement for the Canal #114 Injection Well Restoration project included in the Grant Work Plan as set forth in the Agreement attached as Exhibit "1" hereto.

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

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

Section 2. Approval of Agreement. The Village Council hereby approves DEP Agreement No. LPA0429 between the Village and FDEP for the reimbursement of project costs, together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

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

Section 4. Execution of Documents. The Village Manager is hereby designated as the authorized representative to execute the Agreement, which will become a binding obligation in accordance with its terms when signed by both parties. The Village Manager is authorized to represent the Village in carrying out the Village's responsibilities under the Agreement. The Village

Manager is authorized to delegate responsibility to appropriate Village staff to carry out technical, financial, and administrative activities associated with the Agreement.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

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

Florida Keys Stewardship Act

Status of Funding and Uses

FUNDING - State Fiscal Year	Total to Florida Keys	Village Share (17.5%)	
2016-2017 (7/1/16 to 6/30/17)	5,000,000.00	875,000.00	
2017-2018 (7/1/17 to 6/30/18)	13,333,330.00	2,333,332.75	
2018-2019 (7/1/18 to 6/30/19)	5,000,000.00	875,000.00	
2019-2020 (7/1/19 to 6/30/20)	6,000,000.00	1,050,000.00	
2020-2021 (7/1/20 to 6/30/21)	-	-	
2021-2022 (7/1/21 to 6/30/22)	20,000,000.00	3,500,000.00	
Total Funding	49,333,330.00	8,633,332.75	
2022-2023 (7/1/22 to 6/30/23)	20,000,000.00	3,500,000.00	Use TBD - Potentially for Canal #114 & 116 Restoration Projects

USES**LP44052 (7/1/2018 to 3/21/2024)****IRMA CANAL DEBRIS & DERELICT VESSEL REMOVAL PROGRAM**

	Authorized	Used		Remaining
		Received	Pending	
Task 1a - Hurricane Irma Canal Debris Removal	782,937.03	782,937.03	-	-
Task 1b - Sediment Removal	1,372,722.00	1,372,722.00	-	-
Task 2 Project Management (Hurricane Irma-related)	255,119.35	255,119.35	-	-
Task 3 - Project Management (non-Hurricane-related)	13,922.16	-	11,154.50	2,767.66
Task 4 Derelict Vessel Removal (non-Hurricane related)	325,299.46	-	325,093.00	206.46
	2,750,000.00	2,410,778.38	336,247.50	2,974.12

LPA0087 - (7/1/2019 to 4/30/2024)**WASTEWATER - NPK PUMP STATION UPGRADES**

	Authorized	Used		
		Received	Pending	
Task 1 - Design and Permitting	328,333.00	243,043.56	-	85,289.44
Task 2 - Bidding and Contractor Selection	57,084.00	-	-	57,084.00
Task 3 - Project Management	357,379.00	-	-	357,379.00
Task 4 - Construction	3,465,537.00	-	-	3,465,537.00
	4,208,333.00	243,043.56	-	3,965,289.44

LP44053 - \$800,000.00 (2/1/2019 to 7/30/2021) - STORMWATER (CLOSED)

	Authorized	Used
Venetian Shores Stormwater Project - Construction	750,000.00	750,000.00
Venetian Shores Stormwater Project - CEI	50,000.00	50,000.00
	800,000.00	800,000.00

LP44051 (7/1/2016 to 4/30/2018) - WASTEWATER (CLOSED)

	Authorized	Used
Wastewater Replacement of 105 Vacuum Pits	875,000.00	
Reynolds Construction (service)		368,000.00
Aqseptence Group (equipment)		195,748.00
KLWTD Upgrades		
Chemical Feed System		51,288.75
Blower		246,121.25
Canal #145 Air Curtain (AMEC)		13,842.00
	875,000.00	875,000.00

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): Islamorada, Village of Islands Canal #114 Plantation Key Injection Well Restoration Project	Agreement Number: LPA0429
2. Parties State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000 (Department)	
Grantee Name: Islamorada, Village of Islands	Entity Type: Local Government
Grantee Address: 86800 Overseas Highway, Islamorada, Florida 33036	FEID: 65-0830851 (Grantee)

3. Agreement Begin Date: Upon Execution	Date of Expiration: September 30, 2024
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4. Project Number: <i>(If different from Agreement Number)</i>	Project Location(s): Lat/Long: (25.0006, -80.5359)
Project Description: Construction of an injection well to restore the impaired waters of the canal and to increase the dissolved oxygen levels to meet State 62-302 Class III marine water quality standards.	

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$ 274,412.00	☒ State ☐ Federal	Keys, GA LI 1669, FY 22-23, GR	\$ 274,412.00
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 274,412.00

6. Department's Grant Manager Name: Tyler Reynolds or successor Address: Florida Dept. of Environmental Protection 3900 Commonwealth Blvd., MS 3602 Tallahassee, FL 32399-3000 Phone: 850-245-2920 Email: Tyler.Reynolds@dep.state.fl.us	Grantee's Grant Manager Name: Maria Bassett or successor Address: Islamorada, Village of Islands 86800 Overseas Hwy. Islamorada, FL 33036 Phone: 305-664-6445 Email: maria.bassett@islamorada.fl.us
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808
☐ Additional Exhibits (if necessary):

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):		
Federal Award Date to Department:		
Total Federal Funds Obligated by this Agreement:		
Federal Awarding Agency:		
Award R&D?	☐ Yes ☐ N/A	

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Islamorada, Village of Islands

GRANTEE

By _____
(Authorized Signature) Date Signed

Ted Yates, Village Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Tyler Reynolds, DEP Grant Manager

Gabby Vega-Molnar, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to:
www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal

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Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

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- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

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- iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
- i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

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23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is 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, the Grantee certifies that it is 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 Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is 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. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

26. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section

287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

27. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

28. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

Attachment 1

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- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

29. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

30. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

31. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

32. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

33. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

34. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This

Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

35. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

36. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

37. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

38. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

39. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0429**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Islamorada, Village of Islands Canal #114 Plantation Key Injection Well Restoration Project . The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2022 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of

transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.

None.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Islamorada, Village of Islands Canal #114 Plantation Key Injection Well Restoration Project

PROJECT LOCATION: The Project will be located in the City of Islamorada, Village of Islands within Monroe County; Lat/Long (25.0006, -80.5359). See Figure 1 for a location map.

PROJECT BACKGROUND: In 2013, Phase II of the Monroe County Canal Management Master Plan (CMMP) was completed. The CMMP evaluated the conditions of the Keys canals, prioritized the need for water quality improvement, and identified appropriate restoration options for each canal. The CMMP also selected technologies that could address the specific Class III water quality exceedances (dissolved oxygen and nutrients) within the canals and surrounding near shore waters.

An evaluation determined that the most efficient technology to improve water quality is injection wells. Using this information and other key factors for selection of the canal restoration project, Islamorada, Village of Islands (Grantee) selected Canal #114 Injection Well as the next restoration project for implementation. Canal #114 is a canal that has poor water quality and lack of flushing due to canal orientation. It also has a favorable location for a potential placement of an injection well to improve the water quality within the canal and nearshore waters. The goal of the proposed improvements is to restore the impaired waters of the canal, and to increase the dissolved oxygen (DO) levels to meet State 62-302 Class III marine water quality standards.

PROJECT DESCRIPTION: The Grantee will construct a gravity flow injection well that will aim to improve DO in Canal #114 by increasing tidal exchange with the nearshore waters. The gravity flow injection well will increase tidal exchange by allowing the incoming tide to move through the canal and infiltrate into the subsurface. The injection rate necessary to achieve the State standard for DO cannot be determined analytically. Therefore, the proposed injection well will be constructed with the largest reasonable capacity so that effectiveness at various injection rates can be evaluated.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Construction

Deliverables: The Grantee will construct an injection well for Canal #114 in accordance with the construction contract documents.

Documentation: The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	\$274,412.00	07/01/2022	03/31/2024
Total:			\$274,412.00		

Figure 1: **Location Map**



**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

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PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2022-2023	37.039	Statewide Surface Water Restoration and Wastewater Projects - LI 1669	\$274,412.00	141115
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$274,412.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

DEP Agreement No.:	LPA0429
Project Title:	Islamorada, Village of Islands Canal #114 Plantation Key Injection Well Restoration Project
Grantee Name:	Islamorada, Village of Islands
Grantee's Grant Manager:	Maria Bassett
Reporting Period:	Select Quarter 2022

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Construction

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Completion Status for Tasks:

Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager
(Original Ink or Digital Timestamp)

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.



Department of Financial Services
Division of Accounting and Auditing – Bureau of Auditing

**FLORIDA SINGLE AUDIT ACT CHECKLIST FOR NONSTATE ORGANIZATIONS -
RECIPIENT/SUBRECIPIENT VS. VENDOR DETERMINATION**

NOTICE: A Notice of Rule Development for amendments to Rule Chapter 69I-5, Florida Administrative Code (F.A.C.), State Financial Assistance, has been published in the Florida Administrative Register. An updated version of Form DFS-A2-NS will be incorporated in the final rule.

This form and other Florida Single Audit Act forms may be obtained from the Department of Financial Services' website (<https://apps.fldfs.com/fsaa>).

Fillable form. Click in the applicable Word table cells (shaded areas) to enter the requested information.

State agencies must use the Florida Single Audit Act State Project Determination Checklist (Form DFS-A2-PD) to evaluate the applicability of the Florida Single Audit Act (FSAA) to a state program (i.e., the program is a state project as defined in section 215.97(2), Florida Statutes (F.S.)). If the state agency has not completed the required Form DFS-A2-PD, complete it before beginning the recipient/subrecipient vs. vendor determination for the nonstate organization.

For each nonstate organization receiving state project resources, the state agencies, recipients, and subrecipients disbursing such resources must complete this Florida Single Audit Act Checklist for Nonstate Organizations - Recipient/Subrecipient vs. Vendor Determination (Checklist). Completion of this Checklist assists state agencies, recipients, and subrecipients in evaluating the applicability of the FSAA to the nonstate organization and in determining whether the nonstate organization is a recipient or subrecipient or a vendor.

When a recipient or subrecipient relationship is determined to exist, state agencies, recipients, and subrecipients must include in the document that establishes the recipient or subrecipient relationship with the nonstate entity the applicable audit requirements referenced in Audit Requirements for Awards of State and Federal Financial Assistance, Form DFS-A2-CL, including Exhibit 1. State agency program personnel are responsible for notifying the state agency's finance and accounting office of awards to nonstate entities. Disbursements of state financial assistance to those nonstate entities must be coded in the Florida Accounting and Information Resource (FLAIR) system as object code 7510.

Name of Nonstate Organization	Islamorada, Village of Islands
Type of Nonstate Organization	Local Government
Enter type as nonprofit, for-profit, or local government. If the nonstate organization is a local government, indicate the type of local government (e.g., municipality, county commission, constitutional officer, water management district).	
Awarding Agency	Department of Environmental Protection
Title of State Project	Islamorada, Village of Islands Canal #114 Plantation Key Injection Well Restoration Project
Catalog of State Financial Assistance (CSFA) No.	37.039
Contract, Grant, or Agreement No.	LPA0429

FLORIDA SINGLE AUDIT ACT CHECKLIST FOR NONSTATE ORGANIZATIONS -
RECIPIENT/SUBRECIPIENT VS. VENDOR DETERMINATION

Part A - Relationship and Applicability of the FSAA

For each state project identified for inclusion in the CSFA, analyze the state agency's relationship with **each** nonstate organization receiving program resources to determine the applicability of the FSAA.

<u>Yes</u>	<u>No</u>	Enter "X" for all that apply.
☐	☒	1. Is the nonstate organization a district school board; charter school; Florida College System institution or state university as defined in section 1000.21, F.S.; a governmental body outside the state of Florida; or a federal agency?
☐	☒	2. Is the relationship with the nonstate organization only to procure commodities (as defined in section 287.012(5), F.S.)?
☐	☒	3. Does the relationship with the nonstate organization consist of only federal resources, state matching resources, or local matching resources for federal programs?
☐	☒	4. Does the relationship with the nonstate organization consist of only state maintenance of effort (MOE) resources that meet all the following criteria (Questions A through C)? MOE refers to the federal maintenance of effort or level of effort requirements as discussed in 2 CFR 200 §306 and Appendix XI, Section 3.1-G.
☐	☒	A. The federal regulation specifies the requirements for the use of the state MOE resources and there are no additional state requirements?
☐	☒	B. The contract(s) contains language to identify the state MOE resources and the associated federal program?
☐	☒	C. The audit requirements of 2 CFR 200 §501 apply to the state MOE resources and the contract(s) stipulates that the resources must be tested in a 2 CFR §200.501 audit in accordance with federal program requirements?

If **any** of the answers to Part A, Questions 1 through 4, above is **Yes**, the FSAA **is not** applicable to this nonstate organization based on the state agency's relationship with the nonstate organization. However, agency responsibilities pursuant to section 215.971, F.S., and other guidelines for the management of contracts and agreements with the nonstate organization should be further evaluated by completing the recipient/subrecipient vs. vendor relationship analysis in Part B.

FLORIDA SINGLE AUDIT ACT CHECKLIST FOR NONSTATE ORGANIZATIONS -
RECIPIENT/SUBRECIPIENT VS. VENDOR DETERMINATION

Part B - Recipient/Subrecipient vs. Vendor Relationship Analysis

For each state project identified for inclusion in the CSFA, analyze **each** nonstate organization receiving program resources to determine whether there is a recipient/subrecipient or vendor relationship.

<u>Yes</u>	<u>No</u>	Enter "X" for all that apply.
☒	☐	1. Does state law or legislative appropriation, including proviso, direct the nonstate organization to carry out this state project?
☐	☒	2. Is the nonstate organization required to provide matching resources not related to a federal program?
☐	☒	3. To receive state resources, is the nonstate organization required to comply with specified state project requirements? (State project requirements include laws, rules, or guidelines specific to the state project such as eligibility guidelines, specified types of jobs to be created, donation of specified assets, etc. Specified state project requirements do not include procurement standards, general guidelines, or general laws and rules.)
☒	☐	4. Is the nonstate organization required to make state project decisions which the state agency would otherwise make (e.g., determine eligibility, provide case management)?
☐	☒	5. Is the nonstate organization's performance measured against whether state project objectives are met (e.g., number of jobs to be created, number of patients to be seen, number of disadvantaged citizens to be transported)? The nonstate organization's performance measures may or may not be related to state performance-based budgeting.

If **any** of the answers to Part B, Questions 1 through 5, above is **Yes**, there is a **recipient/subrecipient relationship** and the state agency **must** comply with section 215.971, F.S., and other guidelines for the management of contracts and agreements with the nonstate organization. Also, the nonstate organization **is** a nonstate entity subject to the FSAA, unless the FSAA has been determined as not applicable in Part A above.

If **all** the answers to Part B, Questions 1 through 5, above are **No**, the nonstate organization is a **vendor** and **is not** subject to the FSAA. Characteristics indicative of a procurement relationship between the state agency and a vendor are when the nonstate organization: (a) provides the goods and services within normal business operations; (b) provides similar goods or services to many different purchasers; (c) normally operates in a competitive environment; (d) provides goods or services that are ancillary to the operation of the state project; and (e) is not subject to compliance requirements of the state project as a result of the contract or agreement, though similar requirements may apply for other reasons.

FLORIDA SINGLE AUDIT ACT CHECKLIST FOR NONSTATE ORGANIZATIONS -
RECIPIENT/SUBRECIPIENT VS. VENDOR DETERMINATION

Part C - Conclusion

Based on analysis of the responses in Parts A and B above, and through discussions with state program personnel, state your conclusion regarding the relationship with, and the applicability of the FSAA to, the nonstate organization.

Name of Nonstate Organization			
<i>Enter "X" to indicate the Recipient/Subrecipient vs. Vendor Relationship and Applicability of the FSAA.</i>			
☒	Recipient/Subrecipient: FSAA Applicable	☐	Vendor: FSAA Not Applicable
Comments			
Name	Tyler Reynolds	Phone	850-245-2920
Title	Environmental Specialist III	Email	Tyler.Reynolds@dep.state.fl.us
Signature		Date	

For questions regarding the evaluation of a nonstate organization or if it has been determined that the nonstate organization is a recipient or subrecipient subject to the FSAA and a CSFA number has not been assigned, contact your FSAA state agency liaison or the Department of Financial Services, Bureau of Auditing, at FSAA@MyFloridaCFO.com or (850) 413-3060.

AGREEMENT CONTACT INFORMATION

Agreement Number: LPA0429
Project Title: Canal #116 Plantation Key Backfilling Restoration Project
Grantee: Islamorada, Village of Islands
Award Amount: \$274,412.00
Match Amount (if required): \$
Local Contributions: \$
Federal Employer ID Number: 65-0830851

1) Authorized Representative (to sign agreement)

Name: Ted Yates Phone Number: 305-664-6460
Title: Village Manager
Employer: Islamorada, Village of Islands
Mailing Address (P.O. Box): 86800 Overseas Highway
City: Islamorada State: Florida Zip: 33036
Street Address for express mail delivery: 86800 Overseas Hwy.
City: Islamorada State: Florida Zip: 33036
E-mail address: ted.yates@islamorada.fl.us

2) Grant Manager

Name: Maria Bassett Phone Number: 305-664-6445
Title: Finance Director
Employer: Islamorada, Village of Islands
Mailing Address (P.O. Box): 86800 Overseas Hwy.
City: Islamorada State: Florida Zip: 33036
E-mail address: maria.bassett@islamorada.fl.us

3) Disbursement Contact (who will prepare payment requests)

Name: Maria Bassett Phone Number: 305-664-6445
Title: Finance Director
Employer: Islamorada, Village of Islands
Mailing Address (P.O. Box): 86800 Overseas Highway
City: Islamorada State: Florida Zip: 33036
E-mail address: maria.bassett@islamorada.fl.us

4) Primary Contact (if different from Grant Manager or Disbursement Contact)

Name: Peter Frezza Phone Number: 305-664-6427
Title: Environmental Resources Manager
Employer: Islamorada, Village of Islands
Mailing Address (P.O. Box): 86800 Overseas Hwy.
City: Islamorada State: Florida Zip: 33036
E-mail address: peter.frezza@islamorada.fl.us



View Vendor Detail

General Vendor Information

Vendor Status:	Active / Feb 23, 2012
Vendor 1099 Name:	Islamorada, Village of Islands (NOT CONTESTED)
Vendor Name:	Islamorada, Village of Islands
Short Name (Doing business as):	
Dun and Bradstreet Number (DUNS):	054012807
Website:	
W9 Status:	Valid W-9 on file
DFS W9 Last Update Date:	Nov 28, 2011
Business Designation	Government Entity - City
Primary Place of Business	FL

Certified Business Enterprise (CBE)

Minority-Business Designation:	Women-Owned Designation:	Veteran-Owned Designation:
Non-Minority Owned	Non-Woman Owned	Non-Veteran Owned

Solicitation Selection

Registered to receive electronic solicitations: **No**

Florida Terms of Use

Accepted: 11/28/2011 by **Maria Aguilar**

Contacts

Contact Information



Name	Email	Phone	
Maria Bassett	maria.bassett@islamorada.fl.us	(305) 664-6445	☒ Main
Ana Hernandez	ana.hernandez@islamorada.fl.us	(305) 664-6453	

Contact Responsibilities

Name	PO	Remit	Billing	Solicitations
Maria Bassett	☒	☒	☒	
Ana Hernandez				

Locations

Islamorada, Village of Islands - 006 AC

Ariba Network ID:

Sequence Number: 006

Vendor Number: F650830851006

Order From:

Orders: EMAIL

Email: maria.bassett@islamorada.fl.us

Contact: Maria Bassett

Address: 86800 Overseas Hwy.
Islamorada , FL 33036, US

Remit To:

Remit: CARD

Email: maria.aguilar@islamorada.fl.us

Contact: Maria Bassett

Address: 86800 Overseas Hwy.
Islamorada , FL 33036, US

Bill To:

Bill: EMAIL

Email: maria.bassett@islamorada.fl.us



Contact: Maria Bassett

Address: 86800 Overseas Hwy.
Islamorada , FL 33036, US

Commodity Codes

Commodity Codes

Code	Description
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Florida Department of Environmental Protection
DEP BUDGET-COST ANALYSIS FORM

PROJECT TITLE: Islamorada, Village of Islands Canal #114 Plantation Key Injection Well Restoration Project

BUDGET DETAIL				COST ANALYSIS				
Budget items below to be provided by the Contractor or Grantee. See attached instructions.				Cost Analysis to be completed by the Department Contract or Grant Manager. See attached instructions.				
1. PERSONNEL EXPENSES				% Allocation	Allowable	Reasonable	Necessary	COMMENTS (Basis for Decision)
A. Salaries - (Name/Title/Position)								Authorized by the General Appropriations Act.
	Hourly Cost (\$)	Hours	Totals (\$)					
	*		=					
	*		=					
	*		=					
	*		=					
	*		=					
	*		=					
		Total Salaries						
B. Fringe Benefits (Rate% * Total salaries applicable)	Rate %	Total Sal. App.	Total \$					
	0.00% *	0						
Total Personnel Expenses (A+B)								
2. Contractual Services								Authorized by the General Appropriations Act.
Description	Fee/Rate \$	Quantity	Totals \$					
Construction	*		= 274,412	100.0%				
	*		=					
	*		=					
	*		=					
	*		=					
	*		=					
	*		=					
	*		=					
		Total Contractual Services	274,412	100.0%	yes	yes	yes	Services are allowable pursuant to state and federal laws and the DEP Agreement. Costs are determined to be reasonable for this type of project and the Grantee will contract services through a competitive bid process. These costs are necessary for the successful completion of the project.
3. Travel								Authorized by the General Appropriations Act.
Purpose/Destination	Days	Per Diem \$	Fare/Rate \$	Mileage	Totals \$			
	[]	* []	+ []	*	=			
	[]	* []	+ []	*	=			
	[]	* []	+ []	*	=			
	[]	* []	+ []	*	=			
		Total Travel						
4. Equipment								Authorized by the General Appropriations Act.
Description	Unit Cost \$	Quantity	Totals \$					
	*		=					
	*		=					
	*		=					
	*		=					
		Total Equipment						
5. Supplies				% Allocation	Allowable	Reasonable	Necessary	COMMENTS (Basis for Decision)
Description	Fee/Rate \$	Quantity	Totals \$					Authorized by the General Appropriations Act.
	*		=					
	*		=					
	*		=					
	*		=					
		Total Supplies						
6. Miscellaneous/Other Expenses								Authorized by the General Appropriations Act.
Description	Unit Cost \$	Quantity	Totals \$					
	*		=					
	*		=					
	*		=					
	*		=					
	*		=					
		Total Miscellaneous						
SUBTOTAL (1 thru 6)								
			274,412					
7. Overhead/Indirect - Base: _____								
	Rate %	Base \$	Total \$					
	0.00% *	0	=					
8. Total Budget				100%				
			\$ 274,412					

CERTIFICATION

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Name: Tyler Reynolds

Signature: *Tyler Reynolds*

Title: Enviornmental Specialist III

Date: 11/28/2022



Florida Department of Environmental Protection

DEP BUDGET-COST ANALYSIS FORM INSTRUCTIONS

BUDGET INSTRUCTIONS

A detailed budget is required for any contract (excluding any non-competitively awarded contracts under the Category II threshold) or grant agreement. For cost-reimbursement, fee-schedule contracts or grant agreements the budget must outline the maximum amount needed for each line item. For fixed price contracts, the budget shall outline the minimum amount for each line item. The budget detail should only list the total price funded by the Department or the total project budget when the Department is paying a percentage of the project total. The Department reserves the right to require additional information when necessary for approval of the fixed price, and to require that any part of the project be compensated on a cost-reimbursement basis. Attach a separate sheet to provide any explanation of travel, equipment (especially computers), subcontracts, and other supporting information using the same format and totals used on this form. Breakdowns by task or phase, or other division of work, should be shown on the separate attachment and should provide, at a minimum, the same information and level of detail.

- 1) PERSONNEL - A. Salaries - Identify the persons to be compensated for work on this project by name (if known), position, and title. Show the hourly cost and total hours to be charged for each person or position. If more space is needed, use a separate sheet to list individual positions and salaries, and show here the total hours for each title or position. Divide annual salaries by 2080 hours, and nine month academic salaries by 1560 hours, to find the hourly rate. B. Fringe Benefits - Multiply the rate by the total salaries to which fringe benefits apply. If the rate is variable, explain and show calculations on an attachment.
- 2) CONTRACTUAL SERVICES - Subcontractors should provide the same information required by this budget form, with the following exceptions: (a) when professional services are provided at a pre-existing approved rate or fee shown on the budget; or (b) the subcontract is to be obtained competitively. For either (a) or (b), show an estimated maximum amount and provide an attached explanation as to how it was or will be determined. Contractual services other than fixed price will be compensated by the DEP on a cost-reimbursement basis.
- 3) TRAVEL - List trips by their purpose and/or destination. Unless travel details are included in the Scope of Services, a separate narrative should be attached. Indicate the number of days for each trip and the per diem. **Keep in mind the DEP can only pay for travel at the approved State rate (Section 112.061, Florida Statutes).** Use "Fare/Rate" for mileage rate and multiply by "Mileage", or for travel fare and leave "Mileage" blank.
- 4) EQUIPMENT - List non-expendable personal property/equipment valued at \$5,000 or more that will be directly purchased by description, unit cost, and quantity. Computers and data-processing equipment should be described in detail in an attached explanation.
- 5) SUPPLIES - List expendable supplies by category description, unit costs and quantity.
- 6) MISCELLANEOUS/OTHER EXPENSES - List miscellaneous and/or expenses not included in any of the above categories, by category description, unit costs and quantity. Examples may include materials, supplies, printing, copying, postage, communications, signage, educational and instructional materials, etc. Non-expendable equipment valued at less than \$1,000 may be listed also. Include only expenses directly related to the project, not expenses of a general nature.
- 7) OVERHEAD/INDIRECT - Indicate the approved overhead/indirect cost rate, the dollar amount of the base to which it is applied, and the resulting total. Identify the base (cost categories) to which the rate is applied on the line indicated.
- 8) TOTAL BUDGET - Show the total of categories 1 through 7.

COST ANALYSIS INSTRUCTIONS

A cost analysis must be completed for any non-competitively procured agreement in excess of Category II, as well as any amendments that affect the amount of compensation and/or the level of services provided.

- 1) Each separate line item must be evaluated to determine the cost allocation and whether the cost is allowable, reasonable and necessary. Each miscellaneous cost must be specifically identified.
- 2) To be allocated to a program, a cost must be related to the services provided. If the cost benefits more than one program, a determination must be made that the cost is distributed in a reasonable and consistent manner across all benefiting programs.
- 3) To be allowable, a cost must be allowable pursuant to state and federal expenditure laws, rules and regulations and authorized by the agreement between the state and the contractor/grantee.
- 4) To be reasonable, a cost must be evaluated to determine that the amount does not exceed what a prudent person would incur given the specific circumstances.
- 5) To be necessary, a cost must be essential to the successful completion of the project.
- 6) Indirect costs/overhead should be evaluated to determine that the rate is reasonable.
- 7) Once the analysis of each budget item has been completed, identify the percent allocated to this agreement and indicate (by Yes or No) in the boxes to the right if the cost is allowable, reasonable and necessary. Use the comment box to provide comments on the basis for your decision.
- 8) Documentation must be maintained in the Contract/Grant file to support the conclusions reached as shown on this form.
- 9) For contracts prepared by the Procurement Section, this completed, signed form must be submitted with the Contract Initiation Form. For those grant agreements prepared from approved templates, this completed, signed form must be maintained in the grant file in the Program Area.



Notice of Transaction Fee Exemption

Form PUR 3777 (7/03)

Date	7/1/2022
Agency	DEP
Contact Name	Tyler Reynolds
Contact Email	
Contact Phone	860-245-2920

Complete this form to exempt a transaction from the Transaction Fee under rule 60A-1.032

Pre "go live" agency: Retain completed form until contract loading during implementation

Post "go live" agency: Email completed form to VendorHelp@myflorida.com

NOTE: Exemption under paragraph (2) of the rule requires DMS approval -- please use form PUR 3778.

TRANSACTION INFORMATION:

Vendor Name :	Village of Islands Islamorada	
Tax Id No.	65-0830851	Sequence #
Purchase Agreement No.:	LPA0429	

BASIS FOR EXEMPTION:

Transaction pre-dates effective date of rule 60A-1.031	☐
Emergency transaction per rule 60A-1.032(3)	☐
Categorical exemption per rule 60A-1.032(1)	☒ (Specify below)
☐ (a) Procurement under section 337.11, Florida Statutes	
☐ (b) Procurement under section 287.055, Florida Statutes	
☐ (c) Procurement under Chapter 255, Florida Statutes	
☐ (d) Transaction with a non-profit entity	
☐ (e) Transaction with another governmental agency	
☐ (f) Transaction with required sole provider or price paid and payee established by federal or private grant	
☐ (g) Payment to unregistered vendor under Rule 60A-1.030(3)	
☐ (h) Payment to vendor in exchange for providing health care services at or below Medicaid rates	
☒ (i) Disbursement to recipient or sub-recipient; payment to satisfy Maintenance of Efforts requirement; or payment to match federal award	

Separation of Duties Notice

The attached Agreement/Agreement amendment is being routed for review and execution by the Department. Adequate separation of duty is required in the procurement of goods and services by the Department. Please be advised that the subject Agreement/Agreement amendment must be executed by a reviewing authority for the DEP Grant Manager who is authorized to execute contracts on behalf of the Department. If the DEP Grant Manager happens to have the delegated authority to execute contracts on behalf of the Department, the DEP Grant Manager **must not execute** the attached Agreement/Agreement amendment.

Separation of duties, which is also referred to as segregation of duties, “involves ensuring that individuals do not perform incompatible duties. Duties are considered incompatible from a control standpoint when it is possible for an individual to commit an error or irregularity and then be in a position to conceal it in the normal course of his or her duties.”¹

¹Boynton, William C. and Kell, Walter G., *Modern Auditing*, 6th ed., New York: John Wiley & Sons, Inc.,

If you have any questions regarding this notice, please contact Sandra Waters at 850-245-2815 for assistance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/17/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER World Risk Management 20 N. Orange Ave., Suite 500 Orlando FL 32801	CONTACT NAME: Jenna Jennings PHONE (A/C, No, Ext): 4074452414 E-MAIL ADDRESS: jennifer.jennings@wrmlc.com	FAX (A/C, No): 407-445-2868
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Public Risk Management of FL (		
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1128745005

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			PRM022-009-083	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ APD			PRM022-009-083	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ APD DEDUCTIBLE \$ 1,000
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	PRM022-009-083	10/1/2022	10/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Agreement # LPA0429

RE: State of Florida Dept of Environmental Protection Division Water Restoration Assistance Grant

With respects to the listed coverage held by the named insured, as evidence of insurance.

CERTIFICATE HOLDER**CANCELLATION**

Florida Department of Environmental Protection
3900 Commonwealth Blvd MS # 3505
Tallahassee FL 32399

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Council Communication

To: Mayor and Village Council
From:
Date: December 6, 2022
SUBJECT: Resolution Approving the Piggyback Purchase of a 2023 Ford F250 Truck

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

Background:

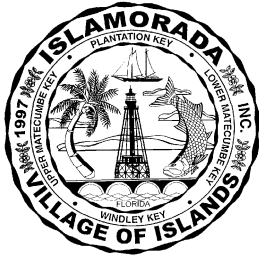
Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: 1. 12062022_RVCM_TAB 6_Fire Rescue F250



Council Communication

To: Mayor and Village Council

Through: Ted Yates, Village Manager

From: Terry L. Abel, Fire Chief

Date: December 6, 2022

SUBJECT: RESOLUTION APPROVING THE PIGGYBACK PURCHASE OF A 2023 FORD F250 TRUCK

Background:

The Village Fire Rescue Department is currently using a 2008 Ford F-350 pickup truck for fire rescue services. Due to its age and usage, the vehicle has exceeded its reliability limits as an emergency response vehicle. The Fire Rescue Department would like to purchase a new 2023 Ford F250 truck to replace the 2008 Ford F-350.

Purchase of a new Ford F250 for the Fire Rescue Department was not included in the Village's adopted FY 2022-2023 budget. If the vehicle is ordered upon approval by the Village Council, delivery is not expected to occur until the next fiscal year (FY 23-24). The purchase request is being presented to the Village Council now because of the extended delivery time.

Analysis:

Section 2-327(c)(4) of the Village's Code of Ordinances (the "Code") which relates to purchasing guidelines, provides that the "purchase of or contracts for materials, supplies, equipment, improvements or services where the anticipated cost is estimated to exceed \$25,000.00" must be competitively bid. Per Section 2-328(2), of the Village Code relating to Waiver of Competitive Bidding, the requirements of Section 2-327(c)(4) may be waived "by use of an existing contract with the state, a state agency, another municipality, a political subdivision or a statement professional association when such contract was awarded by a competitive bidding process and the contract extends the prices, terms and conditions for such goods or services to the state's municipalities."

The attached resolution would approve the purchase of a new 2023 Ford F250 truck utilizing the Florida Sheriff's Association/Florida Association of Counties & Florida Fire Chiefs' Automotive Contract # FSA22-VEL30.0 Heavy Equipment and Trucks FSA22-VEH20.0 from Duval Ford Fleet Sales in the amount of \$67,160.90.

The proposed purchase of the 2023 Ford F250 truck would be used for Village Fire Rescue personnel. The current 2008 Ford F-350 utilized by Fire Rescue would be declared surplus and auctioned.

Budget Impact:

The proposed expenditure for the purchase of the 2023 Ford F250 truck authorized by this Resolution would be \$67,160.90. The 2008 Ford F-350 fire rescue vehicle would be declared surplus and sold in accordance with the Village Fixed Asset Policy, and funds from the sale will be returned to the Capital Projects Fund.

This purchase was not included in the Village's FY 2022-2023 adopted budget. The attached Resolution includes authorization to amend the Fire Rescue Department Capital Outlay account in the Capital Project Fund budget for this purchase in the amount of \$81,000.00. Additional funds are budgeted for accessories that would need to be added after purchase. If approved, a purchase order would be issued, and associated budget funds would be carried over to the next fiscal year, if delivery is delayed until FY 23-24 as expected.

Staff Impact:

There is no staff impact associated with this purchase.

Recommendation:

It is recommended that the Village Council adopt the Resolution, thereby approving the purchase of a 2023 Ford F250 truck for the Village Fire Rescue Department.

RESOLUTION NO.

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

WHEREAS, Islamorada, Village of Islands (the "Village") is in need of a new vehicle for the Village Fire Rescue Department; and

WHEREAS, the Village desires to piggyback the Florida Sheriff's Association/Florida Association of Counties & Florida Fire Chiefs' Automotive Contract #FSA22-VEL30.0 chassis/FSA22-VEH20.0 and accept the competitive bid submitted by Duval Ford Fleet Sales in response thereto for the purchase of 2023 Ford F250 truck for the Fire Rescue Department; and

WHEREAS, the Village Council desires to approve the purchase of the 2023 Ford F250 truck from Duval Ford Fleet Sales at a cost not to exceed the prices set forth in Exhibit "A" attached hereto; and

WHEREAS, the Village Council finds that the purchase of the 2023 Ford F250 truck for the Fire Rescue Department and an associated budget amendment 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 Piggyback Purchase. The Village Council hereby approves the piggyback of the Florida Sheriff's Association/Florida Association of Counties & Florida Fire

Chiefs' Automotive Contract #FSA22-VEL30.0 chassis/FSA22-VEH20.0 and accepts the bid submitted by Duval Ford Fleet Sales for the purchase of a 2023 Ford F250 truck for the Village Fire Rescue Department at a cost not to exceed Sixty Seven Thousand One Hundred Sixty Dollars and Ninety Cents (\$67,160.90) as set forth in Exhibit "A" attached hereto.

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

Section 4. Execution of Documents. The Village Manager and the Village Attorney are hereby authorized to execute any required documents on behalf of the Village and authorized to implement the terms and conditions of any documents necessary to effect the purchase.

Section 5. 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 purchase the fire equipment.

Section 6. Approval of Budget Amendment. The Village Council approves the use of Discretionary Sales Surtax for the purchase of the property, and the Village Council approves a corresponding budget amendment up to \$81,000.00 to adjust the Fire Rescue Capital Outlay account in the Capital Project Fund budget for FY 2022-2023 accordingly.

[Remainder of the page intentionally left blank]

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

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Councilman Joseph B. Pinder III _____

Councilwoman Elizabeth Jolin _____

Councilman Mark Gregg _____

Councilman Henry Rosenthal _____

Councilwoman Sharon Mahoney _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

, MAYOR

ATTEST:

MARNIE MCGRATH, VILLAGE CLERK

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

JOHN QUICK, VILLAGE ATTORNEY

ISLAMORADA FIRE RESCUE

Prepared for:		Contract Holder	DATE:
ISLAMORADA FIRE RESCUE DEBBIE NAISER 305-664-6490 debbie.naiser@islamorada.fl.us		DUVAL FLEET Bambi Darr (Work) 904-381-6596 (Cell) 910-622-6544 (Fax) 904-387-6816 bambi.darr@duvalfleet.com 5203 Waterside Dr. Jax, FL 32210 SOUTH	10/21/22
PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL			
We appreciate your interest and the opportunity to quote. Pricing per FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA22-VEL30.0 Heavy Equipment and Trucks FSA22-VEH 20.0. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.			
Labor	Code	Equipment	Price
0	SPEC 180	2023 FORD F-250 SUPER DUTY SUPER CAB 4X4 XL- X2B	\$ 45,207.00
0	99T	6.7L POWER STROKE V8 TURBO DIESEL	\$ 10,494.00
0	90L	POWER WINDOWS & DOOR LOCKS	NC
0	LWB	UPGRADE TO 8FT BED	\$ 1,420.00
0	X2B XLT	UPGRADE TO XLT MODEL- REQUIRED FOR POWER TELESCOPE MIRRORS (603A)	\$ 5,000.00
0	X3H	3.31 E-LOCKING AXLE	\$ 429.00
0	534	TRAILER TOW PACKAGE- CLASS IV TOW PACKAGE, TRAILER PLUG 6 OR 7 WAY, BALL MOUNT, 2" BALL, SLEEVE REDUCER, PIN & CLIP	\$ 1,485.00
0	INCL	BACKUP CAMERA	NC
0	54F	POWER-FOLDING WITH AUTOFOLD, POWER SCOPE TELESOPING, POWER GLASS TRAILER TOW MIRRORS W/HEAT, TURN SIGNAL & LED APPROACH LAMPS	\$ 279.00
0	52B	BRAKE CONTROLLER	NC
0	41P	SKID PLATE PACKAGE	\$ 99.00
0	INCL	NO MARKER LIGHTS ON CAB	NC
0	CAMLOC	RELOCATE CAMERA ONCE READING BODY IS COMPLETE	\$ 285.00
0	67H	HEAVY-SERVICE FRONT SUSPENSION PACKAGE (RECOMMENDED FOR WINCHES)	\$ 124.00
0	UCOAT	UNDERCOAT	\$ 780.00
0	76C	BACKUP ALARM	\$ 149.00
0	BOARDS MISC	NFAB NERF BARS (TPM HPCF1790CC-TX)	\$ 603.90
0	WTM 4	WEATHER TECH LASER CUT MATS- 4 PIECE	\$ 346.00
0	TINT 2	WINDOW TINT ALL AROUND TO INCLUDE FRONT STRIP	\$ 460.00
0			
0	PQ	EXTERIOR: RACE RED	NC
0	3S	INTERIOR: GRAY CLOTH SEATS 40/20/40	NC
0	166	VINYL FLOOR	NC
	VENDOR COMMENTS	2023 SUPER DUTY ORDER BANK OPENS ON 11/7/22	
UNIT COST			\$ 67,160.90
TOTAL QUANTITY 1			TOTAL PURCHASE \$ 67,160.90



Council Communication

To: Mayor and Village Council
From:
Date: December 6, 2022
SUBJECT: Major Conditional Use Approval & Variance Request for Crooked Palm
Brewpub/Restaurant/Distillery 90184 Overseas

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

Background:

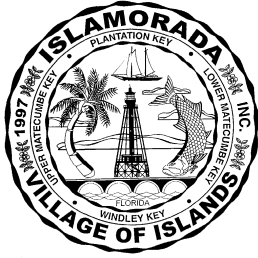
Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: 1. 12062022_RVCM_TAB 7_Crooked Palm Distillery_



Council Communication

To: Mayor and Village Council

Through: Ted Yates, Village Manager

From: Daniel J. Gulizio, Planning and Development Services Director

Date: November 7, 2022

**SUBJECT: A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF 90184 RENTAL, LLC. (CBT CONSTRUCTION & DEVELOPMENT, INC., AGENT) FOR MAJOR CONDITIONAL USE APPROVAL TO ALLOW FOR THE REDEVELOPMENT OF THE PROPERTY FOR A BREWPUB/RESTAURANT/DISTILLERY WITH THE CONTINUATION OF SEVEN (7) EXISTING DEED RESTRICTED RESIDENTIAL HOUSING UNITS ON THE SECOND FLOOR; ALONG WITH OUTDOOR SEATING PURSUANT TO CHAPTER 30, ARTICLE VI, DIVISION 9 (OUTDOOR SEATING); ALONG WITH PARKING, LANDSCAPING, AND BUFFER RELAXATIONS FROM THE PROVISIONS OF THE VILLAGE'S LAND DEVELOPMENT REGULATIONS; FOR PROPERTY LOCATED AT 90184 OVERSEAS HIGHWAY ON PLANTATION KEY WITHIN THE VILLAGE CENTER (VC) ZONING DISTRICT, WITH REAL ESTATE NUMBER 00431870-000000.
(File No.: PLCUP20210151/PLVAR20220094)**

Background:

CBT Construction, Inc. submitted an application for Major Conditional Use and associated variances to allow for the redevelopment of the property for a Brewpub/Restaurant/Distillery on property located at 90184 Overseas Highway. Pursuant to the Village Code of Ordinances, a Public Hearing before the Village Council to review the request is required.

Property Information / Existing Use:

The site comprises approximately 0.77 acre and currently consists of the former, vacant BB&T Bank facilities on the first floor and seven (7) Deed Restricted Affordable Dwelling Units on the second floor. The property is zoned Village Center (VC) and has a Mixed Use (MU) Future Land Use classification consistent with the Comprehensive Plan of Islamorada, Village of Islands (the

"Village"). The property has frontage on the Overseas Highway, Gardenia Street, and Palm Drive. The surrounding land is characterized by a mix of residential and commercial uses. Properties along Overseas Highway to the north and south are zoned Village Center (VC). There is a residential neighborhood located to the west/northwest across Gardenia Street. Many of these residences have boats and docks. Across Overseas Highway – an approximate 100-foot right-of-way – and Old Highway – an approximate 45-foot right-of-way - to the east is a large conservation area, a large commercial property, a residential subdivision, and a church. There are several establishments that provide alcoholic beverages in close proximity to the subject site. This includes, Capt. Craig's, located approximately 378 feet to the south and 7-11, located 50-feet across Palm Avenue to the north. 7-11, which includes a convenience store and fuel sales, is open 24 hours.

Existing Habitat:

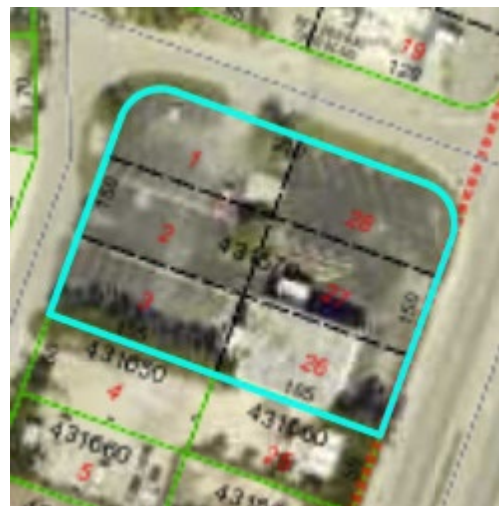
The existing habitat for the Subject Parcel is scarified as a result of its development. There is no environmentally sensitive habitat remaining on the site.

Existing Flood Zone:

The Subject Property is located within the FEMA Flood Zone AE(7), which require a minimum Design Flood Elevation of 8 feet, pursuant to FIRM panel 12087C1006K Map, effective date February 18, 2005.

Analysis:

Pursuant to Section 30-218 (c)(2) of the Code of Ordinances (the "Code") of Islamorada, Village of Islands, Florida (the "Village"), applications for Major Conditional Use must be considered by the Village Council for approval, approval with conditions, or denial based on the standards in Code Chapter 30, Land Development Regulations (LDRs).



Location Map

According to Sec. 30-216 (a), "Conditional uses are those uses that are generally compatible with the other uses permitted in a zoning district, but that require individual review of their location, design, configuration and intensity and density of the use and structures and may require the imposition of conditions pertinent thereto in order to ensure the appropriateness and compatibility of the use at a particular location. Conditional use review shall be accompanied by a site plan consistent with subsection 30-215(d)."

Code Section 30-216(d), states when considering an application for a Conditional Use, the Development Services Director and Village Council shall consider the following seven (7) factors, and no conditional use shall be approved which fails to meet any standard. Further, failure to comply with any standards shall be deemed adverse to the public interest.

- (1) The proposed conditional use is consistent with the purposes, goals, objectives, and policies of the comprehensive plan, including standards for building and structural intensities and densities, and intensities of use;
- (2) The proposed conditional use complies with all relevant and appropriate portions of this chapter;
- (3) The proposed conditional use is compatible and generally consistent with the uses and character of the land surrounding and in the vicinity of the land proposed for development;
- (4) The design of the proposed conditional use minimizes adverse effects, including visual impact and intensity of the proposed use on adjacent lands;
- (5) The proposed conditional use complies with division 5 of this article (Concurrency Management);
- (6) The proposed conditional use minimizes environmental impacts, including but not limited to water, air, stormwater management, wildlife, vegetation, wetlands and the natural functioning of the environment; and
- (7) The proposed conditional use will result in logical, timely and orderly development patterns.

The application also involves a number of variances in connection with the improvement of the site. The application involves the following specific landscaping, buffer, and parking relaxations:

- **Gardenia Street:**
20' Class D buffer (10 canopy, 6 understory, 42 shrubs). A 50% buffer relaxation is requested. The applicant is proposing a buffer which varies from ten (10) feet to twenty (20) feet. The proposed buffer adjacent to the outdoor plaza is twenty (20) feet.
- **Overseas Highway (US1):**
5' Class B buffer (5 canopy, 2 understory, 15 shrubs). A 100% buffer relaxation is requested with plantings provided elsewhere on site.
- **Street Trees:**
10 canopy trees spaced 50' on center. A 100% relaxation is requested. It is noted that this relaxation is driven by the presence of overhead wires within the right-of-way and the applicant has proposed to plant the required number of street trees elsewhere on site.
- **Off-Street Parking Landscaping and Parking Islands:**
A total of 2,562 square feet of on-site landscaping is required along with nine (9) terminal islands (based on current plan). A total of seven (7) planting islands are proposed along with 1,047 square feet of landscaping.

- Minimum Required Parking – 70 spaces
Parking Provided – 41 spaces
Relaxation 29 spaces (41%)

Variances are governed by Village Code Section 30-221, which states:

A variance is a relaxation of the terms of this chapter where such action will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of actions of the applicant, a literal enforcement of this chapter would result in unnecessary and undue hardship on the property. As used in this section, a variance is authorized only for height, setbacks, parking, and loading requirements, and landscaping, unless otherwise specified in this chapter. Under no circumstances shall the director of planning and development services or the village council grant a variance to permit a floor area ratio or a use not permitted under the terms of this chapter.

Village Code Section 30-221(d) establishes standards of review for variance requests. The following factors are to be considered when evaluating a variance request and "*no variance shall be approved which fails to meet any standard below.*" Further, "*failure to comply with any standard shall be deemed adverse to the public interest.*"

- (1) Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district;
- (2) The special conditions and circumstances do not result from the actions of the applicant;
- (3) Literal interpretation of the provisions of this chapter deprives the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this chapter and works unnecessary and undue hardship on the applicant;
- (4) Granting the variance requested conveys the same treatment to the individual owner as to the owner of other lands, buildings, or structures in the same zoning district;
- (5) The variance, if granted, is the minimum variance that makes possible the reasonable use of the land, building, or structure; and
- (6) The grant of the variance is in harmony with the general intent and purpose of this chapter, and is not injurious to the neighborhood, or otherwise detrimental to the public welfare.

MAJOR CONDITIONAL USE ANALYSIS –

- (1) The proposed conditional use is consistent with the purposes, goals, objectives and policies of the comprehensive plan, including standards for building and structural intensities and densities, and intensities of use;

ANALYSIS – The subject property is zoned Village Center (VC) and is currently improved with a two-story commercial building that was formerly used as a bank. The second floor of the structure is occupied with seven (7) affordable housing units and the first floor is proposed to be improved with a Brewpub/Restaurant/Distillery. The first floor consists of a total of 3,144 square feet and the applicant is proposing an outdoor plaza of 4,751 square feet.

The proposed use is a permitted Major Conditional Use within the Village Center (VC) zoning District. The application, as noted, involves parking, landscaping and buffer relaxations. The site currently lacks any landscaping or buffer improvements and the applicant is proposing to establish a buffer varying between ten (10) and twenty (20) feet along Gardenia Street. Gardenia Street includes several residences in close proximity to the proposed distillery and the buffer is intended to mitigate potential impacts associated with the proposed use.

(2) The proposed conditional use complies with all relevant and appropriate portions of this chapter;

ANALYSIS – As noted above, the proposed use involves a number of parking, buffer, and landscaping relaxations. Landscaping and buffer requirements are contained within the Village Code Chapter 30 (Land Development Regulations) Division 6 (Landscaping Standards). Pursuant to Section 30-811:

(a) The purpose of this division is to provide regulations for the installation and maintenance of landscaping and to preserve and maintain natural vegetation and habitat. Implementation of these requirements reduces stormwater runoff, reduces water consumption, reduces impervious surface area, conserves energy, increases the tree canopy and decreases ambient temperatures, and enhances the aesthetic appearance and value of the village, thereby promoting the public health and general welfare.

(b) The installation of landscaping and the preservation of native vegetation are integral to the prevention of water and air pollution. The root systems of trees hold and consolidate soil and other loose earthen materials, thereby helping to prevent erosion, reducing non-point-source water pollution and maintaining the continued vitality of natural habitats for the propagation and protection of wildlife, birds, game, fish and other aquatic life. Removal of trees increases surface runoff, which contributes to water pollution. The preservation of existing vegetation, the selection of appropriate native and site suitable plant materials, the removal of invasive exotic vegetation, and appropriate maintenance can achieve water conservation.

Section 30-813 (c) states: *Parcels of land containing existing development and nonconforming landscaping, scenic corridors, bufferyards or street trees shall be brought into compliance as a condition of development permits issued for accessory structures, increases in impervious area, change in use, or substantial improvement pursuant to the following criteria:*

(1) Development of principal structures or accessory structure(s) greater than 200 square feet shall require any nonconforming landscaping to be brought into compliance with this division. The maximum landscaping that can be established shall be installed, given

the existing buildings and required drives, as determined by the director of planning and development services.

The applicant has proposed to maximize the buffer plantings along Gardenia Street in order to afford the greatest degree of protection to surrounding residential development. Strict application of the landscaping and buffer requirements in this instance would result in a significant reduction of the available parking for the site. The applicant has proposed the current plan in order to strike a balance between landscaping/buffer improvements and parking needs.

(3) The proposed conditional use is compatible and generally consistent with the uses and character of the land surrounding and in the vicinity of the land proposed for development;

ANALYSIS – In Compliance. The subject property is zoned Village Center (VC) and the proposed use is a permitted Major Conditional Use within VC zoning.

(4) The design of the proposed conditional use minimizes adverse effects, including visual impact and intensity of the proposed use on adjacent lands;

ANALYSIS – Based upon the size of the existing building (3,144 square feet), the seven (7) existing affordable housing units, and the proposed 4,751 square foot outdoor plaza area, there is little opportunity to increase the amount of landscaping and buffer improvements on site. The applicant has proposed to establish a buffer area adjacent to Gardenia Street in order to minimize potential impacts to surrounding residences. In addition, a series of on-site landscaping improvements have been incorporated within the proposed site plan. Finally, the applicant has proposed a series of conditions to further address any potential impacts associated with the operation of the Major Conditional Use. These conditions are incorporated at the conclusion of the Council Communication.

(5) The proposed conditional use complies with Division 5 of this article (Concurrency Management);

ANALYSIS – In compliance.

(6) The proposed conditional use minimizes environmental impacts, including but not limited to water, air, stormwater management, wildlife, vegetation, wetlands and the natural functioning of the environment; and

ANALYSIS – The existing site is disturbed and devoid of landscaping or buffer improvements. The applicant has proposed a buffer area adjacent to Gardenia Street and additional landscaping on site to minimize environmental impacts associated with the re-development of the site. The proposed buffer and landscaping improvements represent an improvement over existing conditions. However, the site, nonetheless, fails to comply with several on-site landscaping and buffer requirements. Village Council should carefully consider the balance between the applicant's ability to maintain a reasonable use of the property and the need to provide appropriate parking, buffer, and landscaping improvements.

(7) The proposed conditional use will result in logical, timely and orderly development patterns.

ANALYSIS – Logical, timely, and orderly development patterns are driven by compliance with Village site development standards. The current site fails to provide any landscaping or buffer improvements. As noted above, the applicant has proposed a buffer adjacent to Gardenia Street along with landscaping improvements on site. These buffer and landscaping features represent an improvement over existing conditions. However, the application as proposed includes several buffer, landscaping, and parking relaxations.

VARIANCE ANALYSIS –

(1) Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district;

ANALYSIS – The subject site is currently improved with a mixed-use commercial structure including seven (7) apartment units on the second floor. The first floor is currently vacant and was previously used as a bank. The applicant is proposing to improve the first floor of the structure with a Brewpub/Restaurant/Distillery, including a 4,751 square foot outdoor plaza. Section 30-813 (c)(2) of the Village Code states that "Development of principal structures or accessory structure(s) greater than 200 square feet shall require any nonconforming landscaping to be brought into compliance with this division. *The maximum landscaping that can be established shall be installed, given the existing buildings and required drives, as determined by the director of planning and development services.*"

Thus, the Code recognizes that strict compliance with current code requirements may not be practical in connection with previously improved sites. The size of the existing building, the previously approved seven (7) affordable housing units, and the current lack of any landscaping or buffer improvements, support some relief from current code requirements.

However, the Village Council should carefully consider the proposed intensity of the Brewpub/Restaurant/Distillery. While strict application of Village landscaping and buffer requirements is not warranted based on existing conditions, the size of the proposed outdoor seating area limits the ability to bring the site into a greater degree of compliance.

(2) The special conditions and circumstances do not result from the actions of the applicant;

ANALYSIS – Similar to the above, the intensity of the use of the property is driven by both the size of the existing building and the scale of the outdoor seating area. While the applicant has little control over the existing size of the former bank building, the proposed 4,751 square foot outdoor seating area is driven by the request of the applicant. The size of the outdoor seating area limits the ability to provide required site improvements and results in an increase in the degree of variance relief associated with the application.

(3) Literal interpretation of the provisions of this chapter deprives the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this chapter and works unnecessary and undue hardship on the applicant;

ANALYSIS – In this instance, a literal interpretation of the Code has not been sought. The primary concern associated with the application is the number and magnitude of variances requested. While some relief is warranted based upon existing site conditions, the intensity of development proposed by the applicant, including the size of the outdoor seating area, should be carefully considered by Village Council.

(4) Granting the variance requested conveys the same treatment to the individual owner as to the owner of other lands, buildings, or structures in the same zoning district;

ANALYSIS – Many properties throughout the Village fail to comply with all of the Code's landscaping, parking, and buffer requirements. The question in this instance is whether or not the number and magnitude of variances requested strikes the proper balance between the spirit and intent of the Code and a reasonable use of the property.

(5) The variance, if granted, is the minimum variance that makes possible the reasonable use of the land, building, or structure; and

ANALYSIS – The degree of relief requested is significant. The code does provide relief from the strict application of Village landscaping, buffer, and parking requirements for previously improved sites such as the subject parcel. The applicant has proposed specific landscaping and buffer improvements to minimize potential impacts to surrounding residences associated with the operation of the Brewpub/Restaurant/Distillery.

(6) The grant of the variance is in harmony with the general intent and purpose of this chapter, and is not injurious to the neighborhood, or otherwise detrimental to the public welfare.

ANALYSIS – The applicant has proposed a combination of buffer and landscaping improvements to bring the site into compliance with the general intent and purpose of this chapter. In addition, the applicant has proposed a series of covenants and restrictions to address any potential impacts associated with the operation of the Brewpub/Restaurant/Distillery.

Budget Impact:

There is no impact to the Budget.

Staff Impact:

There is no impact on the Staff.

Previous Action:

On June 7, 2019, the Director of Planning and Development Services approved a Minor Conditional Use for the construction of seven (7) Deed Restricted Affordable Housing Residential Units. (File No.: PLCUP20190033)

On October 22, 2021, the Acting Planning Director approved a Minor Conditional Use for the re-development of the property for a Brewery/Distillery/Tasting Room, which did not include an Outdoor Seating area. (PLCUP20210151)

On April 21, 2022, the Village Council approved a 5COP Alcoholic Beverage Use Permit. (File No. PLAB20210152)

Recommendation:

Review of Major Conditional Uses is governed by Village Code Section 30-216 (d). The applicant is required to establish that the application meets all seven (7) of the standards contained within the Code associated with Major Conditional Uses. In addition, the subject application involves landscaping, buffer, and parking relaxations with the degree of relief ranging from 50% to 100%. Village Code Section 30-221 governs variance review. It includes a 6-part test to evaluate variance requests. The applicant is required to establish that the application is in compliance with all six (6) variance factors contained within the Code.

To better address potential impacts associated with the proposed Brewpub/Restaurant/Distillery, the applicant has proposed a combination of buffer and landscaping improvements with a focus on the establishment of a buffer adjacent to Gardenia Street. Secondly, the applicant has agreed to a series of nineteen (19) conditions designed to mitigate any potential impacts associated with the operation of the use and the number of variances requested (Please see attached).

These conditions, among other goals:

- Limit the use of the property to the plans submitted in connection with the subject application.
- Limit the gross floor area of the Brewpub/Restaurant/Distillery to the current size of the building (3,144 square feet).
- Limit the size of the outdoor plaza area and the number of seats to that proposed in connection with the subject application. This includes a maximum size of 4,751 square feet and thirty-two (32) seats for the plaza area.
- Limit the total occupancy of the Brewpub/Restaurant/Distillery, including the outdoor plaza area, to 160 patrons.
- Limit the hours of operation of the Brewpub/Restaurant/Distillery, the outdoor plaza area and the use of amplified music.

- Establish minimum site improvements including parking, buffer and landscaping upgrades consistent with the plans submitted as a part of the application.
- Provide for the establishment of a shared parking agreement to mitigate any potential impacts associated with the proposed parking relaxation.
- Provide for the ability to address any traffic safety concerns associated with the proposed delivery area.
- Provide the Village with the ability to address any noise impacts consistent with the Village Noise Ordinance.
- Provide the Village with the ability to address any future violations of the conditions through a reduction in the intensity of the proposed use, additional hours of operation restrictions and/or revocation of the Major Conditional Use after due public hearing.

Respectfully submitted to the Village Council for use in making its determination.

DRAFT CONDITIONS

1. Use of the property shall be limited to a Brewpub/Restaurant/Distillery with outdoor seating. A maximum of seven (7) deed restricted affordable housing units shall also be permitted on the second floor of the existing structure, as approved by Minor Conditional Use PLCUP20190033.

2. A Major Conditional Use to allow for the operation of Brewpub/Restaurant/Distillery shall be deemed granted as a part of this application.

3. The gross floor area of the Brewpub/Restaurant/Distillery shall be limited to the total floor area as shown on the plans prepared by dgo Architecture, entitled Crooked Palm distillery, 90184 Overseas Highway, Islamorada, Florida and dated 11-04-22. The outdoor seating area shall be limited to a maximum of 4,751 Square Feet, in accordance with the site plan prepared by dgo Architecture, entitled Crooked Palm distillery, 90184 Overseas Highway, Islamorada, Florida and dated 11-04-22.

4. The outdoor seating area shall be limited to a maximum of thirty-two (32) seats and a maximum area of 4,751 square feet as shown on the site plan and landscaping plan prepared by *dgo Architecture*, entitled Crooked Palm distillery, 90184 Overseas Highway, Islamorada, Florida and dated 11-04-22. Seating within the proposed outdoor plaza area may be modified upon application to the Department of Planning and Development Services provided the overall occupancy of the site does not exceed one hundred sixty (160) occupants including both indoor and outdoor space.

The operation of a food truck, as shown on the site plan prepared by *dgo Architecture*, entitled Crooked Palm distillery, 90184 Overseas Highway, Islamorada, Florida and dated 11-04-22, shall be permitted in connection with the outdoor seating area.

5. Landscaping and site improvements shall be completed pursuant to the satisfaction of the Department of Planning and Development Services and in substantial conformance with the site plan entitled Crooked Palm distillery, 90184 Overseas Highway, Islamorada, Florida, prepared by *dgo Architecture* and dated 11-04-22.

6. The hours of operation of the Brewpub/Restaurant/Distillery interior shall be limited to the following:

Sunday through Thursday 11:00 am – 11:00 pm

Friday, Saturday and Holidays 9:00 am – 1:00 am.

The applicant/owner reserves the right to request a modification of the hours of operation after due public hearing. Any extension of the hours of operation shall be evaluated based upon potential impacts to surrounding residential development, including a review of past noise complaints.

7. The hours of operation of the outdoor seating area shall be limited to 11:00 am to 10:00 pm Sunday through Thursday and 9:00am to 11:00 pm Friday and Saturday. The use of live amplified music during the week after 9:00 pm shall be prohibited and weekends 10:00pm.

8. Relaxation from the landscaping standards contained within the Village Code shall be deemed granted as a part of this application. All landscaping improvements shall be completed and

maintained in conformance with the site plan and landscaping plan approved as a part of this application entitled Crooked Palm distillery, 90184 Overseas Highway, Islamorada, Florida, prepared by *dgo Architecture* and dated 11-04-2022.

9. The Village Council reserves the right to revoke this Major Conditional Use and terminate operation of the Brewpub/Restaurant/Distillery at any time after due notice and a public hearing in the event violation of these conditions occurs. In addition, in the event operation of the Brewpub/Restaurant/Distillery results in noise violations as defined by the Village Noise Ordinance, the Village Council reserves the right to further restrict the hours of operation of the Brewpub/Restaurant/Distillery, including the outdoor seating area, after due notice and a public hearing. Excessive, unnecessary, or unnaturally loud noises shall be determined pursuant to Village Code Chapter 18 (Nuisances), Article IV (Noise) as may be amended from time to time. Noise disturbance means any sound that is unreasonably loud, raucous or jarring; causes an adverse psychological or physiological effect on humans; unreasonably interferes with the enjoyment of life or property, including outdoor recreation; or is a nuisance, as defined by Chapter 18, as may be amended from time to time. Applicant/owner shall be provided an opportunity to address and remedy or cure any noise complaints prior to a reduction in the hours of operation.

10. A parking relaxation shall be deemed granted as a part of this application. A minimum of forty-one (41) parking spaces shall be provided on site in accordance with the site plan and landscaping plan submitted as a part of this application entitled Crooked Palm distillery, 90184 Overseas Highway, Islamorada, Florida, prepared by *dgo Architecture* and dated 11-04-22

In the event adequate parking cannot be provided on site, applicant/owner agrees to maintain a shared parking agreement with an adjacent or nearby property owner pursuant to the satisfaction of the Department of Planning and Development Services. On-street parking shall be prohibited in connection with the subject parcel. Parking for the seven (7) affordable housing units shall be provided on site separate from parking associated with the Brewpub/Restaurant/Distillery.

11. Deliveries shall be limited to the curb-cut adjacent to Gardenia Street as shown on the site plan entitled Crooked Palm distillery, 90184 Overseas Highway, Islamorada, Florida, prepared by *dgo Architecture* and dated 11-04-22. The Village reserves the right to address any traffic safety concerns associated with the operation of the proposed loading area after due public hearing and testimony provided by a traffic safety expert. The applicant/owner shall be provided an opportunity to address, remedy or otherwise cure any traffic safety concerns associated with the proposed loading area prior to a determination by the Village Council.

12. The maximum permitted occupancy of the Brewpub/Restaurant/Distillery shall be limited to 160 patrons including both indoor space and the outdoor seating area. The Village Council reserves the right to reduce the maximum permitted occupancy after due public hearing in the event adequate parking cannot be provided in connection with the operation of the Major Conditional Use

13. The improvement of the premises, in accordance with the determination of the Village Council, must be completed within twelve (12) months after the date of approval, subject to FS 252.363. If not so commenced and completed within this period, then, the Village reserves the right to revoke

the approval associated with the Major Conditional Use after due public hearing. Thereafter, the operation of the Major Conditional Use shall be terminated.

14. All conditions shall be enforceable through all the powers of the Village Attorney's Office and the Village Council reserve the right after due public hearing, to rescind the Major Conditional Use issued, if violation of the conditions persists.

15. Applicant/owner agrees to record these conditions as a declaration of covenants and restrictions pursuant to the satisfaction of the Village Attorney. These covenants and restrictions shall be and constitute real covenants running with the land and shall be binding upon the declarant and any and all subsequent owners of the said real property or any part thereof, and upon their heirs, executors, and administrators (or their successors and assignees) subject, however, to the right of the Islamorada, Village of Islands Village Council after a public hearing to amend, alter, annul or repeal any or all of the foregoing covenants and/or restrictions at any time with the consent of the owner or owners for the time being of the premises therein described, and such right shall be effectual and may be exercised without the consent of any adjacent owners or other owners or lienors of any other property.

16. The applicant/owner agrees not to place live music within 75' of the Gardenia Street property line and maintain compliance with the Village of Islamorada Noise Ordinance as may be amended from time to time.

17. The applicant has proposed a food truck as part of the use. The intention of the food truck is to provide food options that are currently lacking in the Village Activity Center (VAC) and as such is an integral part of the operation. The applicant/owner agrees that during the hours of operation food will be available for sale and consumption onsite or to go. Any interruption to food service will be temporary and shall not continue for more than 2 weeks' time.

18. Applicant/owner shall be provided an opportunity to remedy and/or cure any alleged violations of these conditions prior to the revocation of the Major Conditional Use or other enforcement actions referenced above.

19. Applicant/owner reserves any and all legal remedies associated with the enforcement of the above conditions.

Prepared by and return to:
Islamorada, Village of Islands
Planning and Development Services Department
86800 Overseas Highway
Islamorada, Florida 33036

RESOLUTION NO. 22-

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF 90184 RENTAL, LLC. (CBT CONSTRUCTION & DEVELOPMENT, INC., AGENT) FOR MAJOR CONDITIONAL USE APPROVAL TO ALLOW FOR THE REDEVELOPMENT OF THE PROPERTY FOR A BREWPUB/RESTAURANT/DISTILLERY WITH THE CONTINUATION OF SEVEN (7) EXISTING DEED RESTRICTED RESIDENTIAL HOUSING UNITS ON THE SECOND FLOOR; ALONG WITH OUTDOOR SEATING PURSUANT TO CHAPTER 30, ARTICLE VI, DIVISION 9 (OUTDOOR SEATING); ALONG WITH PARKING, LANDSCAPING, AND BUFFER RELAXATIONS FROM THE PROVISIONS OF THE VILLAGE'S LAND DEVELOPMENT REGULATIONS; FOR PROPERTY LOCATED AT 90184 OVERSEAS HIGHWAY ON PLANTATION KEY WITHIN THE VILLAGE CENTER (VC) ZONING DISTRICT, WITH REAL ESTATE NUMBER 00431870-000000.
(File No.: PLCUP20210151/PLVAR20220094)**

WHEREAS, 90184 RENTALS LLC, (the "Applicant") has submitted an application for a Major Conditional Use pursuant to Section 30-217 of the Code of Ordinances (the "Code") of Islamorada, Village of Islands, Florida (the "Village") to allow for the redevelopment of the property for a Brewpub/Restaurant/Distillery on the first floor of an existing two-story building including the continuation of seven (7) existing deed restricted residential housing units on the second floor; along with outdoor seating pursuant to Chapter 30, Article VI, Division 9 (outdoor seating); along with parking, buffer, and landscaping relaxations from the provisions of the Village's land development regulations for property located at 90184 Overseas Highway on Plantation Key within the Village, as legally described herein (the "Property"); and,

WHEREAS, the Property is located within the Village Center (VC) Zoning District; and

WHEREAS, the Director (the "Director") sent a Notice of Public Hearing to adjacent property owners and posted a sign on the subject properties on November 18, 2022; and,

WHEREAS, on December 6, 2022, the Village Council held a Public Hearing.

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 Application for a Major Conditional Use meets the requirements set forth in Code Section 30-217 and has demonstrated through competent substantial evidence that the criteria for granting the Request have been met; and

(2) The Village Council approves the Request submitted by the Applicant, which is attached as Exhibit "A" and incorporated herein by this reference, for the following described property:

BLOCK 17, LOTS 1, 2, 3, 26, 27, AND 28 OF PLANTATION KEY COLONY, FIRST ADDITION, AS RECORDED IN PLAT BOOK 4, AT PAGE 4 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

- (3) The approval is subject to the following Conditions of Approval:
1. Use of the property shall be limited to a Brewpub/Restaurant/Distillery with outdoor seating. A maximum of seven (7) deed restricted affordable housing units shall also be permitted on the second floor of the existing structure, as approved by Minor Conditional Use PLCUP20190033.
 2. A Major Conditional Use to allow for the operation of Brewpub/Restaurant/Distillery shall be deemed granted as a part of this application.

3. The gross floor area of the Brewpub/Restaurant/Distillery shall be limited to the total floor area as shown on the plans prepared by dgo Architecture, entitled Crooked Palm distillery, 90184 Overseas Highway, Islamorada, Florida and dated 11-04-22. The outdoor seating area shall be limited to a maximum of 4,751 Square Feet, in accordance with the site plan prepared by dgo Architecture, entitled Crooked Palm distillery, 90184 Overseas Highway, Islamorada, Florida and dated 11-04-22.

4. The outdoor seating area shall be limited to a maximum of thirty-two (32) seats and a maximum area of 4,751 square feet as shown on the site plan and landscaping plan prepared by *dgo Architecture*, entitled Crooked Palm distillery, 90184 Overseas Highway, Islamorada, Florida and dated 11-04-22. Seating within the proposed outdoor plaza area may be modified upon application to the Department of Planning and Development Services provided the overall occupancy of the site does not exceed one hundred sixty (160) occupants including both indoor and outdoor space.

The operation of a food truck, as shown on the site plan prepared by *dgo Architecture*, entitled Crooked Palm distillery, 90184 Overseas Highway, Islamorada, Florida and dated 11-04-22, shall be permitted in connection with the outdoor seating area.

5. Landscaping and site improvements shall be completed pursuant to the satisfaction of the Department of Planning and Development Services and in substantial conformance with the site plan entitled Crooked Palm distillery, 90184 Overseas Highway, Islamorada, Florida, prepared by *dgo Architecture* and dated 11-04-22.

6. The hours of operation of the Brewpub/Restaurant/Distillery interior shall be limited to the following:

Sunday through Thursday 11:00 am – 11:00 pm

Friday, Saturday and Holidays 9:00 am – 1:00 am.

The applicant/owner reserves the right to request a modification of the hours of operation after due public hearing. Any extension of the hours of operation shall be evaluated based upon potential impacts to surrounding residential development, including a review of past noise complaints.

7. The hours of operation of the outdoor seating area shall be limited to 11:00 am to 10:00 pm Sunday through Thursday and 9:00am to 11:00 pm Friday and Saturday. The use of live amplified music during the week after 9:00 pm shall be prohibited and weekends 10:00pm.

8. Relaxation from the landscaping standards contained within the Village Code shall be deemed granted as a part of this application. All landscaping improvements shall be completed and maintained in conformance with the site plan and landscaping plan approved as a part of this application entitled Crooked Palm distillery, 90184 Overseas Highway, Islamorada, Florida, prepared by *dgo Architecture* and dated 11-04-2022.

9. The Village Council reserves the right to revoke this Major Conditional Use and terminate operation of the Brewpub/Restaurant/Distillery at any time after due notice and a public hearing in the event violation of these conditions occurs. In addition, in the event operation of the Brewpub/Restaurant/Distillery results in noise violations as defined by the Village Noise Ordinance, the Village Council reserves the right to further restrict the hours of operation of the Brewpub/Restaurant/Distillery, including the outdoor seating area, after due notice and a public hearing. Excessive, unnecessary, or unnaturally loud noises shall be determined pursuant to Village Code Chapter 18 (Nuisances), Article IV (Noise) as may be amended from time to time. Noise disturbance means any sound that is unreasonably loud, raucous or jarring; causes an adverse psychological or physiological effect on humans; unreasonably interferes with the enjoyment of life or property, including outdoor recreation; or is a nuisance, as defined by Chapter 18, as may be amended from time to time. Applicant/owner shall be provided an opportunity to address and remedy or cure any noise complaints prior to a reduction in the hours of operation.

10. A parking relaxation shall be deemed granted as a part of this application. A minimum of forty-one (41) parking spaces shall be provided on site in accordance with the site plan and landscaping plan submitted as a part of this application entitled Crooked Palm distillery, 90184 Overseas Highway, Islamorada, Florida, prepared by *dgo Architecture* and dated 11-04-22

In the event adequate parking cannot be provided on site, applicant/owner agrees to maintain a shared parking agreement with an adjacent or nearby property owner pursuant to the satisfaction of the Department of Planning and Development Services. On-street parking shall be prohibited in connection with the subject parcel. Parking for the seven (7) affordable housing units shall be provided on site separate from parking associated with the Brewpub/Restaurant/Distillery.

11. Deliveries shall be limited to the curb-cut adjacent to Gardenia Street as shown on the site plan entitled Crooked Palm distillery, 90184 Overseas Highway, Islamorada, Florida, prepared by *dgo Architecture* and dated 11-04-22. The Village reserves the right to address any traffic safety concerns associated with the operation of the proposed loading area after due public hearing and testimony provided by a traffic safety expert. The applicant/owner shall be provided an opportunity to address, remedy or otherwise cure any traffic safety concerns associated with the proposed loading area prior to a determination by the Village Council.

12. The maximum permitted occupancy of the Brewpub/Restaurant/Distillery shall be limited to 160 patrons including both indoor space and the outdoor seating area. The Village Council reserves the right to reduce the maximum permitted occupancy after due public hearing in the event adequate parking cannot be provided in connection with the operation of the Major Conditional Use

13. The improvement of the premises, in accordance with the determination of the Village Council, must be completed within twelve (12) months after the date of approval, subject to FS 252.363. If not so commenced and completed within this period, then, the Village reserves the right to revoke

the approval associated with the Major Conditional Use after due public hearing. Thereafter, the operation of the Major Conditional Use shall be terminated.

14. All conditions shall be enforceable through all the powers of the Village Attorney's Office and the Village Council reserve the right after due public hearing, to rescind the Major Conditional Use issued if violation of the conditions persists.

15. Applicant/owner agrees to record these conditions as a declaration of covenants and restrictions pursuant to the satisfaction of the Village Attorney. These covenants and restrictions shall be and constitute real covenants running with the land and shall be binding upon the declarant and any and all subsequent owners of the said real property or any part thereof, and upon their heirs, executors, and administrators (or their successors and assignees) subject, however, to the right of the Islamorada, Village of Islands Village Council after a public hearing to amend, alter, annul or repeal any or all of the foregoing covenants and/or restrictions at any time with the consent of the owner or owners for the time being of the premises therein described, and such right shall be effectual and may be exercised without the consent of any adjacent owners or other owners or lienors of any other property.

16. The applicant/owner agrees not to place live music within 75' of the Gardenia Street property line and maintain compliance with the Village of Islamorada Noise Ordinance as may be amended from time to time.

17. The applicant has proposed a food truck as part of the use. The intention of the food truck is to provide food options that are currently lacking in the Village Activity Center (VAC) and as such is an integral part of the operation. The applicant/owner agrees that during the hours of operation food will be available for sale and consumption onsite or to go. Any interruption to food service will be temporary and shall not continue for more than 2 weeks' time.

18. Applicant/owner shall be provided an opportunity to remedy and/or cure any alleged violations of these conditions prior to the revocation of the Major Conditional Use or other enforcement actions referenced above.

19. Applicant/owner reserves any and all legal remedies associated with the enforcement of the above conditions.

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 Applicant 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:

Councilman Mark Gregg	_____
Councilwoman Elizabeth Jolin	_____
Councilman Joseph B. Pinder III	_____
Councilwoman Sharon Mahoney	_____
Councilman Henry Rosenthal	_____

PASSED AND ADOPTED THIS 6th DAY OF DECEMBER 2022.

, 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



ISLAMORADA, VILLAGE OF ISLANDS
PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
86800 Overseas Highway • Islamorada, Florida 33036 • www.islamorada.fl.us

To: Mayor and Village Council

Through: Ted Yates, Village Manager

From: Daniel J. Gulizio, Planning and Development Services Director

Date: November 23, 2022

SUBJECT: **Crooked Palm Distillery**
Major Conditional Use – PLCUP20210151/PLVAR20220094
90184 Overseas Highway, Tavernier

As you know, the above application has been the subject of a good deal of public debate over the last few months. There have been multiple Departmental reviews concerning this application since the site was originally the subject of a Minor Conditional Use application.

In an effort to clarify the Department's position, I am writing to confirm that the Department of Planning and Development Services will be respectfully recommending approval of the proposed Major Conditional Use at the upcoming Village Council meeting on December 6, 2022.

While acknowledging the concerns associated with the application, including a variety of landscaping, buffer, and parking relaxations, it is the belief of the Department that the proposed landscaping and buffer improvements that have been incorporated into the application are consistent with the spirit and intent of the code, particularly Sec. 30-813 (c)(1) which states that *"The maximum landscaping that can be established shall be installed, given the existing buildings and required drives, as determined by the director of planning and development services."*

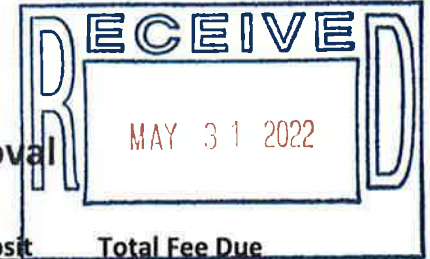
In addition, the applicant has agreed to nineteen (19) conditions related to the operation of the proposed Brewpub/Restaurant/Distillery. These conditions are designed to both regulate the operation of the proposed use and, equally important, provide the Village Council with the ability to address any potential violations in the future related to noise, parking, traffic...etc.

Respectfully submitted to the Village Council for use in making its determination.



Islamorada, Village of Islands Planning & Development Services

86800 Overseas Highway, Islamorada, FL 33036
T: 305-664-6400, F: 305-664-6467



Application for Conditional Use Approval

Pursuant to Code Chapter 30, Article IV, Division 2

Application Type	Fee	*Deposit	Total Fee Due
☒ Major Conditional Use	\$5,220.00	\$5,000.00	\$10,220.00
☐ Minor conditional Use	\$3,510.00	\$5,000.00	\$ 8,510.00
☐ Minor Deviation	\$1,000.00	\$1,000.00	\$ 2,000.00
☐ Docks (pursuant to Code Section 30-1554)	\$1,900.00	\$1,000.00	\$ 2,900.00

After a second Notice of Deficiencies, an additional fee equal to 10% of the application fee shall be due with each re-submittal.

* A deposit is required for development approval or permits which necessitate additional review and processing, and/or public hearing and notice requirements. Applicants are required to pay a cost recovery deposit which shall be credited toward the fee charged for such additional review and processing and shall pay additional deposits as may be required from time to time. A debit based upon the actual time expended in reviewing an application and the applicable actual amount charged to the Village shall be charged against the cost recovery deposit.

*PLCUP20210151

PLEASE NOTE: THIS APPLICATION ACCEPTED BY APPOINTMENT ONLY.

An application must be deemed complete and in compliance with the Village Code by Staff prior to the items being scheduled for review. See Attachments A and B for a list of required submittals and documents.

A Pre-Application Conference is mandatory prior to submission of an Application for Conditional Use Approval that would be applicable to the Administrative Design Review Standards set forth in Code Section 30-215(d)(20).

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: Christopher Trentine

Mailing Address: PO Box 1057

City: Tavernier State: FL Zip: 33070

Home/Mobile Phone: 305-302-0929 Office: 305-852-3002 Fax: 305-852-3062

Email: admin@cbtconstruct.com

PROPERTY OWNER:

Name: 90184 Rentals, LLC

Mailing Address: PO Box 373006

City: Key Largo State: FL Zip: 33037

Home/Mobile Phone: 305-522-6598 Office: 305*451-5880 Fax: 305-451-3762

Email: santechris@yahoo.com

LEGAL DESCRIPTION OF PROPERTY: If in metes and bounds, attach legal description on separate sheet.

Physical Address: 90184 Overseas Hwy (Lower Level), Tavernier, FL Mile Marker: 90

Lot: 1-3, 26-28 Block: _____ Subdivision: Plantation Key

☒ Plantation Key ☐ Windley Key ☐ Upper Matecumbe Key ☐ Lower Matecumbe Key

Real Estate (RE) Number: 00431870-000000 Alternate Key: 1529800

PROPERTY DESCRIPTION:

Zoning District: _____ Future Land Use Category: _____
 Total Land Area: _____ Square Feet: 30500 sf Acres: 0.7231405
 Existing Use of Property: Lower Level - Vacant / Old Bank
Upper Level - 7 Apartment Rentals
 Proposed Use of Property: Loer Level - Brewery/Distillery/Tasting Room w/ Sales Pkgs

PROPOSED CONDITIONAL USE:

If non-residential or commercial floor area is proposed, please provide:

	Existing	Proposed	Change
Total number of non-residential buildings:	<u>1</u>	<u>1</u>	<u>1</u>
Total non-residential floor area in square feet:	<u>0</u>	<u>0</u>	<u>0</u>

If residential dwelling units are proposed, please provide:

	Existing	Proposed	Change
Total number of residential buildings:	<u>1</u>	<u>0</u>	<u>0</u>
Total number of permanent, market-rate units:	<u>0</u>	<u>0</u>	<u>0</u>
Total number of permanent, affordable/ workforce housing units:	<u>7</u>	<u>0</u>	<u>0</u>
Total number of transient units (hotel/motel rooms, recreational vehicles):	<u>0</u>	<u>0</u>	<u>0</u>

Have any applications been submitted for this site within the past three (3) years? X Yes No

If yes, provide name of the applicant and date of applications: 90184 Rentals, LLC - 10/15/18, 4/22/20, 6/30/20
CBT Construction & Development, Inc. - 9/15/19, 10/15/20, (Minor Cond. Use 7/23/21)
Chris and Pamela Sante - 9/4/20

Is this an Amendment or a Minor Deviation to a previously approved Conditional Use? Yes X No

If yes, attach the approved site plan, a revised site plan, and list below all proposed changes. Please provide an explanation of each change: _____

If an Amendment or a Minor Deviation to an approved Conditional Use, please provide prior Project Numbers and/or Resolution Numbers: _____

Pursuant to Code Section 30-216(d), when considering an application for a Conditional Use, the Director of Planning and Development Services ("Director") and Village Council shall consider the following factors, and no Conditional Use shall be approved which fails to meet any standard below. Failure to comply with any standard shall be deemed adverse to the public interest.

Please attach a statement explaining how the proposed Conditional Use meets each standard below.

- (1) The proposed Conditional Use is consistent with the purposes, goals, objectives and policies of the Comprehensive Plan, including standards for building and structural intensities and densities, and intensities of use;

- (2) The proposed Conditional Use complies with all relevant and appropriate portions of Village Code Chapter 30, *Land Development Regulations (LDRs)*;
- (3) The proposed Conditional Use is compatible and generally consistent with the uses and character of the land surrounding and in the vicinity of the land proposed for development;
- (4) The design of the proposed Conditional Use minimizes adverse effects, including visual impact and intensity of the proposed use on adjacent lands;
- (5) The proposed Conditional Use complies with Division 5 (Concurrency Management) of Article IV of the LDRs;
- (6) The proposed Conditional Use minimizes environmental impacts, including but not limited to water, air, stormwater management, wildlife, vegetation, wetlands and the natural functioning of the environment; and
- (7) The proposed Conditional Use will result in logical, timely and orderly development patterns.

ATTACHMENT A

The following is a list of submittals and documents required for Conditional Use Approval. One (1) paper copy of all documents is required. One (1) digital copy may also be submitted in PDF format on a CD-ROM or DVD-ROM. Up to 12 additional hard copies may be requested if a public hearing is required. Data furnished in the application shall be to scale and shall include the following information, unless waived in writing by the Director. All paper plans shall be folded to a size no larger than 9"x12".

- ☒ **Correct application fee.** Check or money order to "Islamorada, Village of Islands".
- ☒ **Notarized agent authorization letter**, if applicable, including the agent's name, address and phone number authorizing the applicant/agent to act on all property owners' behalf.
- ☒ **Proof of ownership** e.g. warranty deed, lease or pending sale contract.
- ☒ **Property record card** from the Monroe County Property Appraiser.
- ☒ **Copy of recorded notice of approval or resolution** of prior Conditional Use (if submitting an application for an amendment or minor deviation).
- ☒ **Location map** showing where the project is located on the Key.
- ☒ **Photographs** of site from adjacent streets. A recent aerial photograph with property boundaries delineated may be substituted.
- ☒ **Signed and sealed survey** prepared by a Florida registered surveyor. The survey shall include elevations and location of all existing structures, paved areas, location of all utility structures, all easements, all bodies of water on and adjacent to the site, docks, piers, mean high water line and total acreage by habitat.
- ☐ **Site plan** prepared by a professional architect, engineer, or landscape architect. May be either a Site Plan previously approved and still effective by the Village or a new proposed Site Plan. See **Attachment B** for minimum site plan requirements.
- ☐ **Floor plans** of all proposed structures and for any existing structures to be redeveloped or enlarged, drawn at an appropriate standard architectural scale and including handicap accessibility features.
- ☐ **Elevation drawings** of all proposed structures and any existing structures to be modified with the elevations of the following features referenced to NGVD: Existing grade, finished grade, finished floor elevations (lowest supporting beam for V-zone development), roofline and highest point of the structure.
- ☐ **Landscaping plan** (may be combined with site plan or separate plan) drawn to scale, and at a minimum should include open space preservation areas, existing natural features, class and width of required landscape bufferyards (including the species, size and quantity of plants), street trees, and parking area landscaping.
- ☐ **Outdoor lighting plan** pursuant to Code Chapter 30, Article V, Division 5, including a site plan and inventory containing manufacturer's catalog cuts (where available), lamp type and output specification (lumen output) for each proposed fixture, proposed mounting height of all exterior fixtures, and the aiming direction and scope of illumination for any spotlights or floodlights.
- ☐ **Habitat analysis and/or vegetation survey** pursuant to Code Sections 30-1613 and 30-1614(e), prepared by a Village qualified biologist.

- ☐ **Stormwater management plan** pursuant to Code Section 30-1724, signed and sealed by a Florida registered engineer or architect with drainage calculations and at the same scale as the site plan. The plan must show existing and proposed topography, all drainage structures, retention areas and drainage swales, and existing and proposed permeable and impermeable areas.
- ☐ **Affordable housing mitigation plan** pursuant to Code Chapter 30, Article IV, Division 16.
- ☐ **Traffic study** prepared by a licensed traffic engineer pursuant to Monroe County Traffic Report Guidelines Manual.
- ☐ **Construction management plan** stating how impacts on nearshore water and surrounding property will be managed (i.e. construction barrier, hay bales, flagging, etc.).
- ☐ **Construction phasing plan** Phased projects must include 20% of the project's land area in the development of each phase, unless a phasing specifically requested as part of the conditional use.
- ☐ **Letters of coordination** from the following agencies. Applicants must check with the Staff to identify other agencies expected to review the project. These may include, but are not limited to:
- ☐ Florida Department of Environmental Protection (DEP)
 - ☐ Florida Department of Health (DOH)
 - ☐ Florida Department of State, Division of Historic Resources (DHR)
 - ☐ Florida Department of Transportation (FDOT)
 - ☐ Florida Fish and Wildlife Conservation Commission (FWC)
 - ☐ Florida Keys Aqueduct Authority (FKAA)
 - ☐ Florida Keys Electric Cooperative (FKEC)
 - ☐ South Florida Water Management District (SFWMD)
 - ☐ U.S. Army Corps of Engineers (ACOE)
 - ☐ U.S. Fish & Wildlife Service (FWS)

If deemed necessary to complete a full review of the application, the Planning and Development Services Department reserves the right to request additional information.

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, as indicated in Attachments A and B, has been provided.

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.

Signature of Applicant or Agent:  Date: 5/31/22

Print Name: Christopher Trentine

STATE OF FLORIDA
COUNTY OF MONROE

Sworn to and subscribed before me by means of ☒ physical appearance or ☐ online notarization, this 31ST day of MAY, 20 22, by CHRISTOPHER TRENTINE (name of person signing the application) as PRESIDENT Agent (type of authority e.g. officer, manager / member, trustee, attorney in fact) for 70184 RENTALS, LLC (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: _____



Islamorada, Village of Islands Planning & Development Services

86800 Overseas Highway, Islamorada, FL 33036
T: 305-664-6400, F: 305-664-6467

APPLICATION FOR VARIANCE

Pursuant to Code Chapter 30, Article IV, Division 2

Application Type:	Fee:	*Deposit:	Total Fee:
☐ Residential	\$1,500.00	\$500.00	\$2,000.00
☒ Nonresidential	\$2,000.00	\$500.00	\$2,500.00

* A deposit is required for development approval or permits which necessitate additional review and processing, and/or public hearing and notice requirements. Applicants are required to pay a cost recovery deposit which shall be credited toward the fee charged for such additional review and processing and shall pay additional deposits as may be required from time to time. A debit based upon the actual time expended in reviewing an application and the applicable actual amount charged to the Village shall be charged against the cost recovery deposit.

PLEASE NOTE: THIS APPLICATION IS ACCEPTED BY APPOINTMENT ONLY.

An application must be deemed complete and in compliance with the Village Code by Staff prior to the items being scheduled for review. **See list of required submittals and documents below.**

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: Michael Hennessy, Christopher Trentine of CBT Construction & Development, Inc.

Mailing Address: PO Box 1057, Tavernier, FL 33070

Primary Phone: 305-852-3002

Fax: 305-852-3062

Email: admin@cbtconstruct.com

PROPERTY OWNER:

Name: _____

Mailing Address: _____

Primary Phone: _____ Fax: _____

Email: _____

LEGAL DESCRIPTION OF PROPERTY: If in metes and bounds, attach legal description on separate sheet.

Physical Address: 90184 Overseas Hwy, Tavernier, FL Mile Marker: 90

Lot: 1-3 and 26-28 Block: 17 Subdivision: Plantation Key Colony 1st ADD

☒ Plantation Key ☐ Windley Key ☐ Upper Matecumbe Key ☐ Lower Matecumbe Key

Real Estate (RE) Number: 00431870-000000 Alternate Key: 1529800

PROPERTY DESCRIPTION:

Zoning District: _____ Future Land Use Category: Commercial

Total Land Area: 31500 sf Square Feet 0.7231405 Acres

Existing Use of Property: Lower Level - Vacant/Old Bank

Upper Level - 7 Apartment Rentals

Proposed Use of Property: Lower Level Distillery & Tasting Room

Application for Variance

PROPOSED VARIANCE:

State the Code Section(s) and the Land Development Regulations standard(s) required (i.e., setbacks, parking, loading, landscaping): 30-814, 30-815, 30-817, 30-818

PROPOSED VARIANCE (Continued):

Describe the variance requested: Landscape Requirements

List all applications for development permits submitted for the site within the past three (3) years. Please indicate the type of application, name of applicant, date of application and whether the application was approved, denied or withdrawn.

Please see attached sheet for list of Apps

CRITERIA: No variance shall be approved which fails to meet any standard below. Failure to comply with any standard shall be deemed adverse to the public interest. Please describe how the proposed variance meets each standard. Attach additional sheets if necessary.

1. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district: Yes
2. The special conditions and circumstances do not result from the actions of the applicant: Correct
3. Literal interpretation of the provisions of the Land Development Regulations ("LDRs") deprives the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the LDRs and works unnecessary and undue hardship on the applicant: Yes
4. Granting the variance requested conveys the same treatment to the individual owner as to the owner of other lands, buildings, or structures in the same zoning district: Yes
5. The variance, if granted, is the minimum variance that makes possible the reasonable use of the land, building, or structure: Yes



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: 5/31/22

I hereby authorize Christopher Trentine, Michael Hennessy, CBT Construction & Dev, Inc., PO Box 1057, Tavernier, FL 33070
(Name, Address and Phone Number of Authorized Agent)

to be listed as authorized agent on behalf of 90184 Rentals, LLC
(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:

(Major) Conditional Use Approval

(Project Name / Application Type)

Property Address: 90184 Overseas Hwy, Tavernier, FL 33070

Real Estate Number(s): 00431870-000000

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.

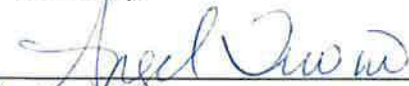
Property Owner Signature: 

Printed Name: Chris Sante

STATE OF FLORIDA

COUNTY OF MONROE

Sworn to and subscribed before me by means of ☒ physical appearance or ☐ online notarization, this 31ST day of MAY, 20 22, by Chris Sante (name of person signing the application) as MGRM (type of authority e.g. officer, manager / member, trustee, attorney in fact) for 90184 RENTALS, LLC (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

Monroe County, FL

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 00431870-000000
Account# 1529800
Property ID 1529800
Millage Group 50V1
Location 90184 OVERSEAS Hwy 100, PLANTATION KEY
Address
Legal BK 17 LT 1, 2, 3, 26, 27 & 28 PLANTATION KEY COLONY FIRST ADDITION PB4-4
Description PLANTATION KEY OR423-614 OR427-238 OR502-815 OR822-643 OR866-724 OR1167-2389/91 OR1523-339/42(UNR ARTICLES OF MERGER) O2913-270/74 (Note: Not to be used on legal documents.)
Neighborhood 10020
Property STORE COMBO (1200)
Class
Subdivision PLANTATION KEY COLONY 1ST ADD
Sec/Twp/Rng 05/63/38
Affordable No
Housing



Owner

90184 RENTALS LLC
 PO Box 373006
 Key Largo FL 33037

Valuation

	2021	2020	2019	2018
+ Market Improvement Value	\$148,282	\$149,770	\$280,820	\$400,068
+ Market Misc Value	\$83,948	\$83,995	\$84,041	\$45,829
+ Market Land Value	\$684,653	\$684,653	\$487,856	\$582,750
= Just Market Value	\$916,883	\$918,418	\$852,717	\$1,028,647
= Total Assessed Value	\$916,883	\$918,418	\$852,717	\$1,010,287
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$916,883	\$918,418	\$852,717	\$1,028,647

Land

Land Use (1200)	Number of Units	Unit Type	Frontage	Depth
	31,500.00	Square Foot	0	0

Buildings

Building ID	43184	Exterior Walls	C.B.S.
Style		Year Built	1973
Building Type	OFF BLDG MULT STY FP / 18C	Effective Year Built	1980
Gross Sq Ft	6560	Foundation	
Finished Sq Ft	6017	Roof Type	
Stories	2 Floor	Roof Coverage	
Condition	AVERAGE	Flooring Type	
Perimeter	508	Heating Type	
Functional Obs	60	Bedrooms	0
Economic Obs	0	Full Bathrooms	0
Depreciation %	55	Half Bathrooms	0
Interior Walls		Grade	300
		Number of Fire Pl	0

Code	Description	Sketch Area	Finished Area	Perimeter
OPX	EXC OPEN PORCH	135	0	64
FLA	FLOOR LIV AREA	6,017	6,017	508
PTO	PATIO	352	0	150
SBF	UTIL FIN BLK	56	0	30
TOTAL		6,560	6,017	752

Yard Items

Description	Year Built	Roll Year	Quantity	Units	Grade
ASPHALT PAVING	1987	1988	1	34160 SF	2
FENCES	1975	1976	1	2760 SF	3
CH LINK FENCE	2005	2006	1	630 SF	1

Sales

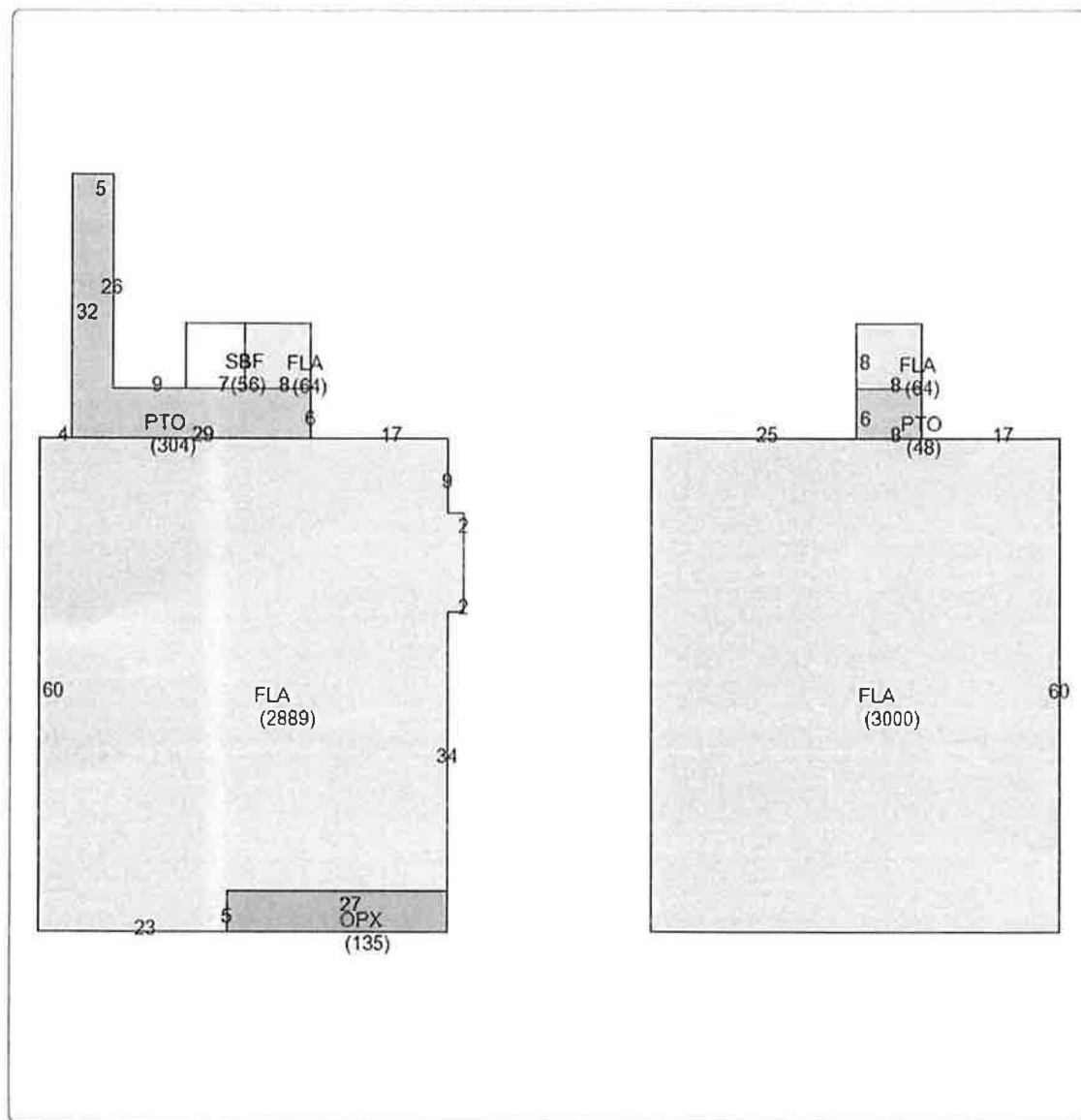
Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
6/13/2018	\$1,200,000	Warranty Deed	2174698	2913	270	01 - Qualified	Improved
6/1/1998	\$286,000	Warranty Deed		1523	0339	M - Unqualified	Improved
10/1/1982	\$0	Warranty Deed		866	724	U - Unqualified	Improved
12/1/1980	\$40	Warranty Deed		822	643	M - Unqualified	Improved
2/1/1969	\$3,800	Conversion Code		427	238	Q - Qualified	Improved

Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
PRBLD202001061	11/30/2020	2/24/2021	\$2,000	Commercial	338 LF OF 6' TALL GALVANIZED CHAIN LINK FENCE (1) 20' WIDE 6' TALL GALVANIZED CHAIN LINK DBL DRIVE GATE
PRPLB202000765	7/7/2020	7/14/2020	\$2,000	Commercial	FIRE LINE FOR SPRINKLERS
PRPLB201901239	10/1/2019	7/13/2020	\$16,430	Commercial	INSTALL NEW FIRE ALARM & FIRE SPRINKLERS SYSTEMS.
PRBLD201802143	9/5/2019	7/21/2020	\$300,000	Commercial	AFFORDABLE) RENOVATION OF 2ND FL INSTALL NEW WALLS AND INTERIOR DOORS INSTALL NEW MINI SPLIT A/C UNITS (1) PER APARTMENT UNIT INSTALL NEW BATHROOMS (1) PER UNIT. NEW ELECTRIC AND PLUMBING PER UNIT INSTALL FLOOR COVERINGS. REPAIR ELEVATOR INSTALL EGRESS WINDOWS PER UNIT AND INSTALL INSULATION
PRBLD201801519	7/10/2018	7/5/2019	\$20,000	Commercial	REMOVE 2ND FLOOR OFFICE - CEILING & DRYWALL
PRBLD201801533	6/27/2018	12/29/2018	\$17,000	Commercial	INT DEMO - DRYWALL, CEILING, CARPET, TILE
2004757	5/19/2004	12/8/2005	\$1		CHAIN LINK FENCE

View Tax Info

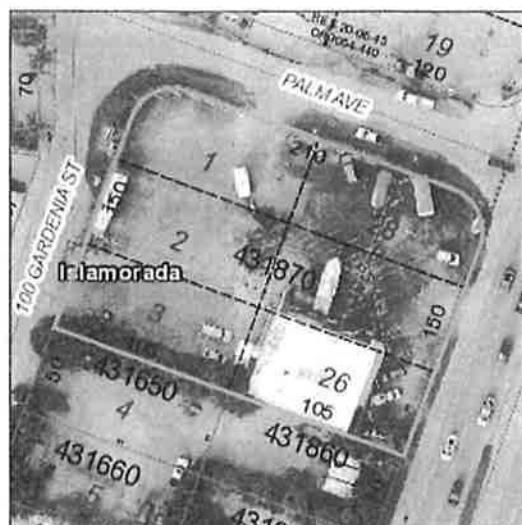
[View Taxes for this Parcel](#)
[Sketches \(click to enlarge\)](#)



Photos



Map



TRIM Notice

[2021 TRIM Notice \(PDF\)](#)

2021 Notices Only

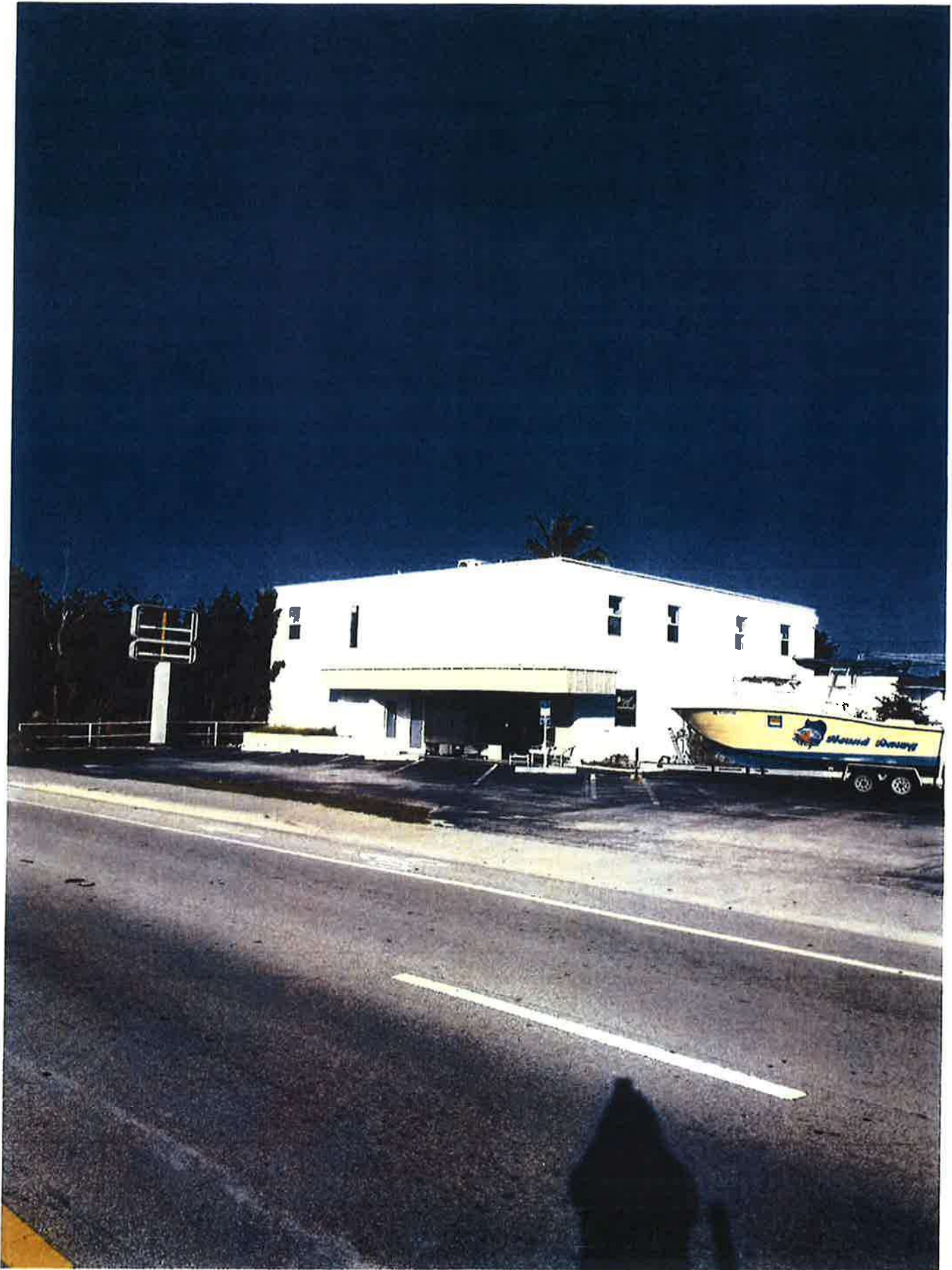
The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its 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

[User Privacy Policy](#)
[GDPR Privacy Notice](#)

Last Data Upload: 5/26/2022, 2:38:28 AM

Developed by
 **Schneider**
 GEOSPATIAL

Version 2.3.197









- Centerline
- Easements
- Hooks
- Lot Lines
- Road Center
- Rights of Way
- Shoreline
- Condo Building
- Key Names
- Subdivisions
- Parcels

Developed by  **Schneider**
GEOSPATIAL

GROSS SQUARE FOOTAGE BREAKDOWN:

EXISTING
GROUND FLOOR COMMERCIAL SPACE:
BREW/PUB/RESTAURANT/DISTILLERY = 2,889 S.F.
COVERED ENTRY = 135 S.F.
CONC. WALKWAY = 304 S.F.
UTILITY ROOM = 56 S.F.
ELEVATOR = 64 S.F.
OUTSIDE SEATING AREA = 4,751 S.F.

EXISTING
SECOND FLOOR RESIDENTIAL SPACE:
LIVING AREA = 3,000 S.F.
PATIO = 48 S.F.
ELEVATOR = 64 S.F.

VILLAGE CENTER ZONING DISTRICT F.A.R.:

FLOOR AREA:
MAXIMUM FLOOR AREA FOR PRINCIPAL STRUCTURES: 0.35 FAR

SITE AREA = 31,500 S.F. OR 0.72 ACRES
MAX. F.A.R. (NON-RESIDENTIAL) = 11,025 S.F.
PROPOSED F.A.R. = 3,448 S.F. OR 11%

EXISTING PARKING:

41 SPACES ARE EXISTING
WITH 1 BEING H.C. ACCESSIBLE

1 EXISTING BIKE RACK

OPEN SPACE RATIO
AND IMPERVIOUS AREA:

SITE AREA = 31,500 S.F.
GROSS ACREAGE = 0.72 ACRES

BUILDING = 3,479 S.F.
ASPHALT PARKING = 17,582 S.F.
CONCRETE SERVICE RAMP = 223 S.F.
WALK IN COOLER = 120 S.F.

TOTAL IMPERVIOUS = 21,404 S.F. OR 68%

OPEN SPACE = 10,096 S.F. OR 32%

GENERAL NOTES:

INSIDE BREW/PUB/RESTAURANT/DISTILLERY 2,889 SQUARE FEET.

DUMPSTER:
A SOLID OPAQUE WOOD ENCLOSURE WITH A MIN. HEIGHT 1' ABOVE
THE STRUCTURE AND PAINTED THE SAME COLOR AS BUILDING.

STREET BUFFER 1,339 S.F.
SURROUNDING LANDSCAPE BUFFER 1,193 S.F.

LANDSCAPE LEGEND:

STREET TREE
CANOPY TREE
UNDER STORY TREE
SHRUBS

TOTALS	REQUIRED (NOT INCLUDING PALM)	PROVIDED
CANOPY TREES	31	32
STREET TREES	7	7
UNDERSTORY TREES	8	20
SHRUBS	57	176

PLANTING LEGEND:

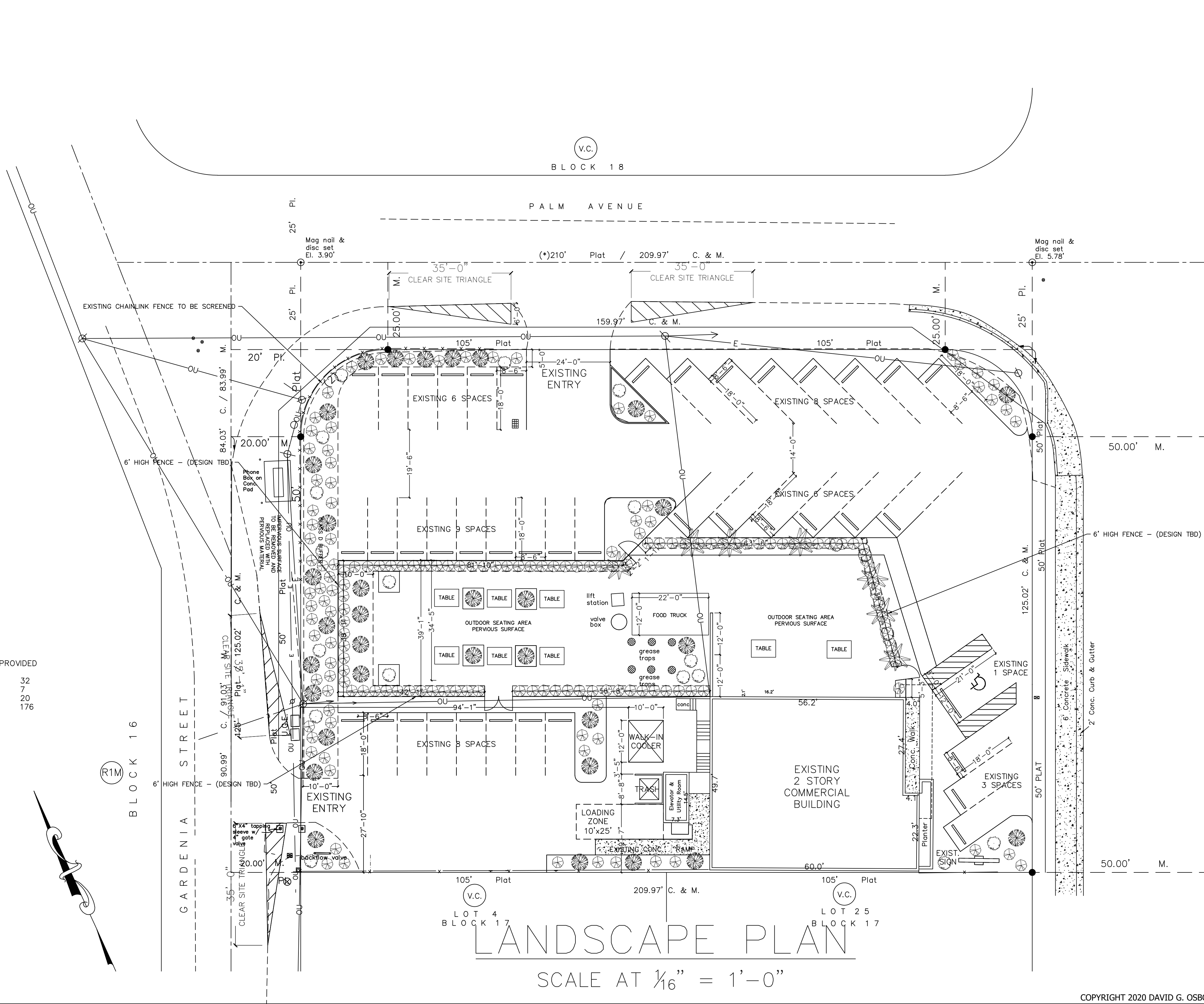
GARDENIA STREET CLASS D BUFFERYARD

10 CANOPY TREES
6 UNDERSTORY TREES
42 SHRUBS

US1 CLASS B BUFFER MOVED TO PALM AVE
5 CANOPY TREES
2 UNDERSTORY TREE
15 SHRUBS

OFF STREET PARKING LANDSCAPING 1,047 SQFT
8 CANOPY TREES
4 UNDERSTORY TREES
27 SHRUBS

EXTERIOR FENCED IN AREA LANDSCAPING 2,097 SQFT
7 STREET TREES
9 CANOPY TREES
8 UNDERSTORY TREES
92 SHRUBS



Justification Statement

Crooked Palm BrewPub/Distillery/Restaurant

Mr. Dan Gulizio, Director
Planning and Development Services
(305) 664-6422
planningdirector@islamorada.fl.us

Dear Mr. Gulizio,

Let this letter serve as the justification statement for the Crooked Palm BrewPub/Distillery/Restaurant Major Conditional Use we have been discussing. Within this statement you will find the justification for the applications compliance with Code Section 30-216(d) and 30-221(d).

Further, Chapter 30 does not define "Conditional Use" but it is important to start with the most basic understanding of the request here. The American Planning Association defines a Conditional Use as follows:

A conditional use is a use that is permitted subject to compliance with a set of conditions or requirements set forth in the zoning ordinance. The conditions are designed to ensure that the use is in harmony with both the purposes section of the zoning ordinance and the specific requirements for that use detailed in the zoning ordinance, and that it will not adversely affect the neighborhood if such requirements or conditions are met. The terms "conditional use," "special use," "special exception use," and "special permit" are used interchangeably, but the types of uses that are regulated as conditional uses and the board(s) in charge of administering the conditional use review process vary from jurisdiction to jurisdiction

As such it is imperative that Staff and Council understand that the subject of the Major Conditional Use Application is not whether or not to allow the use, but rather, how to condition the use in such a manner as to ensure harmony with the zoning ordinances and not adversely affect the neighborhood.

Attached with this communication is a further redline of the Conditions proposed as part of this major conditional use.

In short, the proposal intends to bring to the North Plantation Key Business Center (VAC) a use that provides for Outdoor Commercial Spaces, social leisure and interaction in keeping with Policy 1-2.4.1, promotes mixed use development consistent with Policy 1-2.4.6, provides for redevelopment consistent with Policy 1-3.1, improves the quality of affordable housing options in accordance with Goal 3-1 and addresses stormwater and drainage issues in accordance with Goal 4-3.

Justification Statement

Crooked Palm BrewPub/Distillery/Restaurant

Conditional Use Analysis

Code Section 30-216(d), states when considering an application for a Conditional Use, the Development services Director and Village Council shall consider the following seven (7) factors, and no conditional use shall be approved which fails to meet any standard. Further, failure to comply with any standards shall be deemed adverse to the public interest.

(1) The proposed conditional use is consistent with the purposes, goals, objectives, and policies of the comprehensive plan, including standards for building and structural intensities and densities, and intensities of use;

GOAL 1-1: IMPLEMENT FUTURE LAND USE VISION.

Applicant: The proposal does not amend the Future Land Use Map.

GOAL 1-2: DIRECT GROWTH ACCORDING TO THE FUTURE LAND USE MAP SERIES.

Applicant: The proposal maintains the MU (Mixed Use) Future Land Use and further complies with this Goal as demonstrated below.

OBJECTIVE 1-2.2: NON-CONFORMING USES AND STRUCTURES. Islamorada, Village of Islands shall protect legally established uses and structures within the Village, except as provided for in Policy 1-2.2.5 of this Plan, and shall encourage the rehabilitation and maintenance of all residential and non-residential structures, where it can be demonstrated that such non-conforming uses and structures are consistent with the community's character:

Applicant: The subject parcel is improved with an old bank building where the 1st floor has been vacant for several years and the second floor was converted to affordable housing units. The application proposes to rehabilitate the existing building and will provide for a viable economic use that will maintain the property in accordance with this objective and further the objectives of the Comprehensive Plan as demonstrated herein.

Policy 1-2.2.1 provides for the limited expansion of non-conforming uses and recognizes that variances are often times required.

Applicant: The applicant is not proposing an expansion of building area, but rather an outside seating area consistent with policies of the Comprehensive Plan. The proposal is consistent with this policy in the fact that the applicant is proposing improvements to the property's current condition which will mitigate nuisance impacts on surrounding residential properties, improve the environmental impacts created by the property and further promote the Comprehensive Plan.

Policy 1-2.2.6 permits the enlargement of and extension to Non-Conforming Structures.

Applicant: The application is consistent with this policy in that the use is not a non-conforming use, but rather a conditional use (see definition of Conditional Use by the American Planning

Justification Statement

Crooked Palm BrewPub/Distillery/Restaurant

Association). There are non-conformities present on the site today and the application significantly reduces those non-conformities, consistent with this policy.

Policy 1-2.4.1 calls for the revitalization of commercial areas.

Applicant: This policy presents 8 standards by which to guide development activity. The applicant is consistent with these 8 standards, specifically in that the proposal will increase the pervious area of a site otherwise devoid of pervious surface improving the impacts on the fragile ecosystem, will revitalize a blighted building within the Plantation Village Activity Center, will enhance the unique character of the Villages commercial land use by providing landscape and buffer yards on a property otherwise devoid of landscaping and buffering and most specifically item #8 which calls for the Facilitation of the creation of aesthetically pleasing commercial spaces outdoors, as places for social leisure and interaction, while limiting light industrial uses, outdoor storage and sales as a primary use of land and outdoor retail sales as an accessory use of land.

Policy 1.2.4.2 calls to increase the Vitality of Existing Village Activity Centers.

Applicant: The proposal complies with every facet of this policy, it increases jobs, shopping and recreation activities within walking distance, it represents a revitalization of a defunct use as a lively community meeting place, it provides a further mix of business and restaurant uses and by way of the previous minor conditional use the property provides affordable housing units which will benefit from the improvements to the site.

GOAL 1-3: LIMIT GROWTH WITHIN THE VILLAGE.

Policy 1-3.1 calls for a focus on Redevelopment, development potential, amenities, affordable housing and environmental sensitivity.

Applicant: The proposal is a redevelopment project that will create an outdoor activity and leisure opportunity within a VAC. There are existing affordable units that will be maintained and will benefit from the proposal by creating a more pleasant living environment than currently exists today and the proposal will create landscaping and pervious area on a site otherwise devoid of any landscaping and pervious surfaces.

GOAL 1-4: IMPLEMENT LAND USE GOALS AND OBJECTIVES. Islamorada, Village of Islands shall continue to monitor and evaluate development and resource conservation within the Village pursuant to goals and objectives of the Comprehensive Plan Future Land Use Element and carry out an effective implementation program as herein established.

Applicant: No change the FLU Map is proposed.

GOAL 2-1: ENSURE PROVISION OF AN INTEGRATED MULTI-MODAL TRANSPORTATION SYSTEM. This section specifies goals, objectives and implementing policies for the Transportation Element pursuant to the requirements of Chapter 163, Part II, F. S.

Applicant: No impact.

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Crooked Palm BrewPub/Distillery/Restaurant

GOAL 3-1: FACILITATE PROVISION OF QUALITY HOUSING. Islamorada, Village of Islands shall facilitate private sector provision of an adequate supply of quality housing that is responsive to the diverse housing needs of current and future residents.

Policy 3-1.1.1: Protect Existing Affordable Housing Supply. Islamorada, Village of Islands shall require Land Development Regulations that establish criteria for identifying existing affordable housing units, along with an incentive program encouraging registration and protection of these units as part of the Village's affordable housing supply.

Applicant: The project contains affordable housing and will maintain this affordable housing.

OBJECTIVE 3-1.3: ELIMINATE SUBSTANDARD HOUSING CONDITIONS AND BLIGHTING INFLUENCES. Islamorada, Village of Islands shall continue to eliminate substandard housing conditions and blighting influences in residential neighborhoods, and improve structural and aesthetic housing conditions by implementing the following policies:

Applicant: The current conditions of the site do not lend themselves to a quality living experience and the proposal will improve the aesthetic housing conditions by providing an economically viable use to maintain the property and creating landscaping and pervious surface area on a site otherwise devoid of such.

GOAL 4-1: PROVIDE NEEDED PUBLIC FACILITIES. Islamorada, Village of Islands shall ensure availability of needed public facilities associated with wastewater disposal, water, including potable water, distribution and treatment, drainage, solid waste collection and disposal, and protection of natural ground water aquifer recharge in a manner that is environmentally sound and protects marine environments (including sea grass meadows, near shore waters, mangrove islands and extensive living coral reef), while protecting investments in existing facilities and promotes orderly, compact growth.

Applicant: No impact.

GOAL 4-2: ADDRESS WASTEWATER ISSUES. Islamorada, Village of Islands shall provide for environmentally and economically sound treatment and disposal of sewage, which corrects existing inadequacies while providing for present and future residents, consistent with the Village's policies to limit growth.

Applicant: No impact.

GOAL 4-3: ADDRESS DRAINAGE/STORMWATER ISSUES. Islamorada, Village of Islands shall provide a stormwater management system which corrects existing deficiencies, protects real and personal property and enhances and protects ground and nearshore water quality.

OBJECTIVE 4-3.2: PROTECT NATURAL FUNCTIONS. Islamorada, Village of Islands shall protect the functions of natural groundwater recharge areas and natural drainage features.

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Applicant: The property is currently devoid of pervious surface area. In addition to the landscape areas the proposal will add pervious surface area in the outdoor seating area, which will promote the objective of this Goal.

GOAL 4-4: MANAGE SOLID WASTE. Islamorada, Village of Islands, shall provide for the adequate collection, disposal and resource recovery of solid waste in an environmentally sound and economically feasible manner to meet the needs of present and future Village residents.

Applicant: No Impact.

GOAL 4-5: POTABLE WATER. Islamorada, Village of Islands shall support the Florida Keys Aqueduct Authority in the fulfillment of their statutory obligation and authority to provide for safe, high quality and adequate supply, treatment, distribution and conservation of water, including potable water, to meet the needs of present and future residents.

Applicant: No impact.

GOAL 4-6: PROTECT NATURAL GROUNDWATER AQUIFER RECHARGE AREAS. Islamorada, Village of Islands shall protect the quality and quantity of water in the potable water aquifer and in the freshwater lens system to ensure public health and preserve ecosystems dependent upon fresh water.

Applicant: The created pervious surface area will help the village in achieving this goal.

GOAL 5-1: COASTAL MANAGEMENT. Islamorada, Village of Islands shall restrict development activities that would damage or destroy coastal resources, protect human life and limit public expenditures in areas subject to destruction by natural disasters.

Applicant: No Impact.

GOAL 6-1: CONSERVE NATURAL AND ENVIRONMENTAL RESOURCES. Islamorada, Village of Islands shall conserve, manage, use and protect the natural and environmental resources within the Village based on their carrying capacity limitations to ensure continued resource availability and environmental quality.

Applicant: No impact.

GOAL 7-1: PROVIDE ADEQUATE RECREATION AND OPEN SPACE. Islamorada, Village of Islands shall provide a comprehensive recreation and open space system that meets the current and future needs of the citizens of the Village.

Applicant: The proposal will provide for additional commercial recreation activities in keeping with Policy 1-2.4.1.

GOAL 8-1: PROVIDE MECHANISMS FOR IMPROVED INTERGOVERNMENTAL COORDINATION. Islamorada, Village of Islands shall undertake actions necessary to establish governmental relationships designed to improve the coordination of public and private entities involved in development activities, resource conservation and growth management, including the achievement of consistency among all government agencies implementing plans and programs affecting the Village.

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Applicant: No impact.

GOAL 8-2: MONITORING AND EVALUATION. This section outlines the substantive components of the Village's monitoring program related to the Intergovernmental Coordination Element. The monitoring program will consist of periodic reviews of the measurable objectives. The scheduling for these reviews is as follows:

Applicant: No impact.

GOAL 9-1: PROGRAM CAPITAL IMPROVEMENTS TO ENSURE ADEQUATE FACILITIES AND SERVICES ARE PROVIDED. Islamorada, Village of Islands shall undertake actions necessary to ensure that adequate public facilities and services are provided within the Village jurisdiction, in keeping with the goals, objectives and policies contained within the Comprehensive Plan.

Applicant: No impact.

GOAL 10-1: GENERAL MONITORING AND EVALUATION CRITERIA. This section specifies procedures for monitoring, updating and evaluating the Comprehensive Plan every seven years pursuant to Chapter 163.3191, F.S., and Rule 9J-5.005(7), FAC. In addition, the section presents a summary of actions required to implement the Comprehensive Plan.

Applicant: No impact.

(2) The proposed conditional use complies with all relevant and appropriate portions of this chapter;

Applicant: Chapter 30 of the Islamorada Code of Ordinances provides for Variances to the Land Development Regulations in Section 30-221 of the code. The proposal includes a variance for parking, whereby the required parking is provided offsite on a parcel of land within the same block as the subject and landscaping, whereby buffer width and locations cannot be met due to current conditions. The below analysis demonstrates compliance with the criteria for variances.

Variance Analysis

Village Code Section 30-221 (d) establishes standards of review for variance requests. The following factors are to be considered when evaluating a variance request and "no variance shall be approved which fails to meet any standard below." Further, "failure to comply with any standard shall be deemed adverse to the public interest."

(1) Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district;

Applicant: The proposal includes an existing building on a site with many non-compliances. The proposal makes every effort to bring the site into compliance while providing other

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benefits that might be lost if the site were to be either not redeveloped as proposed or redeveloped fully in accordance with the code.

- (2) The special conditions and circumstances do not result from the actions of the applicant;

Applicant: The applicant is proposing to create a significant amount of pervious area on a site devoid of pervious area. Additionally the applicant is proposing a use that will achieve the goals of the Comprehensive Plan, most notably Policy 1-2.4.1. The proposal strikes a balance between the specific requirements of the code, the current conditions and the goals and objectives of the Comprehensive Plan. Further, as it relates to the Landscape variances sought, the applicant has met the required planting counts in the code.

- (3) Literal interpretation of the provisions of this chapter deprives the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this chapter and works unnecessary and undue hardship on the applicant;

Applicant: The landscape variances sought are in keeping with the conditions found up and down the area immediately adjacent to the subject, even found in recent applications approved by the village.

- (4) Granting the variance requested conveys the same treatment to the individual owner as to the owner of other lands, buildings, or structures in the same zoning district;

Applicant: Several of the properties within the Village Commercial zoning district do not have buffers along US 1 and are lacking buffers where required. This is not just a function of old non-conforming development, but is a function of recent action by the Village as well.

- (5) The variance, if granted, is the minimum variance that makes possible the reasonable use of the land, building, or structure; and

Applicant: Items 3 and 4 of this section recognize the importance of economic viability as it relates to competing businesses. As proposed the application represents the minimum variance required for the use to maintain economic viability and thereby maintain continued compliance with the Comprehensive Plan and Chapter 30 of the Code of Ordinances.

- (6) The grant of the variance is in harmony with the general intent and purpose of this chapter, and is not injurious to the neighborhood, or otherwise detrimental to the public welfare.

Applicant: This Justification statement has shown compliance with the Comprehensive Plan and Chapter 30 of the Code of Ordinances. As a Major Conditional Use the Village staff and Council have been afforded the opportunity to place conditions on the use which will prevent injury to the neighborhood and otherwise detrimental effects of the proposal.

- (3) The proposed conditional use is compatible and generally consistent with the uses and character of the land surrounding and in the vicinity of the land proposed for development;

Justification Statement

Crooked Palm BrewPub/Distillery/Restaurant

Applicant: Within the Subject's VAC there are several restaurant establishments, Craigs, Old Tavernier, Made to Order and several other facilities which serve alcohol, 7-11, Craigs Bait and Tackle etc. The proposal is a product of local knowledge and feedback from residents, who would like more options for food and Commercial Outdoor space and social leisure and interaction.

(4) The design of the proposed conditional use minimizes adverse effects, including visual impact and intensity of the proposed use on adjacent lands;

Applicant: Several concessions have been made from the original proposal in order to minimize the adverse impacts of the use. Visually, the current conditions of the site will be much improved by the proposed use, the landscape provided is a significant improvement to the current conditions found on the site and greatly improves the pervious/impervious nature of the property. Additional conditions have been applied to further comply with this provision.

(5) The proposed conditional use complies with division 5 of this article (Concurrency Management);

Applicant: The applicant has provided a traffic statement and otherwise is not proposing and changes that would adversely affect the concurrency management system.

(6) The proposed conditional use minimizes environmental impacts, including but not limited to water, air, stormwater management, wildlife, vegetation, wetlands and the natural functioning of the environment; and

Applicant: The proposal provides a significant benefit to the environment in creating pervious surface area on an otherwise impervious site, adding canopy tree's, street tree's, understory plants and shrubs to a site otherwise devoid of landscaping and pervious surface area.

(7) The proposed conditional use will result in logical, timely and orderly development patterns.

Applicant: The subject 1st story space has been vacant for some time. Originally constructed as a bank, the 2nd floor of the property has been converted to affordable housing units and the 1st floor remains vacant after being proposed for a restaurant some time ago. As a redevelopment proposal, the timing is logical and the proposed development is orderly.



Council Communication

To: Mayor and Village Council
From:
Date: December 6, 2022
SUBJECT: Site Plan Approval & Variance Request Coral Bay Marina 601 Mastic St

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

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: 1. 12062022_RVCM_TAB 8_601 Mastic Variance



Council Communication

To: Mayor and Village Council

Through: Ted Yates, Village Manager

From: Daniel J. Gulizio, Planning and Development Services Director

Date: November 21, 2022

SUBJECT: A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF ISLAND CONSTRUCTION MANAGEMENT (CORAL BAY MARINA) FOR SITE PLAN APPROVAL TO ALLOW THE RE-DEVELOPMENT OF THE SUBJECT PROPERTY WITH A MIXED-USE PROJECT CONSISTING OF AN EXISTING 3,483 SQUARE FOOT SHOP BUILDING AND A RECONSTRUCTED 3,200 SQUARE FOOT BUILDING WITH EIGHT (8) AFFORDABLE HOUSING UNITS. THE APPLICATION ALSO INVOLVES LANDSCAPING, PARKING AND SETBACK RELAXATIONS INCLUDING A SHORELINE SETBACK VARIANCE AND FRONT YARD SETBACK VARIANCE. THE PROJECT IS LOCATED AT 601 MASTIC STREET ON UPPER MATECUMBE KEY, WITHIN THE MARINE USE (MR) ZONING DISTRICT, REAL ESTATE NUMBER 00399050-000000 AND 00399080-000000, AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE TRANSMITTAL OF THIS RESOLUTION TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY; AND PROVIDING FOR AN EFFECTIVE DATE. (PLSPR20200119).

Background:

The subject site is located on the north side of Mastic Street (601 Mastic Street) on Upper Matecumbe Key, Islamorada. The property is currently used as a marina and is improved with a shop building and office space. The property also includes twenty (20) wet slips and twelve (12) dry slips. The property is zoned Marine Use (MR), is located within the Mixed Use (MU) Future Land Use Map (FLUM) category, and maintains a lot area of approximately 56,583 square feet, excluding underwater land.

The applicant is proposing to replace an existing structure used for office space and boat repair to allow for the development of a three-story building. The new structure would be used for office and shop space along with eight (8) affordable apartment units. This structure is located directly adjacent to Mastic Street with little to no front yard setback.

The applicant is also proposing to provide landscaping improvements along Mastic Street, where no landscaping currently exists. Finally, the replacement of the existing shop and office building along Mastic Street would require a front yard setback variance and a shoreline setback variance. These variances would be consistent with setbacks associated with the existing building.

Existing Habitat:

The site is currently scarified with the exception of a narrow strip of disturbed hammock located around the existing marina.

Existing Flood Zone:

The site is located within FEMA Flood Zone AE, varying between Elevation 9 and 8.

Analysis:

Site Plan Review is governed by Chapter 30, Article IV, Division 2 (Development Review Process) of the Village Code. Sec. 30-215 (Site Plan Review) specifically states:

"The site plan is the key land development review mechanism for all development permits listed in subsection (b) of this section. It is intended to assure adequate site design in relationship to adjacent development and public facilities. This includes any major landscaping, walls or entrance features being added to an existing project."



Location Map

Site plan review is required for "new nonresidential or industrial development on vacant parcels of land" and *"any nonresidential development project that would be constitute a substantial improvement as defined in this chapter on property with frontage on a major street and all property within the Village Center (VC) zoning district..."*

Pursuant to Sec. 30-32, *"substantial improvement means any repair, reconstruction or improvement of a structure, the cost of which equals or exceeds 50 percent of the pre-destruction market value of the structure, as determined by the office of the county property appraiser or by an independent appraiser using the Marshall & Swift assessment method, either before the improvement or repair is started, or if the structure has been damaged and is being restored, before the damage occurred. The total cost does not include nonstructural interior finishing, including, but not limited to, finish flooring and floor coverings, base molding, non-structural substrates, drywall, plaster, paneling, wall covering, tapestries, window treatments, decorative masonry, paint, interior doors, tile, cabinets, moldings and millwork, decorative metalwork, vanities, electrical receptacles, electrical switches, electrical fixtures, intercoms, communications*

and sound systems, security systems, HVAC grills and decorative trim, freestanding metal fireplaces, appliances, water closets, tubs and shower enclosures, lavatories, and water heaters, or roof coverings, except when determining whether the structure has been substantially improved as a result of a single improvement or repair, or substantially damaged as a result of a single event. For the purposes of this definition, substantial improvement is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimension of the structure. The term "substantial improvement" does not, however, include either any project for improvement of a structure to comply with existing state or local health, sanitary or safety code specifications which are necessary solely to assure safe living conditions, or any alteration of a structure listed on the national register of historic places, or the state inventory of historic places. The replacement of the existing shop and office building constitutes aa substantial improvement under the Code.

Landscaping improvements are governed by Chapter 30, Article IV, Division 6 (Landscaping Standards) of the Village Code. Sec. 813 (Applicability) Subsection (c) states that:

"Parcels of land containing existing development and nonconforming landscaping, scenic corridors, bufferyards or street trees shall be brought into compliance as a condition of development permits issued for accessory structures, increases in impervious area, change in use, or substantial improvement pursuant to the following criteria:

*(1) Development of principal structures or accessory structure(s) greater than 200 square feet shall require any nonconforming landscaping to be brought into compliance with this division. **The maximum landscaping that can be established shall be installed, given the existing buildings and required drives, as determined by the director of planning and development services.***

(2) The director of planning and development services may allow up to 50 percent of the required vegetation to be located outside of the landscape area on the property in order to reach the minimum vegetation standard. If all the required vegetation cannot be located on-site as determined by the director of planning and development services, then the applicant shall provide the required landscape material for off-site mitigation pursuant to article VII, division 4 of this chapter.

(3) If the width available is less than 50 percent of the minimum width required for a zoning district bufferyard, then a minimum six-foot solid fence shall be located on the inner side of the bufferyard.

(4) Existing development shall not require meeting the native species ratio set forth in this division, if mature non-invasive vegetation exists on the parcel sufficient to meet the standards of this division.

Thus, the Code anticipates that not every existing nonresidential parcel can be brought into strict compliance with current landscaping standards. In this instance, the applicant has maximized the

amount of landscaping on site adjacent to Mastic Street. This provides landscaping improvements in the location that provides the greatest benefit for the public.

The subject application also involves two setback variances. This includes a front yard setback adjacent to Mastic Street and a shoreline setback adjacent to the existing marina. Both variances are required in conjunction with the replacement of the existing shop and office building.

Variances are governed by Sec. 30-221 of the Village Code. *"A variance is relaxation of the terms of this chapter where such action will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of actions of the applicant, a literal enforcement of this chapter would result in unnecessary and undue hardship on the property. As used in this section, a variance is authorized only for height, setbacks, parking, and loading requirements, and landscaping, unless otherwise specified in this chapter. Under no circumstances shall the director of planning and development services or the village council grant a variance to permit a floor area ratio or a use not permitted under the terms of this chapter."*

Pursuant to Sec. 30-221 (d) When considering an application for a variance, the director and village council shall consider the following factors, and no variance shall be approved which fails to meet any standard below. Failure to comply with any standard shall be deemed adverse to the public interest.

- (1) Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district;
- (2) The special conditions and circumstances do not result from the actions of the applicant;
- (3) Literal interpretation of the provisions of this chapter deprives the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this chapter and works unnecessary and undue hardship on the applicant;
- (4) Granting the variance requested conveys the same treatment to the individual owner as to the owner of other lands, buildings, or structures in the same zoning district;
- (5) The variance, if granted, is the minimum variance that makes possible the reasonable use of the land, building, or structure; and
- (6) The grant of the variance is in harmony with the general intent and purpose of this chapter, and is not injurious to the neighborhood, or otherwise detrimental to the public welfare.

In this instance, the applicant is proposing to replace an existing structure, which currently fails to meet the minimum required shoreline and front yard setbacks with a similarly situated structure. The existing site conditions prevent strict compliance with current setbacks requirements due to the location of the existing marina facility. The replacement of the existing building has the added

benefit of replacing a structure that fails to meet today's building, fire prevention, and flood zone prevention standards with a completely conforming structure.

In summary, the proposed site plan properly balances existing site conditions and development constraints with landscaping, building, fire prevention and flood zone improvements. The applicant's request is consistent with the spirit and intent of the code and minimizes potential impacts to a reasonable degree.

Budget Impact:

There is no impact to the Budget.

Staff Impact:

There is no impact on the Staff.

Recommendation:

Staff respectfully recommends approval of the applicant's request subject to compliance with the following conditions:

DRAFT CONDITIONS

1. Use of the subject property shall be limited to a marina including an existing shop building, office, and eight (8) affordable housing units as detailed on the site plan prepared by Orlando Perez, Jr, Architect dated 07-23-2021 and entitled CBS COMMERCIAL BUILDING FOR ARROW DEVELOPMENT INC, 601 MASTIC ST, ISLAMORADA, FLORIDA 33036, RE# 00399080-000000.

A maximum of twenty (20) wet slips, and twelve (12) dry slips as detailed on the site plan prepared by Orlando Perez, Jr, Architect dated 07-23-2021 and entitled CBS COMMERCIAL BUILDING FOR ARROW DEVELOPMENT INC, 601 MASTIC ST, ISLAMORADA, FLORIDA 33036, RE# 00399080-000000 shall be permitted on-site. The applicant/owner shall submit proof of any live aboard slips to the Department of Planning and Development Services prior to the issuance of any permits.

2. Landscaping shall be provided in substantial conformance with the site plan prepared by Orlando Perez, Jr, Architect dated 07-23-2021 and entitled CBS COMMERCIAL BUILDING FOR ARROW DEVELOPMENT INC, 601 MASTIC ST, ISLAMORADA, FLORIDA 33036, RE# 00399080-000000. The final landscaping plan shall be subject to the review and approval of the Department of Planning and Development Services prior to the issuance of a building permit.

3. The five (5) parking spaces depicted in the right-of-way along Mastic Street on the site plan prepared by Orlando Perez, Jr, Architect dated 07-23-2021 and entitled CBS COMMERCIAL BUILDING FOR ARROW DEVELOPMENT INC, 601 MASTIC ST, ISLAMORADA, FLORIDA 33036, RE# 00399080-000000, shall be removed from the final site plan. Parking within the right-of-way shall be prohibited. The Department of Planning and Development Services shall be authorized to

reduce the minimum required parking for the site by up to five (5) spaces to accommodate the removal of any existing parking spaces within the right-of-way for Mastic Street.

4. A shoreline setback variance shall be deemed granted as a part of this application to allow for the proposed mixed-use office, shop and affordable housing structure as shown on the site plan prepared by Orlando Perez, Jr, Architect dated 07-23-2021 and entitled CBS COMMERCIAL BUILDING FOR ARROW DEVELOPMENT INC, 601 MASTIC ST, ISLAMORADA, FLORIDA 33036, RE# 00399080-000000. A minimum setback of five (5) feet shall be provided instead of the required twenty (20) feet. Applicant/owner shall provide a five (5) year water quality monitoring plan pursuant to Comprehensive Plan Policy 5-1.2.13 (10)(a) as noted below:

Special Approvals:

a. For structures serving commercial uses, public uses, or more than three dwelling units, the Director of Planning and Development Services may approve deviations from the adopted standards as a minor conditional use. Such approval may include additional structures or uses provided that such approval is consistent with any permitted uses, densities, and intensities of the land use district, furthers the purposes of this plan, is consistent with the general standards applicable to all uses, and the proposed structures are in a disturbed area of an altered shoreline. Such additional uses are limited to waterfront dining areas, pedestrian walkways, public monuments or statues, informational kiosks, fuel or septic facilities and water-dependent marina uses. Any such development shall make adequate provision for a water quality-monitoring program for a period of five (5) years after the completion of the development.

Applicant/owner agrees to submit a water quality monitoring plan for review and approval to the Department of Planning and Development Services prior to the issuance of any permits for the proposed site improvements.

5. A front yard setback for the proposed mixed-use office, shop, and affordable housing structure shall be deemed granted as a part of this application in accordance with the site plan prepared by Orlando Perez, Jr, Architect dated 07-23-2021 and entitled CBS COMMERCIAL BUILDING FOR ARROW DEVELOPMENT INC, 601 MASTIC ST, ISLAMORADA, FLORIDA 33036, RE# 00399080-000000.

6. Applicant/owner agrees to comply in all respects with Village wastewater requirements. All existing and proposed structures shall be connected to the Village wastewater system in accordance with Village standards. Any wastewater fees shall and/or fines shall be paid prior to the issuance of any permits for the proposed development.

7. Applicant/owner agrees to comply in all respects with Village stormwater requirements.

8. Except as otherwise provided herein, applicant/owner agrees to comply in all respects with any applicable Federal, State, County, or local rules and regulations.

9. All conditions shall be enforceable through all the powers of the Village Attorney's Office and the Village Council reserves the right after due public hearing, to rescind any prior approvals and/or terminate operation of the existing use if violation of the conditions persists.

10. Applicant/owner shall obtain a Certificate of Occupancy or Certificate of Compliance for any existing structures and/or uses prior to the issuance of any permits for the proposed redevelopment of the site.

After recording, please return to:
Planning and Development Services Department
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

RESOLUTION NO. 22-XX

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

WHEREAS, ARROW DEVELOPMENT INC (the "Applicant") is the owner of property located at 601 Mastic Street on Upper Matecumbe Key, with Real Estate Number 00399050-000000 and 00399080-000000 and legally described below (the "Property") within Islamorada, Village of Islands, Florida (the "Village"); and,

WHEREAS, the Applicant has submitted an application for Site Plan approval along with associated setback, parking, and landscaping variances including shoreline and front yard setback variances; and,

WHEREAS, on December 6, 2022, the Village Council of Islamorada, Village of Islands, Florida (the "Village Council") conducted a duly noticed Public Hearing regarding the Site Plan approval and associated setback, landscaping, and parking variances.

**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, correct, and incorporated herein by this reference.

Section 2. **Findings of Fact.** The Village Council, having considered the Request, the relevant support materials and public testimony given at the Hearing, does hereby find and determine:

1. The Request [**complies/does not comply**] with the standards of Code Sec. 30-221(d) for considering Variances.

2. The Request [**is/is not**] consistent with the goals, objectives, and policies of the Village Comprehensive Plan, including standards for building and structural intensities and densities, and intensities of use.

3. The Village Council, having considered the testimony and evidence presented by all parties, including Village Staff, does hereby find and determine:

a. The Application for a Variance [**does/does not**] meet the requirements set forth in Code Section 30-221 and [**has/has not**] demonstrated through competent substantial evidence that the criteria for granting the Request have been met; and,

b. The Village Council [**approves/denies**] the Request submitted by the Applicant, for the following described property:

STRATTONS SUB PB2-38 UPPER MATECUMBE PT LOTS 1 & 2 & ALL LOTS
3-4 & 5 BLK 1 G24-94 G37-363 G38-61 as shown in the Public Records of
Monroe County.

Together with:

STRATTONS SUBD PB 2-38 UPPER MATECUMBE LOTS 6-7-8 & 9 & LOT 10
LESS NE 10' BLK 1 G24-94 G46-539 G47-380 G49-172 G56-315 as shown in
the Public Records of Monroe County.

c. The request is subject to the following Condition of Approval:

1. Use of the subject property shall be limited to a marina including an existing shop building, office, and eight (8) affordable housing units as detailed on the site plan prepared by Orlando Perez, Jr, Architect dated 07-23-2021 and entitled CBS COMMERCIAL BUILDING FOR ARROW DEVELOPMENT INC, 601 MASTIC ST, ISLAMORADA, FLORIDA 33036, RE# 00399080-000000.

A maximum of twenty (20) wet slips, and twelve (12) dry slips as detailed on the site plan prepared by Orlando Perez, Jr, Architect dated 07-23-2021 and entitled CBS COMMERCIAL BUILDING FOR ARROW DEVELOPMENT INC, 601 MASTIC ST, ISLAMORADA, FLORIDA 33036, RE# 00399080-000000 shall be permitted on-site. The applicant/owner shall submit proof of any live aboard slips to the Department of Planning and Development Services prior to the issuance of any permits.

2. Landscaping shall be provided in substantial conformance with the site plan prepared by Orlando Perez, Jr, Architect dated 07-23-2021 and entitled CBS COMMERCIAL BUILDING FOR ARROW DEVELOPMENT INC, 601 MASTIC ST, ISLAMORADA, FLORIDA 33036, RE# 00399080-000000. The final landscaping plan shall be subject to the review and approval of the Department of Planning and Development Services prior to the issuance of a building permit.

3. The five (5) parking spaces depicted in the right-of-way along Mastic Street on the site plan prepared by Orlando Perez, Jr, Architect dated 07-23-2021 and entitled CBS COMMERCIAL BUILDING FOR ARROW DEVELOPMENT INC, 601 MASTIC ST, ISLAMORADA, FLORIDA 33036, RE# 00399080-000000, shall be removed from the final site plan. Parking within the right-of-way shall be prohibited. The Department of Planning and Development Services shall be authorized to reduce the minimum required parking for the site by up to five (5) spaces to accommodate the removal of any existing parking spaces within the right-of-way for Mastic Street.

4. A shoreline setback variance shall be deemed granted as a part of this application to allow for the proposed mixed-use office, shop and affordable housing structure as shown on the site plan prepared by Orlando Perez, Jr, Architect dated 07-23-2021 and entitled CBS COMMERCIAL BUILDING FOR ARROW DEVELOPMENT INC, 601 MASTIC ST, ISLAMORADA, FLORIDA 33036, RE# 00399080-000000. A minimum setback of five (5) feet shall be provided instead of the required twenty (20) feet. Applicant/owner shall provide a five (5) year water quality monitoring plan pursuant to Comprehensive Plan Policy 5-1.2.13 (10)(a) as noted below:

Special Approvals:

a. For structures serving commercial uses, public uses, or more than three dwelling units, the Director of Planning and Development Services may approve deviations from the adopted standards as a minor conditional use. Such approval may include additional structures or uses provided that such approval is consistent with any permitted uses, densities, and intensities of the land use district, furthers the purposes of this plan, is consistent with the general standards applicable to all uses, and the proposed structures are in a disturbed area of an altered shoreline. Such additional uses are limited to waterfront dining areas, pedestrian walkways, public monuments or statues, informational kiosks, fuel or septic facilities and water-dependent marina uses. Any such development shall make adequate provision for a water quality-monitoring program for a period of five (5) years after the completion of the development.

Applicant/owner agrees to submit a water quality monitoring plan for review and approval to the Department of Planning and Development Services prior to the issuance of any permits for the proposed site improvements.

5. A front yard setback for the proposed mixed-use office, shop, and affordable housing structure shall be deemed granted as a part of this application in accordance with the site plan prepared by Orlando Perez, Jr, Architect dated 07-23-2021 and entitled CBS COMMERCIAL BUILDING FOR ARROW DEVELOPMENT INC, 601 MASTIC ST, ISLAMORADA, FLORIDA 33036, RE# 00399080-000000.

6. Applicant/owner agrees to comply in all respects with Village wastewater requirements. All existing and proposed structures shall be connected to the Village wastewater system in accordance with Village standards. Any wastewater fees shall and/or fines shall be paid prior to the issuance of any permits for the proposed development.

7. Applicant/owner agrees to comply in all respects with Village stormwater requirements.

8. Except as otherwise provided herein, applicant/owner agrees to comply in all respects with any applicable Federal, State, County, or local rules and regulations.

9. All conditions shall be enforceable through all the powers of the Village Attorney's Office and the Village Council reserves the right after due public hearing, to rescind any prior approvals and/or terminate operation of the existing use if violation of the conditions persists.

10. Applicant/owner shall obtain a Certificate of Occupancy or Certificate of Compliance for any existing structures and/or uses prior to the issuance of any permits for the proposed redevelopment of the site.

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 applicable provisions of the LDRs, and **[will/will not]** be detrimental to the community as a whole.

(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 substantial competent evidence contained within the record.

(3) The Request is hereby **[APPROVED/DENIED]**.

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 Applicant 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:

Councilman Mark Gregg _____

Councilwoman Elizabeth Jolin _____

Councilman Joseph B. Pinder III _____

Councilwoman Sharon Mahoney _____

Councilman Henry Rosenthal _____

PASSED AND ADOPTED THIS 6th DAY OF DECEMBER, 2022.

, 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, ESQ., INTERIM VILLAGE ATTORNEY



ISLAMORADA, VILLAGE OF ISLANDS
PLANNING AND DEVELOPMENT SERVICES DEPARTMENT

APPLICATION FOR SITE PLAN APPROVAL

Pursuant to Code Chapter 30, Article IV, Division 2, Section 30-215

<u>Application Type</u>	<u>Fee</u>	<u>*Deposit</u>	<u>Total Fee</u>
☐ Residential	\$1,350.00	\$2,500.00	\$3,850.00
☐ Nonresidential	\$1,800.00	\$2,500.00	\$4,300.00
☐ Minor Correction	\$ 500.00	\$1,000.00	\$1,500.00

JUL - 1 2020

PLSPR 2020 119

* A deposit is required for development approval or permits which necessitate additional review and processing, and/or public hearing and notice requirements. Applicants are required to pay a cost recovery deposit which shall be credited toward the fee charged for such additional review and processing, and shall pay additional deposits as may be required from time to time. A debit based upon the actual time expended in reviewing an application and the applicable actual amount charged to the Village shall be charged against the cost recovery deposit.

* After a second Notice of Deficiencies, an additional fee equal to 10% of the application fee shall be due with each re-submittal.

PLEASE NOTE: THIS APPLICATION ACCEPTED BY APPOINTMENT ONLY.

An application must be deemed complete and in compliance with the Village Code by Staff prior to the items being scheduled for review. See Attachments A and B for a list of required submittals and documents.

A Pre-Application Conference is mandatory prior to submission of an Application for Site Plan Approval that would be applicable to the Administrative Design Review Standards set forth in Code Section 30-215(d) (20).

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: Island Construction Management Inc

Mailing Address: 8888 Overseas Hwy #9

City: Tavernier State: FL Zip: 33070

Home/Mobile Phone: 305-522-2062 Office: 305-852-9607 Fax: _____

Email: angie@icm.build, amie@icm.build, don@icm.build

PROPERTY OWNER:

Name: Arrow Development Inc

Mailing Address: PO BOX 1414

City: Islamorada State: FL Zip: 33036

Home/Mobile Phone: _____ Office: FL Fax: _____

Email: _____

LEGAL DESCRIPTION OF PROPERTY: If in metes and bounds, attach legal description on separate sheet.

Physical Address: 601 Mastic St, Islamorada, FL 33036 Mile Marker: 81

Lot: 1-5 Block: 1 Subdivision: STRATTON'S SUBD

☐ Plantation Key ☐ Windley Key ☒ Upper Matecumbe Key ☐ Lower Matecumbe Key Real

Estate (RE) Number: 00399050-000000 Alternate Key: 1491446

PROPERTY DESCRIPTION:

Zoning District: MR Future Land Use Category: PS

Total Land Area: 105240 Square Feet 2.42 Acres

Application for Site Plan Approval

Existing Use of Property: Marina

Proposed Use of Property: Construction of mixed use property; commercial & affordable housing

PROPOSED DEVELOPMENT:

If non-residential or commercial floor area is proposed, please provide:

	Existing	Proposed	Change
Total number of non-residential buildings:	3	1	2
Total non-residential floor area in square feet:			

If residential dwelling units are proposed, please provide:

	Existing	Proposed	Change
Total number of residential buildings:	0	0	0
Total number of permanent, market-rate units:	0	0	0
Total number of permanent, affordable/ workforce housing units:	0	8	8
Total number of transient units (hotel/motel rooms, recreational vehicles):	0	0	0

Have any applications been submitted for this site within the past three (3) years? ☐ Yes ☒ No

If yes, provide name of the applicant and date of application: _____

Is this an Amendment or a Minor Correction to a previously-approved Site Plan? ☐ Yes ☒ No

If yes, attach the approved site plan, a revised site plan, and list below all proposed changes. Please provide an explanation of each change: _____

If an Amendment or a Minor Correction to an approved Site Plan, please provide prior Project Numbers and/or Resolution Numbers: _____

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, as indicated in Attachments A and B, has been provided.

Signature of Applicant or Agent

Date

Print Name:

STATE OF

COUNTY OF

Sworn to and subscribed before me this

day of

, 2020, by

Angie Alvarez

(name of person signing the application) as

Agent

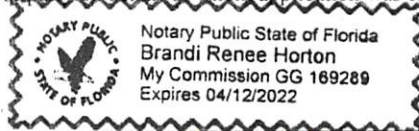
(type of authority...e.g. officer, manager/member, trustee, attorney in fact) for

Amos Development

(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

Page 2 of 8

personally known

ATTACHMENT A

The following is a list of submittals and documents required for Site Plan Approval. One (1) paper copy of all documents is required. One (1) digital copy may also be submitted in PDF format on a CD-ROM or DVD-ROM. Up to 12 additional hard copies may be requested if a public hearing is required. Data furnished in the application shall be to scale and shall include the following information, unless waived in writing by the Director. All paper plans shall be folded to a size no larger than 9"x12".

- ☐ **Correct application fee.** Check or money order to "Islamorada, Village of Islands".
- ☒ **Notarized agent authorization letter**, if applicable, including the agent's name, address and phone number authorizing the applicant/agent to act on all property owners' behalf.
- ☐ **Proof of ownership** e.g. warranty deed, lease or pending sale contract.
- ☒ **Property record card** from the Monroe County Property Appraiser.
- ☐ **Copy of recorded notice of approval or resolution** of prior Site Plan (if submitting an application for an Amendment or Minor Correction).
- ☒ **Location map** showing where the project is located on the Key.
- ☒ **Photographs** of site from adjacent streets. A recent aerial photograph with property boundaries delineated may be substituted.
- ☐ **Signed and sealed survey** prepared by a Florida registered surveyor. The survey shall include elevations and location of all existing structures, paved areas, location of all utility structures, all easements, all bodies of water on and adjacent to the site, docks, piers, mean high water line and total acreage by habitat.
- ☒ **Site plan** prepared by a professional architect, engineer, or landscape architect. May be either a Site Plan previously-approved and still effective by the Village or a new proposed Site Plan. See **Attachment B** for minimum site plan requirements.
- ☒ **Floor plans** of all proposed structures and for any existing structures to be redeveloped or enlarged, drawn at an appropriate standard architectural scale and including handicap accessibility features.
- ☒ **Elevation drawings** of all proposed structures and any existing structures to be modified with the elevations of the following features referenced to NGVD: Existing grade, finished grade, finished floor elevations (lowest supporting beam for V-zone development), roofline and highest point of the structure.
- ☒ **Landscaping plan** (may be combined with site plan or separate plan) drawn to scale, and at a minimum should include open space preservation areas, existing natural features, class and width of required landscape bufferyards (including the species, size and quantity of plants), street trees, and parking area landscaping.
- ☒ **Outdoor lighting plan** pursuant to Code Chapter 30, Article V, Division 5, including a site plan and inventory containing manufacturer's catalog cuts (where available), lamp type and output specification (lumen output) for each proposed fixture, proposed mounting height of all exterior fixtures, and the aiming direction and scope of illumination for any spotlights or floodlights.
- ☐ **Habitat analysis and/or vegetation survey** pursuant to Code Sections 30-1613 and 30-1614(e), prepared by a Village qualified biologist.
- ☒ **Stormwater management plan** pursuant to Code Section 30-1724, signed and sealed by a Florida registered engineer or architect with drainage calculations and at the same scale as the site plan. The plan must show existing and proposed topography, all drainage structures, retention areas and drainage swales, and existing and proposed permeable and impermeable areas.
- ☐ **Affordable housing mitigation plan** pursuant to Code Chapter 30, Article IV, Division 16.
- ☐ **Traffic study** prepared by a licensed traffic engineer pursuant to Monroe County Traffic Report Guidelines Manual.

ATTACHMENT A (Cont'd)

- ☒ **Letters of coordination** from the following agencies. Applicants must check with the Staff to identify other agencies expected to review the project. These may include, but are not limited to:

Application for Site Plan Approval

- ☐ Florida Department of Environmental Protection (DEP)
- ☐ Florida Department of Health (DOH)
- ☐ Florida Department of State, Division of Historic Resources (DHR)
- ☐ Florida Department of Transportation (FDOT)
- ☐ Florida Fish and Wildlife Conservation Commission (FWC)
- ☐ Florida Keys Aqueduct Authority (FKAA)
- ☐ Florida Keys Electric Cooperative (FKEC)
- ☐ South Florida Water Management District (SFWMD)
- ☐ U.S. Army Corps of Engineers (ACOE)
- ☐ U.S. Fish & Wildlife Service (FWS)

ATTACHMENT B

MINIMUM SITE PLAN REQUIREMENTS: Pursuant to Code Section 30-215(d), the site plan shall be to scale and shall include the following information, unless waived in writing by the Director:

- (1) **Name and address** of the record owner(s), the applicant, and the person preparing the site plan.
- (2) **Location map.**
- (3) **Legal description** of the site.
- (4) **Proposed land uses** with indication of size, location and height of structures with approximate dimensions, setbacks, and landscaped yards.
- (5) **Adjacent area information**, including:
 - a. Existing land use; and
 - b. Zoning classification.
- (6) **Vehicular circulation system**, both on-site and off-site, with proposed access, which shall comply with traffic engineering standards used by the village. The village shall not be required to widen or in any way alter any existing local road, collector road, or arterial road under the village's jurisdiction, or to accept a dedication of additional road right-of-way for the purpose of widening or altering any existing local road, collector road or arterial road under the village's jurisdiction to accommodate new development, unless such road improvement is included in the Capital Improvements Element of the Comprehensive Plan.
- (7) **Pedestrian circulation system.**
- (8) **Lighting plan** for street and development site.
- (9) **The location of existing public utilities**, including:
 - a. Location of closest available water supply system or collection lines and fire hydrants.
 - b. Location of closest available wastewater collection system or collection lines.
 - c. Existing provisions for the collection and discharge of surface drainage.
- (10) **Provider of water and wastewater facilities.**
- (11) **The following computations:**
 - a. Gross acreage.
 - b. Net acreage excluding road easements and right-of-way, if any.
 - c. Number of dwelling units by number of bedrooms in density for residential uses only.
 - d. Square footage of ground covered by buildings or structures.
 - e. Computation of pervious and impervious areas, and square footage and percentage of site.
 - f. Required and provided number of parking spaces.
 - g. Indication of the boundaries of the project within the overall development plan in the case of a phased development.

Application for Site Plan Approval

- (12) **Proposed location of sidewalks**, curves, gutters, water mains, sanitary sewers, storm drains, manholes, inlets, underground conduits, seawalls, and the size and shapes and types thereof, the character, width and depth of pavement in sub base of any roadways, access points or paths located within the proposed development.
- (13) **Indication of existing native vegetation** that would be preserved.
- (14) **Location and width of any proposed permanent utility easements**.
- (15) **All adjacent rights-of-way**, with indication of centerline and width, paved width, existing median cuts and intersections, street light poles and utility company facilities, including easements.
- (16) **Design features as follows:**
- a. Building separations and setbacks.
 - b. Location of all paved drives and parking areas, including centerlines, dimensions, radius, and elevations, traffic signage and striping.
 - c. Schematic elevations of buildings showing concealment of all mechanical or accessory equipment located on the roof.
 - d. Building floor plans and proposed building materials. Front, side and rear elevations (with any wall signs) showing height to peak of roof.
 - e. Location of trash and garbage disposal system and provisions for accessibility to garbage trucks.
 - f. All trash and garbage disposal systems, dumpsters, recycling collection areas, utility equipment, air conditioning units, vending machines and wastewater treatment plants shall have screening to minimize their visibility from all streets, consisting of one or more of the following:
 1. A solid, opaque enclosure (with gate, if necessary) of any material allowed by this code, except chain link fences, with a minimum height of one foot above the structure to be screened and painted to complement the principal building.
 2. Landscaping (e.g., shrubs, canopy and understory trees, continuous hedges); or
 3. Screening of these structures may be accomplished by site design and orientation of buildings.
 - g. Loading areas and provisions for accessibility to vehicles of the required type and clearances.
 - h. Areas for emergency vehicles and fire engines and provisions for fire lane accessibility for vehicles of the required type.
 - i. Entrance features, walls, landscape buffers, and ground signs.
 - j. Where the site plan covers only a part of contiguous real property owned by the applicant, master-phasing plan for such additional acreage unless the applicant certifies that the remaining real property shall not be developed.
 - k. The proposed treatment of the perimeter of the site, including the material and techniques used, such as screens, landscaping buffers, fences and walls.
 - l. The location and size, in acres or square feet, of all areas to be conveyed, dedicated, or reserved as open space, public parks, recreational areas, and similar public or semi public uses.
- (17) **Demonstration of enhanced and preserved scenic views** of the water from public rights-of-way. Structures along the shoreline shall be sited so as to prevent walling-off of water front views.
- (18) **Appropriate siting of water dependent and water related uses**.
- (19) If the application area has been identified as a working waterfront, then the applicant shall integrate into the traffic study an **analysis of the influence of available boat parking** on parking demand.
- (20) All nonresidential development projects, which include either development of new structures or substantial improvement of existing structures located on property with frontage on any major street and all property within the Village Center (VC) zoning district, shall adhere to the **Administrative Design Review Standards** set forth below. For illustrations, see the manual on the Village website at:
www.islamorada.fl.us/newsite/planning_forms/design_review_manual.pdf

Application for Site Plan Approval

- a. **Roof pitch:** The maximum roof pitch of all street-facing facades on principal buildings shall be 8/12, expressed as rise over run. Flat roofs shall be allowed provided they are hidden by a parapet or other architectural feature in a style consistent with the building design as approved by the Director and any roof-top utilities or equipment are screened from view from all adjacent streets.
- b. **Awnings:** Awnings shall not have covers constructed of any transparent, translucent, high gloss or high sheen material and shall not be backlit.
- c. **Building transparency:** In order to create a visual connection between a building's interior activities or retail display windows and people outside of a building, the minimum transparency of the lowest floor of all principal buildings shall be 35% per each 50 linear feet of each street-facing facade. To count as transparency, windows, retail display windows and doors shall not be opaque or tinted with an inside-to-outside light transmittance value of 45% or less. Windows may be operable or non-operable. Doors shall be operable and may include emergency egress doors. All required transparency shall be evenly distributed at pedestrian level across the length of the lowest floor. Transparency is not prohibited from extending higher than seven (7) feet above the bottom of the lowest floor, however the measurement to determine whether this standard is met shall only be between zero (0) feet and seven (7) feet in height above the bottom of the lowest floor. Compliance with the above standard shall be mandatory, unless the Director finds that it is impracticable for all or a portion of a principal building, in which case the development shall comply with one of the following standards:
 1. A professional mural, which constitutes art as defined in the LDRs, shall be painted on the entire facade of each street-facing side of a building and be maintained in good condition;
 2. Foundation landscaping shall be installed consisting of a Class G bufferyard pursuant to Code Chapter 30, Article V, Division 6, shall be located entirely within 15 feet of a building and shall adhere to the maintenance requirements in Code Section 30-825; or
 3. Any combination of the above standards, which results in the entire facade of each street-facing side of a building having transparency, a professional mural or foundation landscaping.
- d. **Building articulation:** The facades and roofs of all principal buildings shall be articulated through the following techniques:
 1. Facades and roofs shall have no less than one (1) articulation every 50 linear feet.
 2. Minimum horizontal facade articulation shall be five (5) feet in depth and 15 feet in width.
 3. Building facades shall feature some combination of the following elements: arcades, awnings, balconies, canopies, porches, decks, bay windows, recessed entries, retail display windows or other similar features as approved by the Director.
 4. Roof articulation shall be achieved through the use of cornices, dormers, eaves, gables, multi-planed roofs, offsets, parapets, pitched roofs, roof overhangs or other similar features as approved by the Director.
 5. Flat roofs within view from an adjacent street shall be hidden by a parapet or other architectural feature in a style consistent with the building design as approved by the Director and of a sufficient height to screen any rooftop utilities.
 6. A parapet on a flat roof shall not be flat and shall feature cornice treatments.
 7. Boat barns shall be exempt from this standard.
- e. **Building orientation:** Each principal building shall provide an entry that is clearly identifiable from the street. The entry does not necessarily have to face the street. This may be achieved through the architectural design of the building, the use of sidewalks, signage, pavement markings and/or landscaping.
- f. **Drive-throughs and drive-ins:** Any drive-through or drive-in components shall be architecturally compatible with on-site principal structures and shall be located behind or to the side of the street-facing facade of a building. Drive-through or drive-in components shall be designed to be located as far as possible from adjacent residential zoning districts and residential uses. In order to protect the public interest and surrounding land uses, the Director or Village Council, as applicable, may impose conditions such as the installation of landscaping and screening walls, and limiting the hours of operation.

Application for Site Plan Approval

- g. **Car washes:** Openings, bays and entry/exit doors of all car washes shall be oriented away from adjacent residential areas and streets. If oriented to a street, then openings, bays or entry/exit doors shall be screened with an opaque structure and/or landscaping. In order to protect the public interest and surrounding land uses, the Director or Village Council, as applicable, may impose conditions such as the installation of landscaping and screening walls, limiting the hours of operation, restricting the number and location of driveways, prohibiting the use of outdoor speakers, locating blowers and dryers as far away from residential areas as possible, and limiting the hours of operation.
 - h. **Utilities:** All rooftop utilities and mechanical equipment shall be completely screened on all sides in a manner consistent with the architectural design of the building.
 - i. **Building location:** For development 10,000 cumulative square feet in gross floor area or greater on one development site, either a majority (e.g., more than 50%) of the facade of each principal building shall be located on the setback line along each major street of the development site, or one of the following alternative standards shall be met:
 - 1. Off-street parking located between principal buildings and any major street shall be limited to one (1) row;
 - 2. A scenic corridor pursuant to Code Section 30-814 shall be installed along all major streets;
 - 3. The development shall be divided up so that no single building exceeds 10,000 square feet in floor area; or
 - 4. Landscaping for off-street parking areas located between the street-facing facades of principal buildings and any major streets shall be provided as follows:
 - a. Parking landscape islands shall be located no further apart than every six (6) parking spaces and at the terminus of all rows of parking.
 - b. Minimum three (3)-foot-wide landscape strips shall be provided at the front of rows of parking spaces and between rows of parking spaces. A minimum of one (1) native shrub per eight (8) linear feet shall be required within the landscape strips.
 - c. Landscaping for the remainder of the off-street parking areas shall be provided as set forth in Code Section 30-818.
- These landscaping requirements shall be in addition to the requirements set forth in Code Section 30-818.
- j. **Pedestrian access:** At least one (1) continuous pedestrian walkway shall be provided from the main building entry to the public sidewalk, bike path and/or street edge of pavement. The walkway shall be at least five (5) feet wide and shall meet all applicable ADA Accessibility Guidelines.
 - k. **Vehicle access:**
 - 1. When practical, access to off-street parking shall be made from a collector road or a local road rather than a major street. For example, on a property adjacent to Overseas or Old Highway and a local road, access to off-street parking shall be from the local road. The Director or Village Council, as applicable, shall have the discretion to determine the practicality of access locations and to exempt certain high-intensity uses such as gas stations from meeting this standard due to the high volume of traffic typically associated with them, particularly if they would be located adjacent to residential zoning or uses.
 - 2. When practical, access to off-street parking on property adjacent to both U.S. 1 and Old Highway shall be made from U.S. 1. The Director or Village Council, as applicable, shall have the discretion to determine the practicality of access locations.
 - 3. When practical, new driveways shall be aligned with existing driveways or streets adjacent to the property. The Director or Village Council, as applicable, shall have the discretion to determine the practicality of access locations.
 - l. **Cross access and parking:** When practical, contiguous off-street parking areas shall be shared or interconnected through the use of driveways, travel lanes, frontage roads and walkways to provide vehicular and pedestrian ingress and egress cross access between separate parcels, without the need to use a street. The property owners involved shall execute a cross access and parking agreement on a form approved by the village attorney. The Director or Village Council, as applicable, shall have the discretion to determine the practicality of cross access locations.

Application for Site Plan Approval

- m. ***Oversized vehicle parking:*** Additional off-street parking spaces shall be required specifically for oversized vehicles, such as buses, cars towing boats or trailers, recreational vehicles (RVs), travel trailers and similarly large vehicles, as follows:
 - 1. On property developed or proposed to be developed with a drive-in or drive-through component and more than ten (10), but less than 50 required off-street parking spaces, at least one (1) oversized vehicle parking space shall be provided.
 - 2. On property developed or proposed to be developed with either 10,000 square feet or more of gross floor area and/or 50 or more required off-street parking spaces, at least two (2) oversized vehicle parking spaces shall be provided.
 - 3. All oversized vehicle parking spaces shall have a minimum length of 40 feet with a minimum width of ten (10) feet.
- n. ***Multi-use paths and bicycle paths:*** On property served by the Florida Keys Overseas Heritage Trail multi-use path or a village bicycle path according to the Village's Bicycle/Pedestrian Transportation Master Plan, applicants shall be responsible for making one-time improvements to the path, including installation of standard "Share the Road" or "Bike Route" signage, pavement markings, striping, colored asphalt and widening to a minimum standard width where sufficient right-of-way and clearance exists. This requirement is subject to the applicant obtaining all necessary permits from the Florida Department of Transportation, the Florida Department of Environmental Protection and the Village Public Works Department, as applicable.
- o. ***Newspaper boxes:*** All newspaper boxes visible from any street shall be screened or enclosed on three (3) sides, leaving the front dispensers accessible. The screen or enclosure material shall be architecturally compatible with adjacent buildings and may be of any material allowed by this code, except chain link fences. It shall be the responsibility of the property owner and/or the newspaper box owner to ensure that all newspaper boxes, screens and enclosures are maintained so as to present a neat, clean appearance, kept in safe and good working order.

If deemed necessary to complete a full review of the application, the Planning and Development Services Department reserves the right to request additional information.



Construction Management: Permit/Code Consultants: Permit Expeditors

LETTER OF AGENCY

Please be advised that Arrow Development Inc. has entered into an agreement with ISLAND CONSTRUCTION MANAGEMENT, INC. to act as agent and sign in our name as it relates to the property located at 601 Mastic St., Islamorada, FL 33036

Arrow Development Inc
601 Mastic St
Islamorada, FL 33036

Signature: _____

Walter H. Collins Jr. President
Arrow Development Group Inc.

State of: FL

County of: Monroe

The foregoing instrument was acknowledged before me on this 26th day of June, 2020, by Walter H. Collins who is
() personally known to me or (☒) has produced FCID
as identification.



Brandi Renee Horton
Signature of Notary
Brandi Renee Horton
Printed Notary Name

Island Construction Management, Inc.
Physical and Mailing Address: 88888 Old Highway, #9, Tavernier, FL 33070
Phone: 305.852.9607 Fax: 305.852.9609 don@icm.build; amie_owens@bellsouth.net



Overview



Legend

- Centerline
- Easements
- Hooks
- Lot Lines
- Road Center
- Rights of Way
- Shoreline
- [] Condo Building
- Key Names
- [] Subdivisions
- [] Parcels

Date created: 6/29/2020
Last Data Uploaded: 6/29/2020 2:01:05 AM

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Monroe County, FL

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 00399080-000000
 Account# 1491462
 Property ID 1491462
 Millage Group 50VI
 Location 601 MASTIC St, UPPER MATECUMBE KEY
 Address
 Legal STRATTONS SUBD PB 2-38 UPPER MATECUMBE LOTS 6-7-8 & 9 & LOT 10 LESS NE 10' BLK 1 G24-94
 Description G46-539 G47-380 G49-172 G56-315 OR366-6/7 OR397-476Q/C OR411-520/523 OR809-2284/2286 OR872-277C RE: 39909, 39910, 39911 & 39912 COMBINED FOR ASSESSING PURPOSES 5-8-87 OR1178-830
 (Note: Not to be used on legal documents.)
 Neighborhood 10024
 Property AIRPORT, MARINAS, BUS TERM (2000)
 Class
 Subdivision STRATTON'S SUBD
 Sec/Twp/Rng 28/63/37
 Affordable No
 Housing



Owner

[ARROW DEVELOPMENT INC](#)
 PO Box 1414
 Islamorada FL 33036

Valuation

	2019	2018	2017	2016
+ Market Improvement Value	\$213,088	\$0	\$0	\$0
+ Market Misc Value	\$129,822	\$0	\$0	\$0
+ Market Land Value	\$1,798,571	\$1,183,475	\$1,183,475	\$1,183,475
= Just Market Value	\$2,141,481	\$1,183,475	\$1,183,475	\$1,183,475
= Total Assessed Value	\$1,301,822	\$1,183,475	\$1,183,475	\$1,183,475
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$2,141,481	\$1,183,475	\$1,183,475	\$1,183,475

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL CANAL (100C)	62,055.00	Square Foot	0	0

Commercial Buildings

Style SERV SHOPS ETC / 25C
 Gross Sq Ft 4,613
 Finished Sq Ft 4,554
 Perimeter 0
 Stories 3
 Interior Walls
 Exterior Walls C.B.S.
 Quality 200 ()
 Roof Type
 Roof Material
 Exterior Wall1 C.B.S.
 Exterior Wall2
 Foundation
 Interior Finish
 Ground Floor Area
 Floor Cover
 Full Bathrooms 0
 Half Bathrooms 0
 Heating Type
 Year Built 1955
 Year Remodeled
 Effective Year Built 1995
 Condition

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	4,554	4,554	0
SBF	UTIL FIN BLK	59	0	0
TOTAL		4,613	4,554	0

Yard Items

Description	Year Built	Roll Year	Quantity	Units	Grade
WOOD DOCKS	1975	1976	1	36 SF	3
WOOD DOCKS	1985	1985	1	504 SF	3
WALL AIR COND	1985	1986	1	1 UT	1
WOOD DOCKS	1985	1986	1	108 SF	3
WOOD DOCKS	1985	1986	1	1375 SF	3
SEAWALL	1985	1986	1	145 SF	4
WOOD DOCKS	1985	1986	1	18 SF	3
UTILITY BLDG	1985	1986	1	200 SF	3
WOOD DOCKS	1985	1986	1	210 SF	3
CONC PATIO	1985	1986	1	2744 SF	2
WOOD DOCKS	1985	1986	1	300 SF	3
WOOD DOCKS	1985	1986	1	36 SF	3
WOOD DOCKS	1985	1986	1	36 SF	3
WOOD DOCKS	1985	1986	1	374 SF	3
CON DKS/CONPIL	1985	1986	1	400 SF	3
WOOD DOCKS	1985	1986	1	462 SF	3
WOOD DOCKS	1985	1986	1	472 SF	3
CON DKS/CONPIL	1985	1986	1	70 SF	3
WOOD DOCKS	1985	1986	1	72 SF	3
WOOD DOCKS	1985	1986	1	984 SF	3

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
7/1/1991	\$750,000	Warranty Deed		1178	830	Q - Qualified	Improved

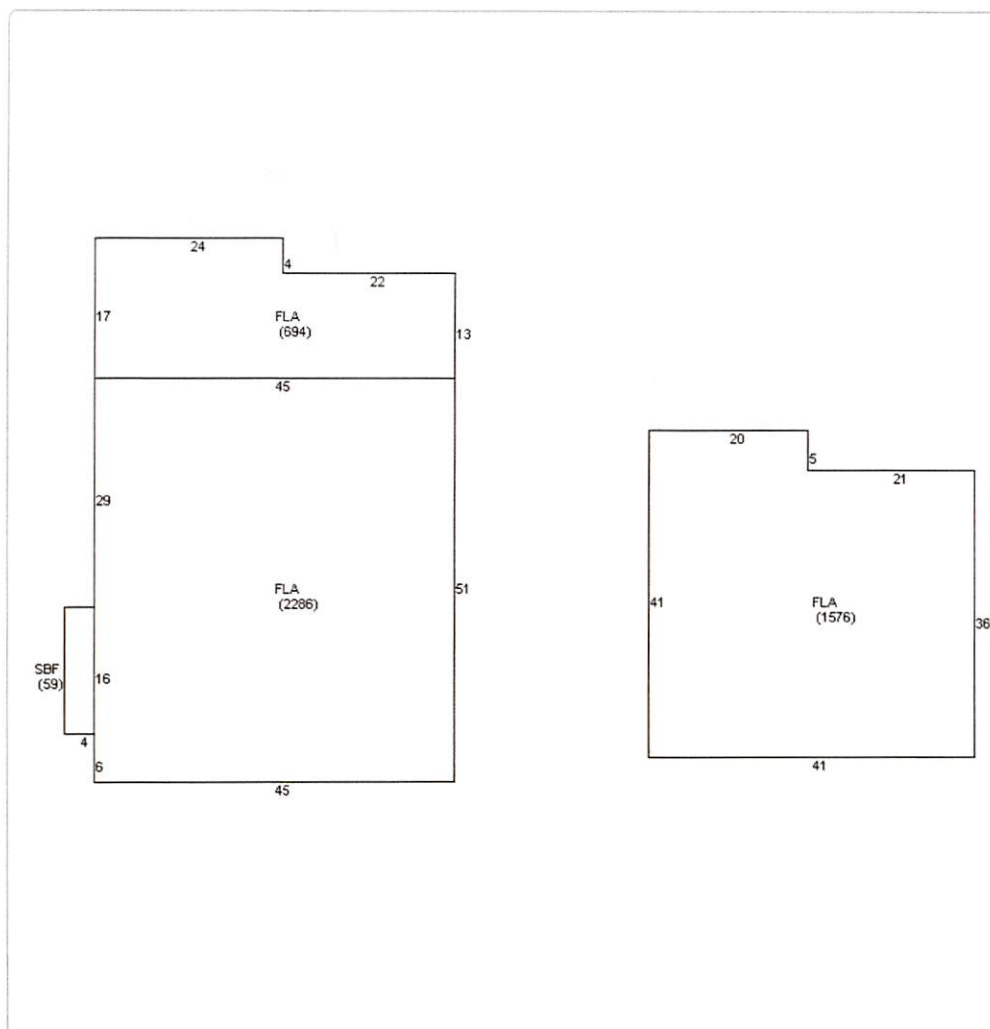
Permits

Number ⇅	Date Issued ⇅	Date Completed ⇅	Amount ⇅	Permit Type ⇅	Notes ⇅
0100134	2/5/2001		\$1	Commercial	PILINGS
0006148	10/24/2000		\$1	Commercial	ROOFING
9904065	4/12/1999	4/11/2000	\$1	Commercial	RELOCATE CRADLE LIFT

View Tax Info

[View Taxes for this Parcel](#)

Sketches (click to enlarge)



Photos



Trim Notice

2019 Notices Only

No data available for the following modules: Buildings, Mobile Home Buildings, Exemptions.

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

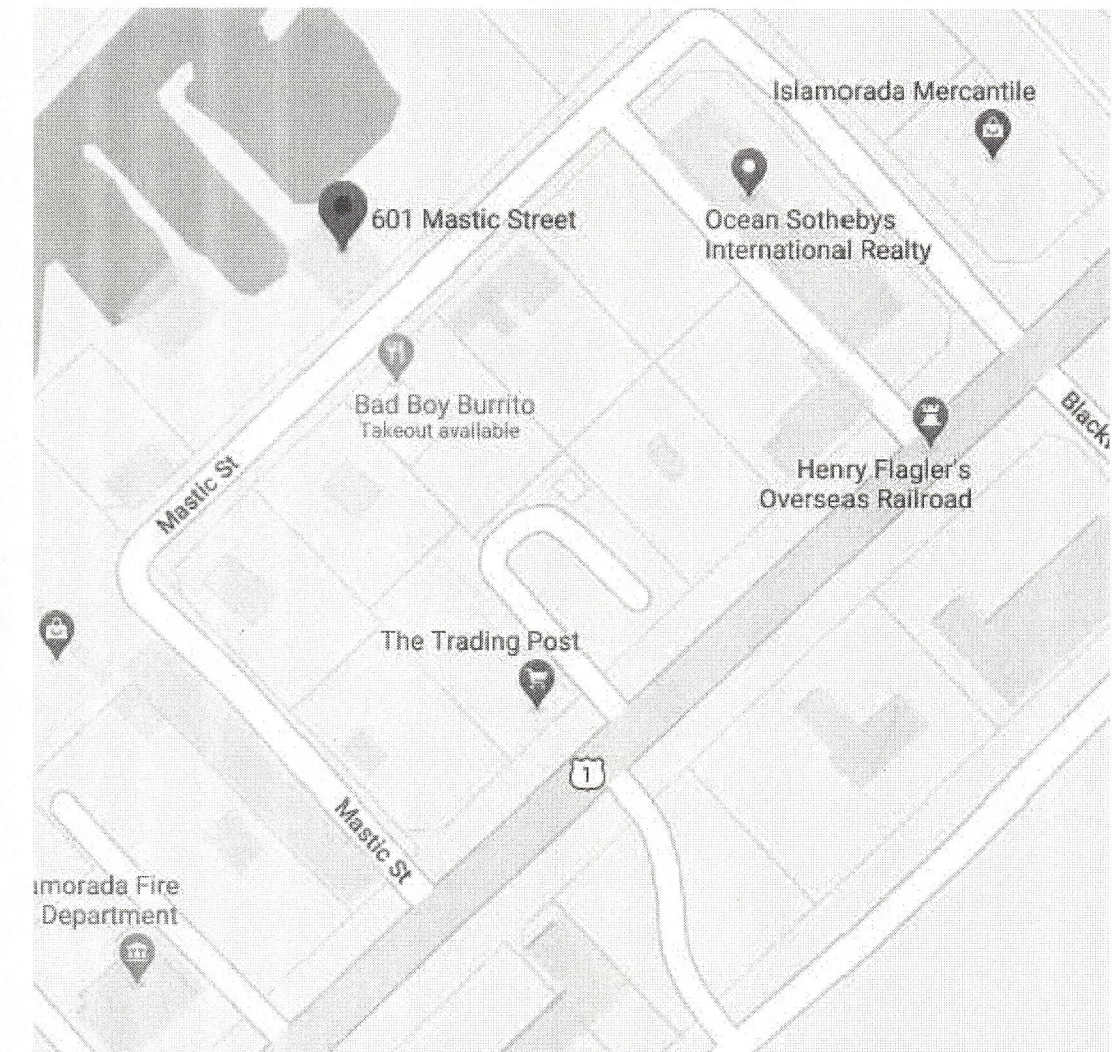
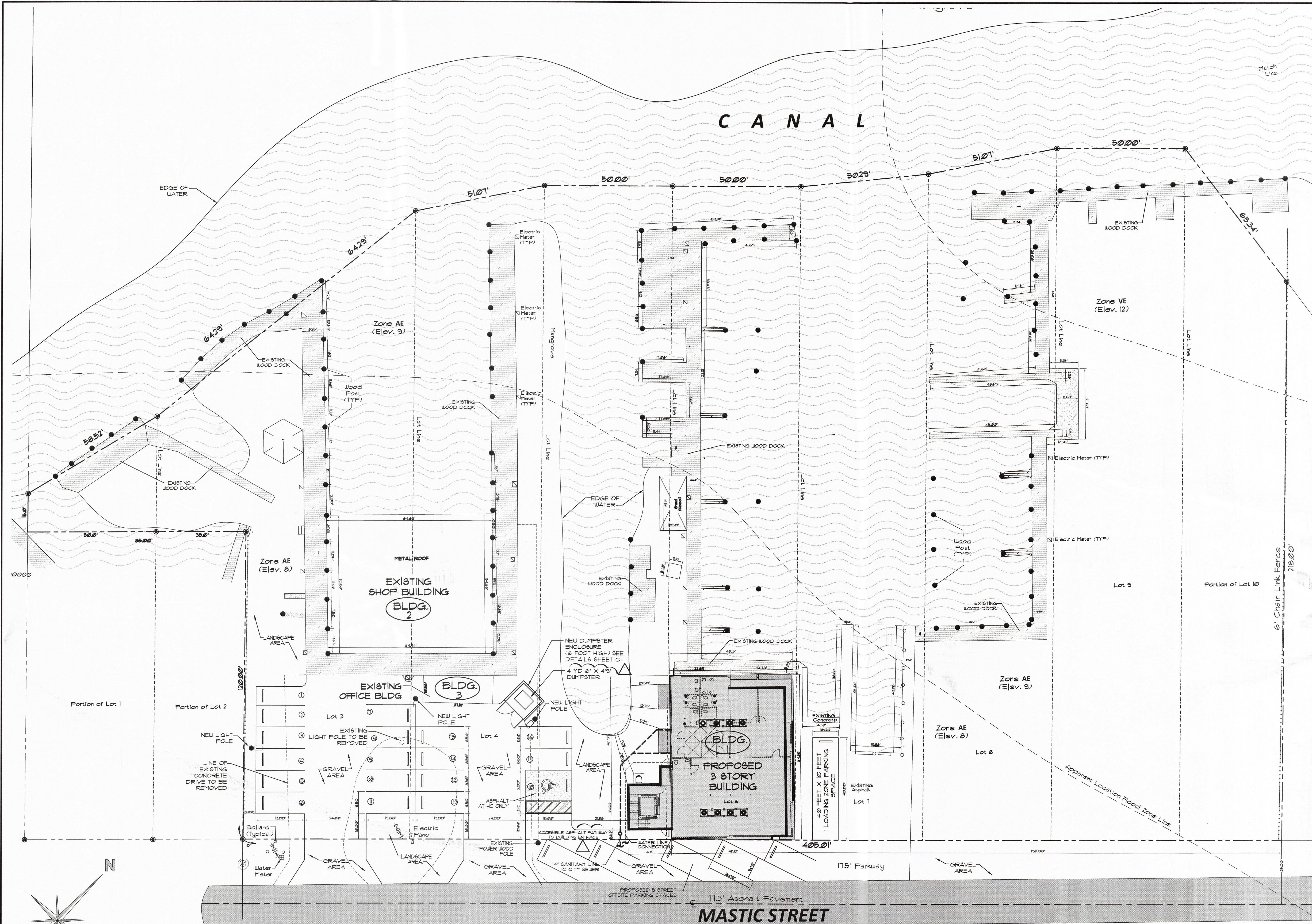
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Developed by



Version 2.3.59



LOCATION MAP
N.T.S.

ARCHITECT'S NOTES

TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF, THE STRUCTURAL DESIGN COMPLIES WITH THE APPLICABLE SECTIONS OF THE FLORIDA BUILDING CODE AND ALL ISLAMORADA VILLAGE APPLICABLE CODES.

MEANS AND METHODS OF CONSTRUCTION AND SAFETY PRECAUTIONS ARE THE RESPONSIBILITIES OF THE CONTRACTOR. IN THE EVENT THAT ORLANDO PEREZ JR, ARCHITECT, IS NOT RETAINED TO PROVIDE CONSTRUCTION OBSERVATION SERVICES DURING THE CONSTRUCTION, IT IS AGREED THAT THE OWNER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE ARCHITECT FROM ANY CLAIM OR SUIT WHATSOEVER, INCLUDING BUT NOT LIMITED TO ALL PAYMENTS, EXPENSES OR COSTS INVOLVED, ARISING FROM OR ALLEGED TO HAVE ARISEN FROM THE CONTRACTOR'S WORK TO CONFORM TO THE DESIGN INTENT AND THE CONTRACT DOCUMENTS. THE ARCHITECT AGREES TO BE RESPONSIBLE FOR HIS OR HIS EMPLOYEES NEGLIGENT ACTS, ERRORS, OR OMISSIONS.

IT IS THE RESPONSIBILITY OF THE OWNER OR GENERAL CONTRACTOR TO VERIFY ALL NOTES, DIMENSIONS AND DESIGN OF THESE PLANS, PRIOR TO COMMENCEMENT OF WORK. IF ANY DISCREPANCIES SHALL ARISE, STOP WORK AND CONTACT ARCHITECT IMMEDIATELY

FLOOD ZONE INFORMATION

FLOOD ZONE	AE
BASE FLOOD ELEVATION	8' NGVD
DESIGN FLOOD ELEVATION	9' NGVD
GROUND FLOOR FINISH	= +4.62' NGVD 29
EXISTING GRADE ELEVATION	= +4.12' NGVD 29
REF. SURVEY COMPLETED BY	-JOSE M RIVES- P.S.M. 06/19/18

UNIT AREA

GROUND FLOOR STAIRS / ELEVATOR / ELEC. ROOM	333 SF.
GROUND FLOOR SHOP AREA	1,473 SF.
GROUND PUBLIC BATHS	750 SF.
GROUND PUBLIC OFFICE / RECEPTION AREA	644 SF.
2nd FLOOR STAIRS / ELEVATOR	333 SF.
2nd FLOOR UNITS AREA / CENTER CORRIDOR	2,782 SF.
2nd FLOOR FRONT & REAR TERRACES	381 SF.
3rd FLOOR STAIRS / ELEVATOR	333 SF.
3rd FLOOR UNITS AREA / CENTER CORRIDOR	2,782 SF.
3rd FLOOR FRONT & REAR TERRACES	381 SF.
ROOF AREA	3,369 SF.
TOTAL BUILDING FOOTPRINT	3,498 SF.

BLDG'S COMPUTATION:	PARKING SPACES REQUIRED
BUILDING #1 (PROPOSED)	
OFFICE SPACE 644 SQ. FT	1 SPACE PER 333.33 SQ. FT = 1.9 = 2 PARKING
SHOP & BATHROOMS 2,223 SQ. FT	1 SPACE PER 1,000 SQ. FT = 2.2 = 3 PARKING
RESIDENTIAL UNITS (8 UNITS TOTAL)	1.5 SPACE PER UNIT = 12 PARKING
BUILDING #2 (EXISTING OUTDOOR SHADE) 3,496 SQ. FT.	NO PARKING SPACE REQUIRED
BUILDING #3 (EXISTING OFFICE) 287 SQ. FT.	1 SPACE PER 333.33 SQ. FT = 0.8 = 1 PARKING
TOTAL COMBINE PARKING SPACES PROVIDED	18 SPACES (OK)

SITE PLAN
SCALE: 1" = 20'

LEGAL DESCRIPTION

SEE SURVEY
COMPLIANCE WITH THE FLORIDA BUILDING CODE
TO THE BEST OF THE UNDERSIGNED'S ABILITY AND PROFESSIONAL JUDGEMENT, THESE PLANS MEET THE REQUIREMENTS OF THE FLORIDA BUILDING RESIDENTIAL CODE (FBC), 2020.

STRUCTURAL DESIGN CRITERIA

ASCE 7-2016
BASIC VELOCITY - 180 MPH, AT A HEIGHT OF 30 FEET.
EXPOSURE: D
RISK CATEGORY II

309-911-0052

ORLANDO PEREZ, JR.
* ARCHITECT *
19054 SW 133 CT, MIAMI, FL 33186
architectorj@yahoo.com

CBS COMMERCIAL BLDG FOR
ARROW DEVELOPMENT INC
601 MASTIC ST, ISLAMORADA,
FLORIDA 33036
RE# 00393080-000000

DRAW BY: J.L.A.

DATE: 03/31/2020

C-0

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Islamorada, Village of Islands Planning & Development Services

86800 Overseas Highway, Islamorada, FL 33036

T: 305-664-6400, F: 305-664-6467

APPLICATION FOR VARIANCE

Pursuant to Code Chapter 30, Article IV, Division 2

Application Type:	Fee:	*Deposit:	Total Fee:
☐ Residential	\$1,500.00	\$500.00	\$2,000.00
☒ Nonresidential	\$2,000.00	\$500.00	\$2,500.00

* A deposit is required for development approval or permits which necessitate additional review and processing, and/or public hearing and notice requirements. Applicants are required to pay a cost recovery deposit which shall be credited toward the fee charged for such additional review and processing and shall pay additional deposits as may be required from time to time. A debit based upon the actual time expended in reviewing an application and the applicable actual amount charged to the Village shall be charged against the cost recovery deposit.

PLEASE NOTE: THIS APPLICATION IS ACCEPTED BY APPOINTMENT ONLY.

An application must be deemed complete and in compliance with the Village Code by Staff prior to the items being scheduled for review. **See list of required submittals and documents below.**

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: Island Construction Management

Mailing Address: 88888 Overseas Highway Tavernier, FL 33070

Primary Phone: 305.852.9607 Fax: _____

Email: amie@icm.build; don@icm.build

PROPERTY OWNER:

Name: Arrow Development, Inc

Mailing Address: PO Box 1414 Islamorada, Florida 33036

Primary Phone: _____ Fax: _____

Email: _____

LEGAL DESCRIPTION OF PROPERTY: If in metes and bounds, attach legal description on separate sheet.

Physical Address: 601 Mastic Street Upper Matecumbe, Mile Marker: 82

Lot: 1-5 Block: 1 Subdivision: STRATTON'S SUBD

☐ Plantation Key ☐ Windley Key ☒ Upper Matecumbe Key ☐ Lower Matecumbe Key

Real Estate (RE) Number: 00399050-000000 Alternate Key: 1491446

PROPERTY DESCRIPTION:

Zoning District: MR Future Land Use Category: MU

Total Land Area: 105,240 Square Feet 2.42 Acres

Existing Use of Property: Working waterfront marina

Proposed Use of Property: Same use with added affordable housing

Application for Variance

PROPOSED VARIANCE:

State the Code Section(s) and the Land Development Regulations standard(s) required (i.e., setbacks, parking, loading, landscaping): Setback, parking & Landscape variance: Section 30-852; Section 30-695(e)(4) a.e. & Division 6
Multiple sections

PROPOSED VARIANCE (Continued):

Describe the variance requested: FRONT YARD SETBACK; PARKING VARIANCE; LANDSCAPE VARIANCE

List all applications for development permits submitted for the site within the past three (3) years. Please indicate the type of application, name of applicant, date of application and whether the application was approved, denied or withdrawn. UNITY OF TITLE; SITE PLAN APPROVAL

CRITERIA: No variance shall be approved which fails to meet any standard below. Failure to comply with any standard shall be deemed adverse to the public interest. Please describe how the proposed variance meets each standard. Attach additional sheets if necessary.

1. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district: replacing building in existing footprint on working waterfront on a dead end street with few other uses. This use is seldom used by clients using parking cars. Involves large boats
2. The special conditions and circumstances do not result from the actions of the applicant: previously approved long established marina repair and related business. this use can not be buffered. clients do not park cars (like most businesses) and the replacement will be in the existing footprint.
3. Literal interpretation of the provisions of the Land Development Regulations ("LDRs") deprives the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the LDRs and works unnecessary and undue hardship on the applicant: Please see #2 above. a buffer would severely impact this business; parking regulations will adversely impact this business and not being allowe to stay in the footprint of exisging building could delete affordable housing
4. Granting the variance requested conveys the same treatment to the individual owner as to the owner of other lands, buildings, or structures in the same zoning district: We believe yes, other businesses have been granted these same variances, ie papa joes, Island Grill and others
5. The variance, if granted, is the minimum variance that makes possible the reasonable use of the land, building, or structure: Yes

Application for Variance

6. The grant of the variance is in harmony with the general intent and purpose of this chapter, and is not injurious to the neighborhood, or otherwise detrimental to the public welfare: yes

REQUIRED SUBMITTALS: All of the following must be submitted in order to have a complete application.

- ☒ **Correct application fee.** Check or money order to "Islamorada, Village of Islands".
- ☒ **Notarized agent authorization letter**, if applicable, including the agent's name, address and phone number authorizing the applicant/agent to act on all property owners' behalf.
- ☐ **Proof of ownership** e.g. warranty deed, lease or pending sale contract.
- ☒ **Property record card(s)** from the Monroe County Property Appraiser.
- ☒ **Location map** showing where the project is located on the Key.
- ☒ **Photographs** of site from adjacent streets or a recent aerial photograph with property boundaries delineated.
- ☒ **Signed and sealed survey** prepared by a Florida registered surveyor. The survey shall include elevations and location of all existing structures, paved areas, location of all utility structures, all easements, all bodies of water on and adjacent to the site, docks, piers, mean high water line and total acreage by habitat.
- ☒ **Site plan** prepared by a professional architect, engineer, or landscape architect. See Code Section 30-215 for minimum site plan requirements.

If deemed necessary to complete a full review of the application, the Planning and Development Services Department reserves the right to request additional information.

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.

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.

[Signature]
Signature of Applicant

6 27. 22
Date

Print Name: Amie Owens

STATE OF Florida

COUNTY OF Monroe

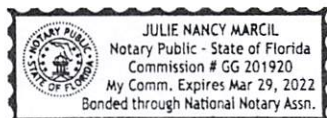
Sworn to and subscribed before me by means of X physical appearance or _____ online notarization, this 27 day of June, 20 22, by Amie Owens (name of person signing the application) as agent (type of authority e.g. officer, manager / member, trustee, attorney in fact) for Islamorada Marine (name of entity or party on behalf of whom application was executed).

[Signature]
Signature of Notary Public

SEAL:

☒ Personally Known ☐ Produced Identification

Type of ID _____





ISLAMORADA, VILLAGE OF ISLANDS
PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
86800 Overseas Highway • Islamorada, Florida 33036 • www.islamorada.fl.us

November 18, 2022

PROPERTY OWNERS WITHIN 300 FT OF PROJECT

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on Tuesday, December 6, 2022, at 5:30 P.M., or as soon thereafter as possible, the Village Council of Islamorada, Village of Islands, Florida will hold a public hearing at the Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida, to consider the following item:

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF ISLAND CONSTRUCTION MANAGEMENT (CORAL BAY MARINA) FOR SITE PLAN APPROVAL TO ALLOW THE RE-DEVELOPMENT OF THE SUBJECT PROPERTY WITH A MIXED-USE PROJECT CONSISTING OF AN EXISTING 3,483 SQUARE FOOT SHOP BUILDING AND A RECONSTRUCTED 3,200 SQUARE FOOT BUILDING WITH EIGHT (8) AFFORDABLE HOUSING UNITS. THE APPLICATION ALSO INVOLVES LANDSCAPING, PARKING AND SETBACK RELAXATIONS INCLUDING A SHORELINE SETBACK VARIANCE AND FRONT YARD SETBACK VARIANCE. THE PROJECT IS LOCATED AT 601 MASTIC STREET ON UPPER MATECUMBE KEY, WITHIN THE MARINE USE (MR) ZONING DISTRICT, REAL ESTATE NUMBER 00399050-000000 AND 00399080-000000, AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE TRANSMITTAL OF THIS RESOLUTION TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY; AND PROVIDING FOR AN EFFECTIVE DATE. (PLSPR20200119).

A copy of the application, staff report and related materials may be inspected at the Planning and Development Services Department, Islamorada Administrative Center and Public Safety Headquarters, 86800 Overseas Highway, Islamorada, Village of Islands, Florida, between the hours of 8:00 AM and 5:00 PM.

Affected parties may appear at the public hearing, be heard, and submit evidence with respect to the application.

Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the Village Council, with respect to any matter considered at such hearing or meeting, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

ADA Assistance: 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 Village at 305-664-6412 (TTY 305-664-8890) at least three days prior thereto.

Two or more committee members from various Village Committees may be present at this meeting.

Sincerely,



Daniel J. Gulizio
Planning and Development Services Director



Project Location: 601 Mastic Street – Upper Matecumbe Key



Council Communication

To: Mayor and Village Council
From:
Date: December 6, 2022
SUBJECT: Buffer Yard Variance Request St. Oceanside

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF ST OCEANSIDE/RALPH SANCHEZ TO ALLOW FOR A REDUCTION IN THE REQUIRED BUFFER YARD FROM THE MINIMUM REQUIRED TWENTY (20) FEET TO TEN (10) FEET. THE PROJECT IS LOCATED AT 109 CARROLL STREET ON UPPER MATECUMBE KEY, WITHIN THE TOURIST COMMERCIAL (TC) DISTRICT, REAL ESTATE NUMBER 00400720-000000, AS LEGALLY DESCRIBED HEREIN.

Background:

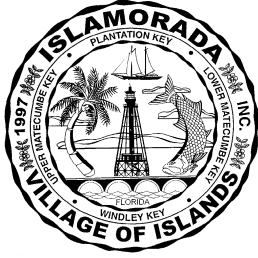
Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: 1. 12062022_RVCM_TAB 9_St Oceanside Variance



Council Communication

To: Mayor and Village Council

Through: Ted Yates, Village Manager

From: Daniel J. Gulizio, Planning and Development Services Director

Date: November 22, 2022

SUBJECT: A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF ST OCEANSIDE/RALPH SANCHEZ TO ALLOW FOR A REDUCTION IN THE REQUIRED BUFFER YARD FROM THE MINIMUM REQUIRED TWENTY (20) FEET TO TEN (10) FEET. THE PROJECT IS LOCATED AT 109 CARROLL STREET ON UPPER MATECUMBE KEY, WITHIN THE TOURIST COMMERCIAL (TC) DISTRICT, REAL ESTATE NUMBER 00400720-000000, AS LEGALLY DESCRIBED HEREIN; AND PROVIDING FOR AN EFFECTIVE DATE.

Background:

The subject property is located on the south side of Carroll Street, east of Blackwood Drive, in Upper Matecumbe Key. The site maintains a lot area of approximately 84,331 square feet (1.93 acres). The site is zoned Tourist Commercial (TC) District and is located within the Mixed Use (MU) Future Land Use Map (FLUM) category. The site is adjacent to single family homes, located within the Settlers Residential (SR) and Residential Estate (RE) Zoning Districts to the west, and single-family homes, located within SR District, to the east and north. The site is adjacent to the Atlantic Ocean to the south.

The site is currently under construction and is approved for the construction of nine (9) single-family residences. The applicant is seeking a buffer relaxation in order to decrease the minimum required buffer yard from twenty (20) feet to ten (10) feet. This buffer relaxation is limited to the area adjacent to the two most southerly residences.

It is also noted that a buffer relaxation was previously approved in connection with the subject premises on August 13, 2021. This buffer relaxation approved a reduction in the minimum required buffer yard from twenty (20) feet to fifteen (15) feet.

The applicant is seeking a further reduction of the required buffer yard from fifteen (15) feet to ten (10) feet. As noted, this additional relief is limited to the two most southerly proposed residences. The applicant has also offered to maintain the minimum number and type of buffer plantings within the proposed ten (10) foot buffer pursuant to the direction of the Village.

Existing Habitat:

The existing habitat for the Subject Parcel is scarified as a result of its development. There is no environmentally sensitive habitat remaining on the site.

Analysis:

According to Section 30-221: *"A variance is relaxation of the terms of this chapter where such action will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of actions of the applicant, a literal enforcement of this chapter would result in unnecessary and undue hardship on the property. As used in this section, a variance is authorized only for height, setbacks, parking, and loading requirements, and landscaping, unless otherwise specified in this chapter. Under no circumstances shall the director of planning and development services or the village council grant a variance to permit a floor area ratio or a use not permitted under the terms of this chapter."*



Location Map

Pursuant to Sec. 30-221 (d) *"When considering an application for a variance, the director and village council shall consider the following factors, and no variance shall be approved which fails to meet any standard below. Failure to comply with any standard shall be deemed adverse to the public interest.*

(1) Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district;

(2) The special conditions and circumstances do not result from the actions of the applicant;

(3) Literal interpretation of the provisions of this chapter deprives the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this chapter and works unnecessary and undue hardship on the applicant;

(4) Granting the variance requested conveys the same treatment to the individual owner as to the owner of other lands, buildings, or structures in the same zoning district;

(5) The variance, if granted, is the minimum variance that makes possible the reasonable use of the land, building, or structure; and

(6) The grant of the variance is in harmony with the general intent and purpose of this chapter, and is not injurious to the neighborhood, or otherwise detrimental to the public welfare."

In this instance, the scope of the variance requested is limited to the area adjacent to the two most southerly proposed residences. The applicant has indicated that a reduction in the buffer yard area from fifteen (15) feet to ten (10) feet would increase the walkway and viewshed to the ocean between the two most southerly units. A walkway, which may be accessed by all of the residents within the proposed development, runs southerly to the ocean between these two units. The applicant has further indicated that they will provide additional buffer plantings within the proposed buffer area to mitigate any potential impacts associated with the requested buffer relaxation.

An existing vegetation area already exists adjacent to the western property line of the subject property, helping to mitigate potential impacts associated with the applicant's request. In addition, the area to the east is limited to one single-family residence.

Budget Impact:

There is no impact to the Budget.

Staff Impact:

There is no impact on the Staff.

Recommendation:

Staff has reviewed the request for a Variance and determined that the request is consistent with the goals, objectives, and policies of the comprehensive plan and complies with applicable provisions of the Code of Ordinances. Therefore, Staff recommends that the Village Council **APPROVE** the proposed Variance to allow a reduction in the width of a required bufferyard by adoption of the attached Resolution. Staff recommends that the Council incorporate the below conditions in conjunction with any approval of the request.

1. Use of the subject property shall be limited to nine (9) single family residences.
2. A prior buffer relaxation was approved by the Planning and Development Services Assistant Director on August 13, 2021 (associated planning application PLAV20210131). This buffer relaxation approved a reduction in the minimum required buffer area from twenty (20) feet to fifteen (15) feet. An additional buffer relaxation shall be deemed approved as a part of this resolution. The existing fifteen (15) foot buffer area adjacent to House #8 and House #9 may be reduced to ten (10) feet.
3. Applicant/owner shall submit a planting plan for review and approval to the Department of Planning and Development Services prior to the issuance of any building permits for House Number #8 or House Number #9. Applicant/owner agrees to provide all required plantings associated with a conforming twenty (20) foot buffer on site pursuant to the direction of the Department of Planning and Development Services.

4. Applicant/owner agrees to address any ongoing drainage issues associated with the subject parcel as a condition of approval. Any needed mitigation measures shall be completed prior to the issuance of a Certificate of Occupancy for any of the proposed residences. All stormwater shall be contained on site in accordance with Village standards.
5. Applicant/owner agrees to comply in all respects with Village wastewater requirements. All existing and proposed structures shall be connected to the Village wastewater system in accordance with Village standards. Any wastewater fees and/or fines shall be paid prior to the issuance of any permits for the proposed development.
6. Applicant/owner agrees to comply in all respects with Village stormwater requirements.
7. Except as otherwise provided herein, applicant/owner agrees to comply in all respects with any applicable Federal, State, County, or local rules and regulations.
8. All conditions shall be enforceable through all the powers of the Village Attorney's Office and the Village Council reserves the right after due public hearing, to rescind any prior approvals and/or terminate operation of the existing use if violation of the conditions persists.

Prepared by and return to:
Planning and Development Services Department
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

RESOLUTION NO. 22-XX

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF ST OCEANSIDE/RALPH SANCHEZ TO ALLOW FOR A REDUCTION IN THE REQUIRED BUFFER YARD FROM THE MINIMUM REQUIRED TWENTY (20) FEET TO TEN (10) FEET. THE PROJECT IS LOCATED AT 109 CARROLL STREET ON UPPER MATECUMBE KEY, WITHIN THE TOURIST COMMERCIAL (TC) DISTRICT, REAL ESTATE NUMBER 00400720-000000, AS LEGALLY DESCRIBED HEREIN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, ST OCEANSIDE LLC (the "Applicant") is the owner of property located at 109 Carroll Street on Upper Matecumbe Key, with Parcel Identification Number 00400720-000000 and legally described below (the "Property") within Islamorada, Village of Islands, Florida (the "Village"); and,

WHEREAS, the Applicant has submitted an application for a Buffer Relaxation to allow for a buffer of ten (10) feet instead of the minimum required twenty (20) feet, on the Property legally described below; and,

WHEREAS, on December 6, 2022, the Village Council of Islamorada, Village of Islands, Florida (the "Village Council") conducted a duly noticed Public Hearing regarding the Buffer Relaxation Request (the "Request").

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, correct, and incorporated herein by this reference.

Section 2. Findings of Fact. The Village Council, having considered the Request, the relevant support materials and public testimony given at the Hearing, does hereby find and determine:

1. The Request [**complies/does not comply**] with the standards of Code Sec. 30-221(d) for considering Variances.

2. The Request [**is/is not**] consistent with the goals, objectives, and policies of the Village Comprehensive Plan, including standards for building and structural intensities and densities, and intensities of use.

3. The Village Council, having considered the testimony and evidence presented by all parties, including Village Staff, does hereby find and determine:

a. The Application for a Variance [**does/does not**] meet the requirements set forth in Code Section 30-221 and [**has/has not**] demonstrated through competent substantial evidence that the criteria for granting the Request have been met; and,

b. The Village Council [**approves/denies**] the Request submitted by the Applicant, for the following described property:

Strattons Subdivision, Plat Book 2, Page 38, Upper Matecumbe NE ½ Lot 2 Square 10 and 33 63 37 Bay Bottom Southwardly Adjacent to Northeasterly ½ Lot 2 Block 10, as shown in the Public Records of Monroe County.

c. The request is subject to the following Condition of Approval:

1. Use of the subject property shall be limited to nine (9) single family residences.

2. A prior buffer relaxation was approved by the Planning and Development Services Assistant Director on August 13, 2021 (associated planning application PLAV20210131). This buffer relaxation approved a reduction in the minimum required buffer area from twenty (20) feet to fifteen (15) feet. An additional buffer relaxation shall be deemed approved as a part of this

resolution. The existing fifteen (15) foot buffer area adjacent to Houses #7, #8, and #9 may be reduced to ten (10) feet.

3. Applicant/owner shall submit a planting plan for review and approval to the Department of Planning and Development Services prior to the issuance of any building permits for Houses Numbered #7, #8 and #9. Applicant/owner agrees to provide all required plantings associated with a conforming twenty (20) foot buffer on site pursuant to the direction of the Department of Planning and Development Services.

4. Applicant/owner agrees to address any ongoing drainage issues associated with the subject parcel as a condition of approval. Any needed mitigation measures shall be completed prior to the issuance of a Certificate of Occupancy for any of the proposed residences. All stormwater shall be contained on site in accordance with Village standards.

5. Applicant/owner agrees to comply in all respects with Village wastewater requirements. All existing and proposed structures shall be connected to the Village wastewater system in accordance with Village standards. Any wastewater fees and/or fines shall be paid prior to the issuance of any permits for the proposed development.

6. Applicant/owner agrees to comply in all respects with Village stormwater requirements.

7. Except as otherwise provided herein, applicant/owner agrees to comply in all respects with any applicable Federal, State, County, or local rules and regulations.

8. All conditions shall be enforceable through all the powers of the Village Attorney's Office and the Village Council reserves the right after due public hearing, to rescind any prior approvals and/or terminate operation of the existing use if violation of the conditions persists.

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 applicable provisions of the LDRs, and **[will/will not]** be detrimental to the community as a whole.

(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 substantial competent evidence contained within the record.

(3) The Request is hereby **[APPROVED/DENIED]**.

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 Applicant 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:

Councilman Mark Gregg	_____
Councilwoman Elizabeth Jolin	_____
Councilman Joseph B. Pinder III	_____
Councilwoman Sharon Mahoney	_____
Councilman Henry Rosenthal	_____

PASSED AND ADOPTED THIS 6th DAY OF DECEMBER 2022.

, 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, ESQ., INTERIM VILLAGE ATTORNEY



Islamorada, Village of Islands Planning & Development Services

86800 Overseas Highway, Islamorada, FL 33036
T: 305-664-6400, F: 305-664-6467

APPLICATION FOR VARIANCE

Pursuant to Code Chapter 30, Article IV, Division 2

Application Type:	Fee:	*Deposit:	Total Fee:
☒ Residential	\$1,500.00	\$500.00	\$2,000.00
☐ Nonresidential	\$2,000.00	\$500.00	\$2,500.00

* A deposit is required for development approval or permits which necessitate additional review and processing, and/or public hearing and notice requirements. Applicants are required to pay a cost recovery deposit which shall be credited toward the fee charged for such additional review and processing and shall pay additional deposits as may be required from time to time. A debit based upon the actual time expended in reviewing an application and the applicable actual amount charged to the Village shall be charged against the cost recovery deposit.

PLEASE NOTE: THIS APPLICATION IS ACCEPTED BY APPOINTMENT ONLY.

An application must be deemed complete and in compliance with the Village Code by Staff prior to the items being scheduled for review. **See list of required submittals and documents below.**

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: David Osborn

Mailing Address: 91700 Overseas Highway

Primary Phone: 305-457-8020

Fax: _____

Email: david@dgoarchitecture.com

PROPERTY OWNER:

Name: Ralph Sanchez, ST Oceanside LLC

Mailing Address: 1223 White Street Unit 104 Key West FL 33040

Primary Phone: 305-304-0090

Fax: _____

Email: c21rsanchez@aol.com

LEGAL DESCRIPTION OF PROPERTY: If in metes and bounds, attach legal description on separate sheet.

Physical Address: 105 Carroll Street Islamorada FL 33036

Mile Marker: 82

Lot: 2

Block: 10

Subdivision: Description STRATTONS

☐ Plantation Key

☐ Windley Key

☒ Upper Matecumbe Key

☐ Lower Matecumbe Key

Real Estate (RE) Number: 00400720-000000

Alternate Key: 1493015

PROPERTY DESCRIPTION:

Zoning District: Tourist Commercial

Future Land Use Category: _____

Total Land Area: 67,500

Square Feet .32

Acres

Existing Use of Property: Vacant Land post demolition. The previous use was Transient in Nature.

Proposed Use of Property: 9 Single Family homes. The Transient licenses have been transferred to another Property.

Application for Variance

PROPOSED VARIANCE:

State the Code Section(s) and the Land Development Regulations standard(s) required (i.e., setbacks, parking, loading, landscaping): Sec. 30-816. - Zoning district boundary bufferyards. (a) Bufferyards required by section 30-813 between zoning district boundaries shall be provided in accordance with table 30-816. "20' wide Class D Buffer required"

PROPOSED VARIANCE (Continued):

Describe the variance requested: The owner is requesting that the homes be located within a portion of the buffer yard. The required side yard setbacks will not be affected. The total amount of vegetation required will not be reduced.

List all applications for development permits submitted for the site within the past three (3) years. Please indicate the type of application, name of applicant, date of application and whether the application was approved, denied or withdrawn. Site Plan, ST Oceanside LLC, 8/2020, PLSPR20200141, Approved with Conditions
Administrative Variance, ST Oceanside LLC, 7/2021, PLAV20210131, Approved

CRITERIA: No variance shall be approved which fails to meet any standard below. Failure to comply with any standard shall be deemed adverse to the public interest. Please describe how the proposed variance meets each standard. Attach additional sheets if necessary.

1. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district: The property in question is zoned Tourist Commercial. The project proposed is residential with a reduction in density. The proposed project better relates to the surrounding neighborhood and adjacent zoning. A 20' buffer on two sides of a property with similar uses removes 40 linear feet, or 40% of the property.
2. The special conditions and circumstances do not result from the actions of the applicant: The Tourist Commercial zoning surrounded by Residential zoning on a parcel that has been vacant for 12 years
This property has different zoning districts on both of the side property lines.
The proposed project is a Residential project, which aligns with the adjacent properties.
3. Literal interpretation of the provisions of the Land Development Regulations ("LDRs") deprives the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the LDRs and works unnecessary and undue hardship on the applicant: Similar properties on the same street do not have different adjacent zoning districts on both sides of the property. The dual side property buffer yards reduce the area left to build by 40%
4. Granting the variance requested conveys the same treatment to the individual owner as to the owner of other lands, buildings, or structures in the same zoning district: Yes. Reduced bufferyards without a reduction in landscaping allows for similar treatment as other owners of similar zoning districts.
5. The variance, if granted, is the minimum variance that makes possible the reasonable use of the land, building, or structure: Yes, the owner is asking for the minimum. The owner is not asking for a reduction in the total amount of plants. The variance is for the location of the homes. If the same amount of trees is planted in a smaller space, the buffer is more dense which is the main purpose for a district buffer.

Application for Variance

6. The grant of the variance is in harmony with the general intent and purpose of this chapter, and is not injurious to the neighborhood, or otherwise detrimental to the public welfare: The owner has proposed a project with a reduction in density to the amount of homes that can be built on the property. The adjacent zoning districts have a low density use. Therefore, the owner is proposing a development that better fits the surrounding neighborhood.
The owner has also transferred off the Transient use.

REQUIRED SUBMITTALS: All of the following must be submitted in order to have a complete application.

- ☐ **Correct application fee.** Check or money order to "Islamorada, Village of Islands".
- ☐ **Notarized agent authorization letter**, if applicable, including the agent's name, address and phone number authorizing the applicant/agent to act on all property owners' behalf.
- ☐ **Proof of ownership** e.g. warranty deed, lease or pending sale contract.
- ☐ **Property record card(s)** from the Monroe County Property Appraiser.
- ☐ **Location map** showing where the project is located on the Key.
- ☐ **Photographs** of site from adjacent streets or a recent aerial photograph with property boundaries delineated.
- ☐ **Signed and sealed survey** prepared by a Florida registered surveyor. The survey shall include elevations and location of all existing structures, paved areas, location of all utility structures, all easements, all bodies of water on and adjacent to the site, docks, piers, mean high water line and total acreage by habitat.
- ☐ **Site plan** prepared by a professional architect, engineer, or landscape architect. See Code Section 30-215 for minimum site plan requirements.

If deemed necessary to complete a full review of the application, the Planning and Development Services Department reserves the right to request additional information.

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.

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.

[Signature]
Signature of Applicant

10/4/22
Date

Print Name: Ralph Sanchez

STATE OF Florida
COUNTY OF Monroe

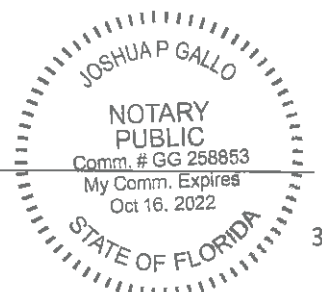
Sworn to and subscribed before me by means of X physical appearance or online notarization, this 4 day of Oct, 2022, by Ralph Sanchez (name of person signing the application) as (type of authority e.g. officer, manager / member, trustee, attorney in fact) for (name of entity or party on behalf of whom application was executed).

[Signature]
Signature of Notary Public

SEAL:

Type of ID FLD

☐ Personally Known ☒ Produced Identification



RESIDENTIAL SQUARE FOOTAGE:

HOUSE #1	
GROUND FLOOR	
- AIR CONDITIONED	= 1,266 S.F.
- COVERED PATIO	= 514 S.F.
SECOND FLOOR	
- AIR CONDITIONED SPACE	= 1,310 S.F.
- COVERED PATIO	= 360 S.F.
TOTAL A.C. LIVING AREA	= 2,576 S.F.
TOTAL COVERED PATIO	= 874 S.F.
TOTAL UNDER ROOF	= 3,450 S.F.
BASE FLOOD ELEVATION	= 8' N.G.V.D. 29
FINISHED FLOOR ELEVATION	= 10.1' N.G.V.D. 29

HOUSE #2	
GROUND FLOOR	
- AIR CONDITIONED	= 1,266 S.F.
- COVERED PATIO	= 514 S.F.
SECOND FLOOR	
- AIR CONDITIONED SPACE	= 1,310 S.F.
- COVERED PATIO	= 360 S.F.
TOTAL A.C. LIVING AREA	= 2,576 S.F.
TOTAL COVERED PATIO	= 874 S.F.
TOTAL UNDER ROOF	= 3,450 S.F.
BASE FLOOD ELEVATION	= 8' N.G.V.D. 29
FINISHED FLOOR ELEVATION	= 10.1' N.G.V.D. 29

HOUSE #3	
GROUND FLOOR	
- AIR CONDITIONED	= 1,266 S.F.
- COVERED PATIO	= 514 S.F.
SECOND FLOOR	
- AIR CONDITIONED SPACE	= 1,310 S.F.
- COVERED PATIO	= 360 S.F.
TOTAL A.C. LIVING AREA	= 2,576 S.F.
TOTAL COVERED PATIO	= 874 S.F.
TOTAL UNDER ROOF	= 3,450 S.F.
BASE FLOOD ELEVATION	= 8' N.G.V.D. 29
FINISHED FLOOR ELEVATION	= 10.1' N.G.V.D. 29

HOUSE #4	
GROUND FLOOR	
- AIR CONDITIONED	= 1,266 S.F.
- COVERED PATIO	= 514 S.F.
SECOND FLOOR	
- AIR CONDITIONED SPACE	= 1,310 S.F.
- COVERED PATIO	= 360 S.F.
TOTAL A.C. LIVING AREA	= 2,576 S.F.
TOTAL COVERED PATIO	= 874 S.F.
TOTAL UNDER ROOF	= 3,450 S.F.
BASE FLOOD ELEVATION	= 8' N.G.V.D. 29
FINISHED FLOOR ELEVATION	= 10.1' N.G.V.D. 29

RESIDENTIAL SQUARE FOOTAGE:

HOUSE #5	
GROUND FLOOR	
- AIR CONDITIONED	= 1,266 S.F.
- COVERED PATIO	= 514 S.F.
SECOND FLOOR	
- AIR CONDITIONED SPACE	= 1,310 S.F.
- COVERED PATIO	= 360 S.F.
TOTAL A.C. LIVING AREA	= 2,576 S.F.
TOTAL COVERED PATIO	= 874 S.F.
TOTAL UNDER ROOF	= 3,450 S.F.
BASE FLOOD ELEVATION	= 9' N.G.V.D. 29
FINISHED FLOOR ELEVATION	= 10.1' N.G.V.D. 29

HOUSE #6	
GROUND FLOOR	
- AIR CONDITIONED	= 1,266 S.F.
- COVERED PATIO	= 514 S.F.
SECOND FLOOR	
- AIR CONDITIONED SPACE	= 1,310 S.F.
- COVERED PATIO	= 360 S.F.
TOTAL A.C. LIVING AREA	= 2,576 S.F.
TOTAL COVERED PATIO	= 874 S.F.
TOTAL UNDER ROOF	= 3,450 S.F.
BASE FLOOD ELEVATION	= 9' N.G.V.D. 29
FINISHED FLOOR ELEVATION	= 10.1' N.G.V.D. 29

HOUSE #7	
GROUND FLOOR	
- A.C. LIVING AREA	= 1,525 S.F.
- COVERED PATIO	= 628 S.F.
- POOL / PATIO	= 806 S.F.
SECOND FLOOR	
- A.C. LIVING AREA	= 1,525 S.F.
- COVERED PATIO	= 629 S.F.
TOTAL A.C. LIVING AREA	= 3,050 S.F.
TOTAL COVERED PATIO	= 1,257 S.F.
TOTAL UNDER ROOF	= 3,082 S.F.
BASE FLOOD ELEVATION	= 9' N.G.V.D. 29
FINISHED FLOOR ELEVATION	= 10.1' N.G.V.D. 29

HOUSE #8	
GROUND FLOOR	
- A.C. LIVING AREA	= 1,456 S.F.
- COVERED PATIO	= 468 S.F.
- POOL / PATIO	= 954 S.F.
SECOND FLOOR	
- A.C. LIVING AREA	= 1,333 S.F.
- COVERED PATIO	= 592 S.F.
TOTAL A.C. LIVING AREA	= 2,789 S.F.
TOTAL COVERED PATIO	= 1,060 S.F.
TOTAL UNDER ROOF	= 3,849 S.F.
BASE FLOOD ELEVATION	= 10' N.G.V.D. 29
FINISHED FLOOR ELEVATION	= 11.1' N.G.V.D. 29

RESIDENTIAL SQUARE FOOTAGE:

HOUSE #9	
GROUND FLOOR	
- A.C. LIVING AREA	= 1,456 S.F.
- COVERED PATIO	= 468 S.F.
- POOL / PATIO	= 954 S.F.
SECOND FLOOR	
- A.C. LIVING AREA	= 1,333 S.F.
- COVERED PATIO	= 592 S.F.
TOTAL A.C. LIVING AREA	= 2,789 S.F.
TOTAL COVERED PATIO	= 1,060 S.F.
TOTAL UNDER ROOF	= 3,849 S.F.
BASE FLOOD ELEVATION	= 10' N.G.V.D. 29
FINISHED FLOOR ELEVATION	= 11.1' N.G.V.D. 29

SPOT ELEVATION LEGEND:

EXISTING GRADE	=	x6.0'
FINISHED GRADE	=	x8.1'

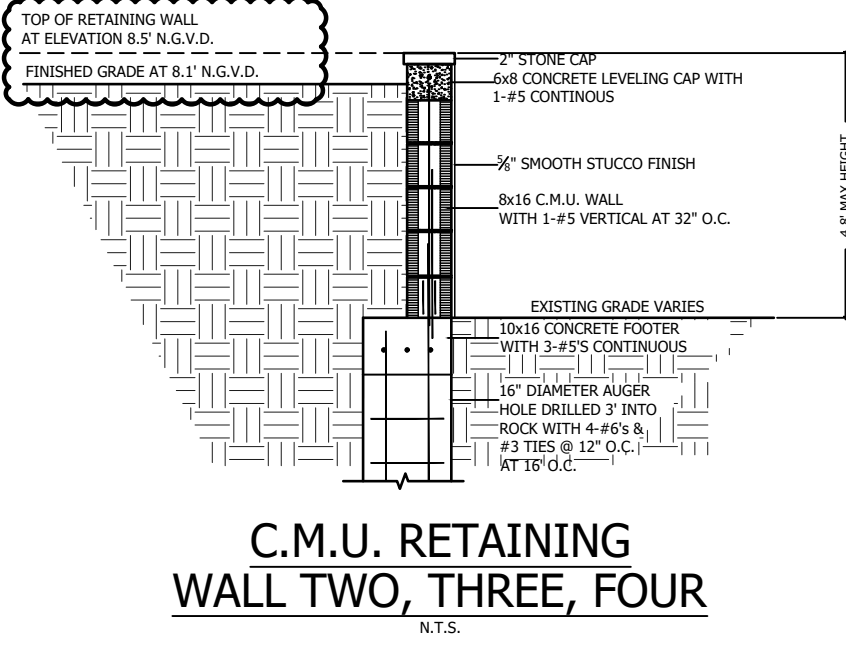
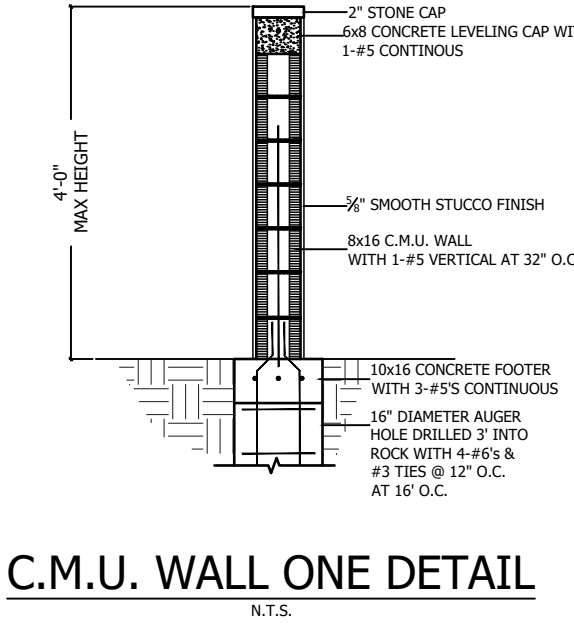
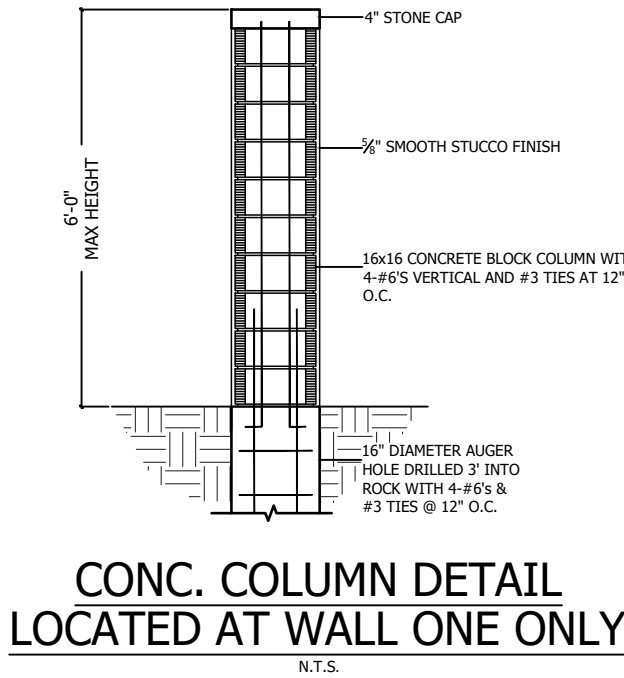
PARKING CRITERIA:

RESIDENTIAL - GROUP R-3
NO HANDICAP SPACES REQUIRED

RESIDENTIAL - 2 SPACES PER UNIT

9 UNITS X 2 SPACES - 18 SPACES REQUIRED

18 SPACES WILL BE PROVIDED



PUBLIC WORKS NOTES:

1. ALL VEGETATION PLACED WITHIN THE RIGHT-OF-WAY SHALL BE PLACED WITHIN FIVE FEET OF THE PROPERTY LINE AND A MINIMUM OF FIVE FEET FROM EDGE OF PAVEMENT. IF THE DISTANCE FROM THE PROPERTY LINE TO THE EDGE OF PAVEMENT IS FIVE FEET OR LESS THAN NO VEGETATION SHALL BE PERMITTED IN THE RIGHT-OF-WAY.

2. PROPERTY OWNER/APPLICANT IS RESPONSIBLE FOR ALL MAINTENANCE AND COST ASSOCIATED WITH THE PLANTING OF THE VEGETATION LOCATED IN THE ROW. IF VEGETATION IS NOT PROPERLY MAINTAINED OR VILLAGE STAFF DETERMINE THE VEGETATION NEEDS TO BE REMOVED; IT WILL BE AT THE PROPERTY OWNERS/APPLICANTS' EXPENSE AND NOT THE VILLAGE.

3. NO VEGETATION IS PERMITTED WITHIN THE REQUIRED SIGHT TRIANGLE AS PER SEC. 30-857. - CLEAR SIGHT TRIANGLE AND SEC. 30-820. - CLEAR SIGHT DISTANCE FOR LANDSCAPING ADJACENT TO PUBLIC RIGHT-OF-WAY AND POINTS OF ACCESS.

4. NO VEGETATION SHALL BE PLACED OVER OR WITHIN THREE FEET OF AN UNDERGROUND UTILITY.

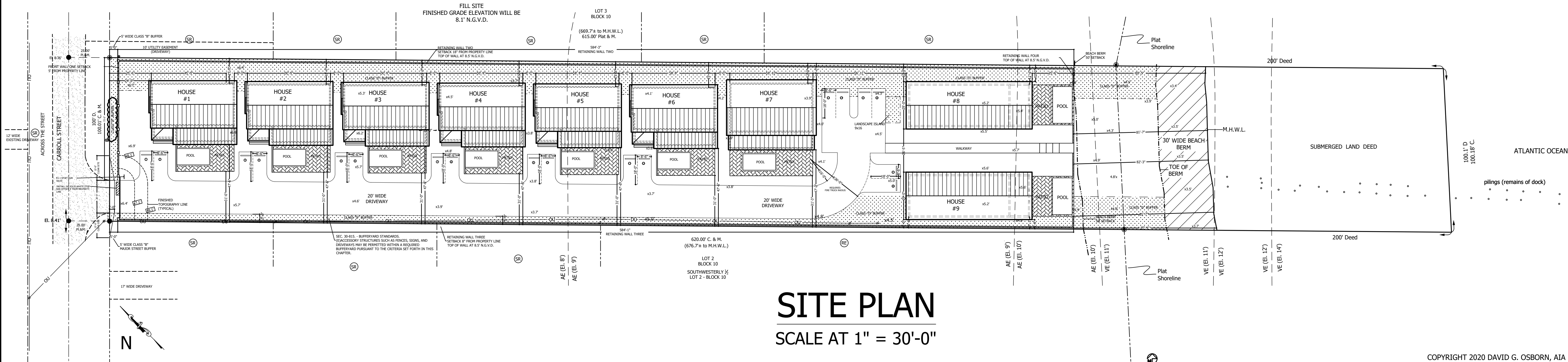
5. UTILITY LOCATES MUST BE REQUESTED FROM SUNSHINE 811 FOR ALL UNDERGROUND WORK.

BIOLOGIST BEACH BERM NOTES:

BEACH BERM DESIGN. 30' WIDE BEACH BERM TO BE CONSTRUCTED AS PER BIOLOGIST DESIGN AND ON SITE INSPECTION.

FINISHED GRADE NOTES:

THE FINISHED GRADE LANDWARD OF THE CONSTRUCTED BEACH BERM WILL LEVEL OFF AT 8.1' N.G.V.D. FOR THE ENTIRE SITE.



SITE PLAN
SCALE AT 1" = 30'-0"

DAVID G. OSBORN, AIA
91700 OVERSEAS HIGHWAY
TAMERIE, FLORIDA 33070
DGOARCHITECTURE.COM

THIS ITEM HAS BEEN
DESIGNED BY
ON THE DATE ADJACENT TO
OF THIS DOCUMENT ARE NO
CONSIDERED SIGNED AND
SHALL BE KEPT ON FILE
ELECTRONIC COPIES.

SCALE:	AS SHOWN	No.	REVISION	DATE
DRAWN BY:	D.G.O.	0	LANDSCAPE VARIANCE	09-28-2022
CHECKED BY:	D.G.O.			
PHASE:	C.D.			
JOB NO:	2019117			

SITE PLAN
OCEANSIDE RESORT
105 CARROLL STREET
ISLAMORADA, FLORIDA

C-1

This instrument prepared by:

Hank Flores, AICP, CFM
 Asst. Planning Director
 Islamorada, Village of Islands
 Planning and Development Services Department
 86800 Overseas Highway
 Islamorada, Florida 33036

After recording, please return to:

Planning and Development Services Department
 Islamorada, Village of Islands
 86800 Overseas Highway
 Islamorada, Florida 33036



Doc # 2337475 Bk# 3122 Pg# 1509

Recorded 8/30/2021 10:46 AM Page 1 of 4

Filed and Recorded in Official Records of
MONROE COUNTY KEVIN MADOK, CPA

Notice of Approval: Administrative Variance (PLAV20210131)

Project Name	Oceanfront Resort
Parcel Number	00400720-000000
Project Owner/Agent	ST Oceanside, LLC/Ralph Sanchez
Address:	109 Carroll Street, Lower Matecumbe Key, Islamorada, Florida 33036
Zoning District Designation	TC (Tourist Commercial)
Future Land Use Classification	MU (Mixed Use)
Lot Size	67,500 Square Feet/1.55 Acres
Project Summary:	Administrative Variance from Section 30-816 (Zoning District Boundary Bufferyards) to allow for a reduction in the Class "D" Bufferyard required between the TC (Tourist Commercial) and SR (Settlers Residential) Zoning Districts from a width of twenty (20) feet to fifteen (15) feet.
	BEGINNING AT THE NORTHEASTERLY CORNER OF THE DIVIDING LINE OF LOTS 2 AND 3 IN BLOCK 10 OF STRATTON'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 38, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE GOING ALONG THE SHORELINE IN A SOUTHWARDLY DIRECTION 100 FEET; THENCE GOING IN A NORTHWESTERLY DIRECTION 620 FEET, MORE OR LESS; THENCE GOING IN A NORTHWARD LY DIRECTION 100 FEET TO A DIVIDING LINE OF LOTS 2 AND 3; THENCE GOING IN A SOUTHEASTERLY DIRECTION ALONG THE DIVIDING LINE OF LOTS 2 AND 3, 615 FEET TO A POINT OF BEGINNING. AND A TRACT OF SUBMERGED LANDS IN THE STRAITS OF FLORIDA, SECTION 33, TOWNSHIP 63 SOUTH, RANGE 37 EAST, UPPER MATECUMBE KEY, MONROE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Legal Description	BEGINNING AT THE MEAN HIGH TIDE LINE ON THE SHORE OF THE ATLANTIC OCEAN ON THE DIVIDING LINE BETWEEN LOTS 2 AND 3 OF BLOCK 10 OF STRATTON'S SUBDIVISION AS PER PLAT RECORDED IN PLAT BOOK 2, AT PAGE 38, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE SOUTHWESTERLY MEANDERING SAID MEAN HIGH TIDE LINE A DISTANCE OF 100.1 FEET, MORE OR LESS, TO THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY ONE-HALF OF SAID LOT 2; THENCE SOUTHEASTERLY ALONG THE SOUTHEASTERLY PROLONGATION OF SAID SOUTHWESTERLY LINE OF THE NORTHEASTERLY ONE-HALF OF LOT 2 A DISTANCE OF 200 FEET; THENCE NORTHEASTERLY PARALLEL TO THE SAID MEAN HIGH TIDE LINE A DISTANCE OF 100.1 FEET, MORE OR LESS, TO THE SOUTHEASTERLY PROLONGATION OF THE DIVIDING LINE BETWEEN SAID LOTS 2 AND 3; THENCE NORTHWESTERLY ALONG THE SAID SOUTHEASTERLY PROLONGATION OF THE DIVIDING LINE BETWEEN LOTS 2 AND 3 A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING.
Date of Approval:	August 13, 2021

Pursuant to Code Section 30-741, the Director of Planning and Development Services has determined that the submitted application meets the requirements for an Administrative Variance.

A copy of the recorded Notice of Approval shall be submitted with all applications for development.

Pursuant to Code Section 30-221, issuance of an Administrative Variance shall be deemed to authorize only the particular site configuration, layout, and level of impacts that were approved unless the Variance is rescinded or revoked as provided in the Code of Ordinances - Chapter 30, *Land Development Regulations*. Receipt of a development permit for an Administrative Variance shall not ensure that the approved development will receive subsequent approval for other applications for development permits unless the relevant and applicable portions of the LDRs are met.

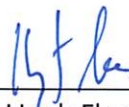
Signed, witnessed, and executed on this 13th day of August 2021.

WITNESS:

ACTING DIRECTOR OF PLANNING:



Heidi Harum, RA, RID



Hank Flores, AICP, CFM.

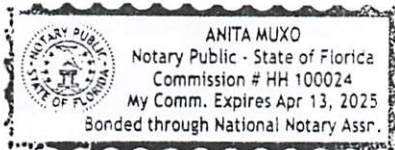
STATE OF FLORIDA

)SS

COUNTY OF MONROE

The foregoing instrument was acknowledged before me by Hank Flores as Acting Director of Planning of Islamorada, Village of Islands, Florida, a Municipal Corporation. He is personally known to me.

Witness my signature and official seal this 13th day of August 2021 in the aforesaid County and State.



Anita Muxo
NOTARY PUBLIC, State of Florida

Print Name: Anita Muxo

Commission No.: HH 100024

Commission Expires: 4-13-25

RESIDENTIAL SQUARE FOOTAGE:

HOUSE #1

GROUND FLOOR	
- A.C. LIVING AREA	1456 SF.
- COVERED PATIO	468 SF.
- POOL / PATIO	354 SF.
SECOND FLOOR	
- A.C. LIVING AREA	1333 SF.
- COVERED PATIO	592 SF.
TOTAL A.C. LIVING AREA	2789 SF.
TOTAL COVERED PATIO	1060 SF.
TOTAL UNDER ROOF	3849 SF.
BASE FLOOD ELEVATION	5' NGVD. 25
FINISHED FLOOR ELEVATION	10' NGVD. 25

HOUSE #2

GROUND FLOOR	
- A.C. LIVING AREA	1456 SF.
- COVERED PATIO	468 SF.
- POOL / PATIO	354 SF.
SECOND FLOOR	
- A.C. LIVING AREA	1333 SF.
- COVERED PATIO	592 SF.
TOTAL A.C. LIVING AREA	2789 SF.
TOTAL COVERED PATIO	1060 SF.
TOTAL UNDER ROOF	3849 SF.
BASE FLOOD ELEVATION	5' NGVD. 25
FINISHED FLOOR ELEVATION	10' NGVD. 25

HOUSE #3

GROUND FLOOR	
- A.C. LIVING AREA	1364 SF.
- COVERED PATIO	1256 SF.
- POOL / PATIO	806 SF.
SECOND FLOOR	
- A.C. LIVING AREA	1310 SF.
- COVERED PATIO	556 SF.
TOTAL A.C. LIVING AREA	2674 SF.
TOTAL COVERED PATIO	1812 SF.
TOTAL UNDER ROOF	3286 SF.
BASE FLOOD ELEVATION	5' NGVD. 25
FINISHED FLOOR ELEVATION	10' NGVD. 25

HOUSE #4

GROUND FLOOR	
- A.C. LIVING AREA	1750 SF.
- COVERED PATIO	536 SF.
- POOL / PATIO	648 SF.
SECOND FLOOR	
- A.C. LIVING AREA	1320 SF.
CUPOLA	350 SF.
TOTAL A.C. LIVING AREA	3070 SF.
TOTAL COVERED PATIO	536 SF.
TOTAL UNDER ROOF	3404 SF.
BASE FLOOD ELEVATION	5' NGVD. 25
FINISHED FLOOR ELEVATION	10' NGVD. 25

RESIDENTIAL SQUARE FOOTAGE:

HOUSE #5

GROUND FLOOR	
- A.C. LIVING AREA	1750 SF.
- COVERED PATIO	536 SF.
- POOL / PATIO	648 SF.
SECOND FLOOR	
- A.C. LIVING AREA	1320 SF.
CUPOLA	350 SF.
TOTAL A.C. LIVING AREA	3070 SF.
TOTAL COVERED PATIO	536 SF.
TOTAL UNDER ROOF	3404 SF.
BASE FLOOD ELEVATION	5' NGVD. 25
FINISHED FLOOR ELEVATION	10' NGVD. 25

HOUSE #6

GROUND FLOOR	
- A.C. LIVING AREA	1750 SF.
- COVERED PATIO	536 SF.
- POOL / PATIO	648 SF.
SECOND FLOOR	
- A.C. LIVING AREA	1320 SF.
CUPOLA	350 SF.
TOTAL A.C. LIVING AREA	3070 SF.
TOTAL COVERED PATIO	536 SF.
TOTAL UNDER ROOF	3404 SF.
BASE FLOOD ELEVATION	5' NGVD. 25
FINISHED FLOOR ELEVATION	10' NGVD. 25

HOUSE #7

GROUND FLOOR	
- A.C. LIVING AREA	1000 SF.
- COVERED PATIO	520 SF.
- POOL / PATIO	651 SF.
SECOND FLOOR	
- A.C. LIVING AREA	1200 SF.
CUPOLA	261 SF.
TOTAL A.C. LIVING AREA	2200 SF.
TOTAL COVERED PATIO	520 SF.
TOTAL UNDER ROOF	3461 SF.
BASE FLOOD ELEVATION	5' NGVD. 25
FINISHED FLOOR ELEVATION	10' NGVD. 25

HOUSE #8

GROUND FLOOR	
- A.C. LIVING AREA	1000 SF.
- COVERED PATIO	520 SF.
- POOL / PATIO	651 SF.
SECOND FLOOR	
- A.C. LIVING AREA	1200 SF.
CUPOLA	261 SF.
TOTAL A.C. LIVING AREA	2200 SF.
TOTAL COVERED PATIO	520 SF.
TOTAL UNDER ROOF	3461 SF.
BASE FLOOD ELEVATION	5' NGVD. 25
FINISHED FLOOR ELEVATION	10' NGVD. 25

RESIDENTIAL SQUARE FOOTAGE:

HOUSE #9

GROUND FLOOR	
- A.C. LIVING AREA	1200 SF.
- COVERED PATIO	520 SF.
- POOL / PATIO	651 SF.
SECOND FLOOR	
- A.C. LIVING AREA	1200 SF.
CUPOLA	261 SF.
TOTAL A.C. LIVING AREA	2400 SF.
TOTAL COVERED PATIO	520 SF.
TOTAL UNDER ROOF	3461 SF.
BASE FLOOD ELEVATION	5' NGVD. 25
FINISHED FLOOR ELEVATION	10' NGVD. 25

OPEN SPACE RATIO AND IMPERVIOUS AREA:

TOTAL LOT AREA = 155 ACRES
OR 61,500 SF.

IMPERVIOUS AREA

HOUSE #1 WITH PATIO	3224 SF.
HOUSE #2 WITH PATIO	3224 SF.
HOUSE #3 WITH PATIO	3320 SF.
HOUSE #4 WITH PATIO	2517 SF.
HOUSE #5 WITH PATIO	2517 SF.
HOUSE #6 WITH PATIO	2517 SF.
HOUSE #7 WITH PATIO	2306 SF.
HOUSE #8 WITH PATIO	2306 SF.
HOUSE #9 WITH PATIO	2306 SF.
PAVER DRIVEWAY	15,000 SF.
PAVER WALKWAY	766 SF.

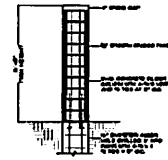
IMPERVIOUS	35,091 SF. OR 56%
OPEN SPACE	26,409 SF. OR 43%

SPOT ELEVATION LEGEND:

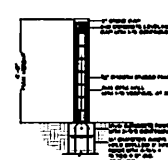
EXISTING GRADE	±0.0'
FINISHED GRADE	±0.0'

PARKING CRITERIA:

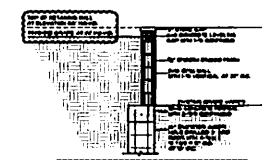
RESIDENTIAL	- GROUP R-3
NO HANDICAP SPACES REQUIRED	
RESIDENTIAL	- 2 SPACES PER UNIT
9 UNITS X 2 SPACES	- 18 SPACES REQUIRED
18 SPACES WILL BE PROVIDED	



CONC. COLUMN DETAIL
LOCATED AT WALL ONE ONLY



CMU WALL ONE DETAIL



CMU RETAINING
WALL TWO, THREE, FOUR

PUBLIC WORKS NOTES:

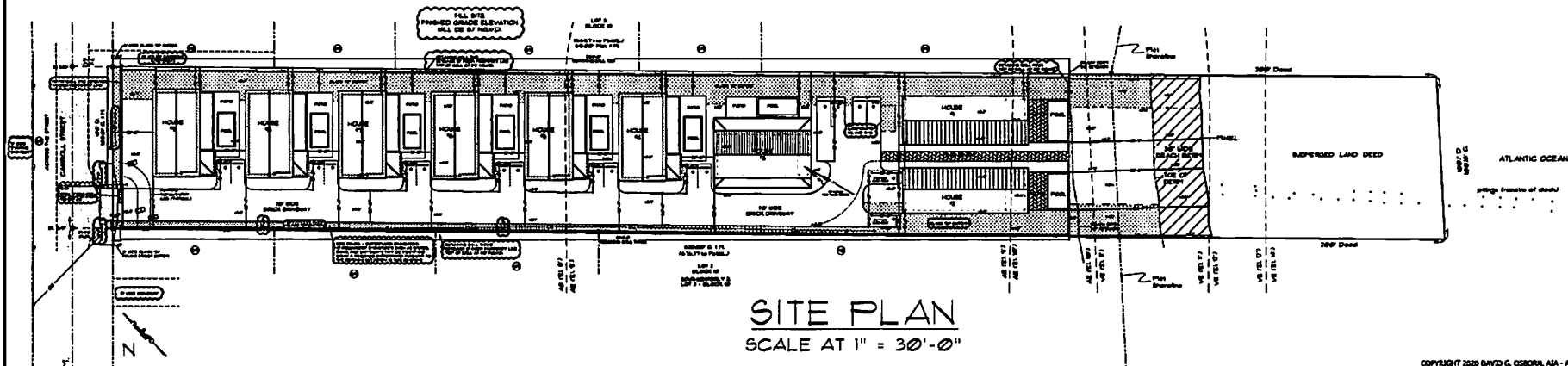
1. ALL VEGETATION PLACED WITHIN THE RIGHT-OF-WAY SHALL BE PLACED WITHIN FIVE FEET OF THE PROPERTY LINE AND A MINIMUM OF FIVE FEET FROM EDGE OF PAVEMENT. IF THE DISTANCE FROM THE PROPERTY LINE TO THE EDGE OF PAVEMENT IS FIVE FEET OR LESS THAN NO VEGETATION SHALL BE PERMITTED IN THE RIGHT-OF-WAY.
2. PROPERTY OWNER/APPLICANT IS RESPONSIBLE FOR ALL MAINTENANCE AND COST ASSOCIATED WITH THE PLANTING OF THE VEGETATION LOCATED IN THE ROW. IF VEGETATION IS NOT PROPERLY MAINTAINED OR VILLAGE STAFF DETERMINE THE VEGETATION NEEDS TO BE REMOVED, IT WILL BE AT THE PROPERTY OWNER/APPLICANT'S EXPENSE AND NOT THE VILLAGE.
3. NO VEGETATION IS PERMITTED WITHIN THE REQUIRED SIGHT TRIANGLE AS PER SEC. 30-857. - CLEAR SIGHT TRIANGLE AND SEC. 30-810. - CLEAR SIGHT DISTANCE FOR LANDSCAPING ADJACENT TO PUBLIC RIGHT-OF-WAY AND POINTS OF ACCESS.
4. NO VEGETATION SHALL BE PLACED OVER OR WITHIN THREE FEET OF AN UNDERGROUND UTILITY.
5. UTILITY LOCATES MUST BE REQUESTED FROM SUNSHINE 811 FOR ALL UNDERGROUND WORK.

BIOLOGIST BEACH BERM NOTES:

BEACH BERM DESIGN. 30' WIDE BEACH BERM TO BE CONSTRUCTED AS PER BIOLOGIST DESIGN AND ON SITE INSPECTION.

FINISHED GRADE NOTES:

THE FINISHED GRADE LANDWARD OF THE CONSTRUCTED BEACH BERM WILL LEVEL OFF AT 5' NGVD. FOR THE ENTIRE SITE.



SITE PLAN
SCALE AT 1" = 30'-0"

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DAVID G. OSBORN, AIA

11750 OCEANVIEW BLVD., SUITE 100

DAVID G. OSBORN, AIA

DAVIDGOSBORN.COM

do

ARCHITECTURE

PROJECT NAME	109 CARROLL STREET
LOCATION	ISLAMORADA, FLORIDA
DATE	7-20-2020
CONTRACT	7-27-2021
REVISION	FOR SUBMITTAL
CONSTRUCTION	
NO.	0
DATE	7-27-2021
AS SHOWN	
DATE	7-27-2021
DESIGNED BY	
CHECKED BY	
DATE	7-27-2021
SCALE	1" = 30'-0"

SITE PLAN

OCEANSIDE RESORT

109 CARROLL STREET

ISLAMORADA, FLORIDA

C-1



Council Communication

To: Mayor and Village Council
From:
Date: December 6, 2022
SUBJECT: Shoreline Setback Variance Request Safe Harbor

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

Background:

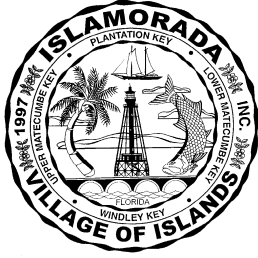
Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: 1. 12062022_RVCM_TAB 10_Safe_Harbor Variance



Council Communication

To: Mayor and Village Council

Through: Ted Yates, Village Manager

From: Daniel J. Gulizio, Planning and Development Services Director

Date: November 22, 2022

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

Background:

The subject property is located on the north side of Overseas Highway (U.S. 1) on Upper Matecumbe Key. The property is zoned Marine Use (MR) and is located within the Mixed Use (MU) Future Land Use Map (FLUM) category. The western portion of the property, which is undeveloped, is zoned Conservation (C) District and is located within the Conservation (C) FLUM category. The site is improved with a marina (Safe Harbor), including both dry and wet boat storage and a restaurant (Square Grouper).

The property maintains a lot area of approximately 7.7 acres, including conservation land and underwater land and approximately 2.75 of upland property, excluding conservation lands and underwater land. The site is adjacent to undeveloped conservation lands to the east and west. To the south, across U.S. 1, there is an existing marine sales use.

The applicant is requesting a shoreline setback variance of nine (9) feet instead of the minimum required ten (10) feet to remove and replace existing boat storage racks. The existing racks are located within the northwest corner of the property. These racks would be removed, and the new racks would be situated to the east of the existing racks but still within the northwest corner of the property. The degree of relief requested is ten percent (10%) or nine (9) feet, instead of the minimum required ten (10) feet.

Existing Habitat:

The portion of the subject parcel that is currently improved with a marina and restaurant is scarified. The remaining (western) portion of the property consists of hammock, both high quality and disturbed.

Existing Flood Zone:

The Subject Property is located within a number of FEMA Flood Zones including Zone AE, Zone X, Zone AE(8), and Zone VE (EL. 11).

Analysis:

Variances are governed by sec. 30-221 of the Village Code. "A variance is relaxation of the terms of this chapter where such action will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of actions of the applicant, a literal enforcement of this chapter would result in unnecessary and undue hardship on the property. As used in this section, a variance is authorized only for height, setbacks, parking, and loading requirements, and landscaping, unless otherwise specified in this chapter. Under no circumstances shall the director of planning and development services or the village council grant a variance to permit a floor area ratio or a use not permitted under the terms of this chapter."



Location Map

Pursuant to Sec. 30-221 (d) *When considering an application for a variance, the director and village council shall consider the following factors, and no variance shall be approved which fails to meet any standard below. Failure to comply with any standard shall be deemed adverse to the public interest.*

(1) Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district;

(2) The special conditions and circumstances do not result from the actions of the applicant;

(3) Literal interpretation of the provisions of this chapter deprives the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this chapter and works unnecessary and undue hardship on the applicant;

(4) Granting the variance requested conveys the same treatment to the individual owner as to the owner of other lands, buildings, or structures in the same zoning district;

(5) The variance, if granted, is the minimum variance that makes possible the reasonable use of the land, building, or structure; and

(6) The grant of the variance is in harmony with the general intent and purpose of this chapter, and is not injurious to the neighborhood, or otherwise detrimental to the public welfare.

In this instance, the applicant is seeking a one (1) foot reduction in the shoreline setback to replace and relocate boat storage racks on site. The area to be impacted is disturbed (scarified) habitat and the proposed boat racks would be relocated further from any existing conservation lands. The impact on surrounding properties is minimal as the proposed racks would be situated in a central location on the property adjacent to the existing interior marina facility. There are no additional reliefs sought in conjunction with the subject application.

One concern evidenced in connection with the review of the subject application involves parking. While the applicant is not seeking a parking relaxation, parking in connection with the operation of the existing restaurant on site (Square Grouper) has resulted in parking within the right-of-way of Overseas Highway (U.S. 1). The ongoing parking shortfall has been addressed within the conditions recommended at the conclusion of this Council Communication.

Budget Impact:

There is no impact to the Budget.

Staff Impact:

There is no impact on the Staff.

Recommendation:

Staff has reviewed the request for the proposed Shoreline Setback Variance and determined that the proposed relief is consistent with the goals, objectives, and policies of the comprehensive plan and complies with applicable provisions of the Code of Ordinances. Staff respectfully recommends that the Village Council **APPROVE** the proposed Shoreline Setback variance by adoption of the attached Resolution, subject to the following Conditions of Approval:

1. Use of the subject premises shall be limited to a marina with a maximum of 234 dry slip boat racks and eighteen (18) wet slips. A maximum of 11,490 square feet of commercial floor area shall also be permitted including a restaurant with a maximum occupancy of 129 persons, business offices with a maximum occupancy of 43 persons, an assembly area with a maximum occupancy of 172 persons, for a total maximum building occupancy of 344 persons.

2. A minimum shoreline setback of nine (9) feet instead of the minimum required ten (10) feet shall be maintained for the proposed dry slip boat racks as shown on the site plan prepared by Matthew S. Speath, PE, dated August 2, 2022, and entitled Dry Storage Rack Site Plan for SHM Islamorada, Monroe County Florida.

3. Applicant/owner shall provide a five (5) year water quality monitoring plan pursuant to Comprehensive Plan Policy 5-1.2.13 (10)(a) as noted below:

Special Approvals:

a. For structures serving commercial uses, public uses, or more than three dwelling units, the Director of Planning and Development Services may approve deviations from the adopted standards as a minor conditional use. Such approval may include additional structures or uses provided that such approval is consistent with any permitted uses, densities, and intensities of the land use district, furthers the purposes of this plan, is consistent with the general standards applicable to all uses, and the proposed structures are located in a disturbed area of an altered shoreline. Such additional uses are limited to waterfront dining areas, pedestrian walkways, public monuments or statues, informational kiosks, fuel or septic facilities and water-dependent marina uses. Any such development shall make adequate provision for a water quality-monitoring program for a period of five (5) years after the completion of the development.

Applicant/owner agrees to submit a water quality monitoring plan for review and approval to the Department of Planning and Development Services prior to the issuance of any permits for the proposed dry slip boat racks.

4. All parking shall be provided on site. In the event adequate parking cannot be provided on site, applicant/owner agrees to provide a shared parking plan for review and approval to the Village Department of Planning and Development Services. In the event parking along U.S. 1 Overseas Highway continues, the Village Council reserve the right to hold a public hearing to address any ongoing parking shortfalls including through a reduction in the overall intensity of use of the subject property.

5. Except as otherwise provided herein, applicant/owner agrees to comply in all respects with any applicable Federal, State, County, or local rules and regulations.

6. All conditions shall be enforceable through all the powers of the Village Attorney's Office and the Village Council reserves the right after due public hearing, to rescind any prior approvals and/or terminate operation of the existing use if violation of the conditions persists.

7. Applicant/owner shall obtain a Certificate of Occupancy or Certificate of Compliance for any existing structures and/or uses prior to the issuance of any permits for the proposed dry slip boat racks.

8. Except as otherwise provided herein, applicant/owner agrees to comply in all respects with all prior approvals including, but not limited to, Minor Deviation to Major Conditional Use MD-09-01, dated September 8, 2009, Major Conditional Use Approval Resolution NO. 09-06-41, dated June 11, 2009, Resolution NO. 09-07-59, dated July 23, 2009, and Resolution NO. 06-12-93, dated December 14, 2006.

Prepared by and return to:
Planning and Development Services Department
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

RESOLUTION NO. 22-XX

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

WHEREAS, SHM ISLAMORADA LLC (the "Applicant") is the owner of property located at 80460 Overseas Highway on Upper Matecumbe Key, with Parcel Identification Number 00096390-000100 and legally described below (the "Property") within Islamorada, Village of Islands, Florida (the "Village"); and,

WHEREAS, the Applicant has submitted an application for a Shoreline Setback Variance from Section 30-695 (e) of the Village Code of Ordinances (the "Code"), to allow for a reduction in the required setback from a minimum setback of ten (10) feet from the Mean High Water Line (MHWL) for accessory structures to nine (9) feet to allow for the replacement and relocation of dry storage boat racks, on the Property legally described below; and,

WHEREAS, on December 6, 2022, the Village Council of Islamorada, Village of Islands, Florida (the "Village Council") conducted a duly noticed Public Hearing regarding the Variance Request (the "Request").

**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, correct, and incorporated herein by this reference.

Section 2. **Findings of Fact.** The Village Council, having considered the Request, the relevant support materials and public testimony given at the Hearing, does hereby find and determine:

1. The Request [**complies/does not comply**] with the standards of Code Sec. 30-221(d) for considering Variances.

2. The Request [**is/is not**] consistent with the goals, objectives, and policies of the Village Comprehensive Plan, including standards for building and structural intensities and densities, and intensities of use.

3. The Village Council, having considered the testimony and evidence presented by all parties, including Village Staff, does hereby find and determine:

a. The Application for a Variance [**does/does not**] meet the requirements set forth in Code Section 30-221 and [**has/has not**] demonstrated through competent substantial evidence that the criteria for granting the Request have been met; and,

b. The Village Council [**approves/denies**] the Request submitted by the Applicant, for the following described property:

Parcel A

On the Island of Upper Matecumbe, in the County of Monroe, and the State of Florida, and known as part of Government Lot 1, Section 5, Township 64 South, Range 37 East,

but better known as being part of Lot 7, George Mac Donald's Subdivision of part of Government Lot 1 and all of Lots 2 and 3 of Section 32, Township 63 South, Range 37 East and all of Lot 1, Section 5, Township 64 South, Range 37 East as recorded in Plat Book 1 at Page 41 of the Public Records of Monroe County, Florida and bounded and described as follows:

Commencing at a point 1,115 feet Northeasterly from a point where the Southeasterly shoreline intersects the Section line dividing Sections 5 and 6, Township 64 South, Range 37 East and running thence in a Northeasterly direction along the said shoreline 203 feet; thence North 25° West 1170 feet, more or less to the waters of the Bay; thence along the Bay shoreline in a Southwesterly direction 203 feet; thence South 25° East 1170 feet, more or less to the Southeast shoreline and the Point of Beginning.

AND EXCEPTING THERE FROM:

The right-of-way of the Florida East Coast Railroad (Overseas Highway) as constructed, being a strip of land 100 feet wide on and across said land;

AND FURTHER EXCEPTING THEREFROM:

All that portion of the above described property lying Southeasterly of the Southeasterly right-of-way line of Overseas Highway, State Road No. 5.

c. The request is subject to the following Condition of Approval:

1. Use of the subject premises shall be limited to a marina with a maximum of 234 dry slip boat racks and eighteen (18) wet slips. A maximum of 11,490 square feet of commercial floor area shall also be permitted including a restaurant with a maximum occupancy of 129 persons, business offices with a maximum occupancy of 43 persons, an assembly area with a maximum occupancy of 172 persons, for a total maximum building occupancy of 344 persons.

2. A minimum shoreline setback of nine (9) feet instead of the minimum required ten (10) feet shall be maintained for the proposed dry slip boat racks as shown on the site plan prepared by Matthew S. Speath, PE, dated August 2, 2022, and entitled Dry Storage Rack Site Plan for SHM Islamorada, Monroe County Florida.

3. Applicant/owner shall provide a five (5) year water quality monitoring plan pursuant to Comprehensive Plan Policy 5-1.2.13 (10)(a) as noted below:

Special Approvals:

a. For structures serving commercial uses, public uses, or more than three dwelling units, the Director of Planning and Development Services may approve deviations from the adopted standards as a minor conditional use. Such approval may include additional structures or uses provided that such approval is consistent with any permitted uses, densities, and intensities of the

land use district, furthers the purposes of this plan, is consistent with the general standards applicable to all uses, and the proposed structures are located in a disturbed area of an altered shoreline. Such additional uses are limited to waterfront dining areas, pedestrian walkways, public monuments or statues, informational kiosks, fuel or septic facilities and water-dependent marina uses. Any such development shall make adequate provision for a water quality-monitoring program for a period of five (5) years after the completion of the development.

Applicant/owner agrees to submit a water quality monitoring plan for review and approval to the Department of Planning and Development Services prior to the issuance of any permits for the proposed dry slip boat racks.

4. All parking shall be provided on site. In the event adequate parking cannot be provided on site, applicant/owner agrees to provide a shared parking plan for review and approval to the Village Department of Planning and Development Services. In the event parking along U.S. 1 Overseas Highway continues, the Village Council reserve the right to hold a public hearing to address any ongoing parking shortfalls including through a reduction in the overall intensity of use of the subject property.

5. Except as otherwise provided herein, applicant/owner agrees to comply in all respects with any applicable Federal, State, County, or local rules and regulations.

6. Applicant/owner agrees to submit a stormwater management plan for review and approval prior to the issuance of any permits.

7. All conditions shall be enforceable through all the powers of the Village Attorney's Office and the Village Council reserves the right after due public hearing, to rescind any prior approvals and/or terminate operation of the existing use if violation of the conditions persists.

8. Applicant/owner shall obtain a Certificate of Occupancy or Certificate of Compliance for any existing structures and/or uses prior to the issuance of any permits for the proposed dry slip boat racks.

9. Except as otherwise provided herein, applicant/owner agrees to comply in all respects with all prior approvals including, but not limited to, Minor Deviation to Major Conditional Use MD-09-01, dated September 8, 2009, Major Conditional Use Approval Resolution NO. 09-06-41, dated June 11, 2009, Resolution NO. 09-07-59, dated July 23, 2009, and Resolution NO. 06-12-93, dated December 14, 2006.

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 applicable provisions of the LDRs, and **[will/will not]** be detrimental to the community as a whole.

(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 substantial competent evidence contained within the record.

(3) The Request is hereby **[APPROVED/DENIED]**.

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 Applicant 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:

Councilman Mark Gregg _____

Councilwoman Elizabeth Jolin _____

Councilman Joseph B. Pinder III _____

Councilwoman Sharon Mahoney _____

Councilman Henry Rosenthal _____

PASSED AND ADOPTED THIS 6th DAY OF December, 2022.

, 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, ESQ., INTERIM VILLAGE ATTORNEY



Islamorada, Village of Islands
Planning & Development Services
86800 Overseas Highway, Islamorada, FL 33036
T: 305-664-6400, F: 305-664-6467

APPLICATION FOR VARIANCE

Pursuant to Code Chapter 30, Article IV, Division 2

Application Type:	Fee:	*Deposit:	Total Fee:
☐ Residential	\$1,500.00	\$500.00	\$2,000.00
☒ Nonresidential	\$2,000.00	\$500.00	\$2,500.00

* A deposit is required for development approval or permits which necessitate additional review and processing, and/or public hearing and notice requirements. Applicants are required to pay a cost recovery deposit which shall be credited toward the fee charged for such additional review and processing and shall pay additional deposits as may be required from time to time. A debit based upon the actual time expended in reviewing an application and the applicable actual amount charged to the Village shall be charged against the cost recovery deposit.

PLEASE NOTE: THIS APPLICATION IS ACCEPTED BY APPOINTMENT ONLY.

An application must be deemed complete and in compliance with the Village Code by Staff prior to the items being scheduled for review. **See list of required submittals and documents below.**

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: Speath Engineering
Mailing Address: 1111 Brickell Avenue Miami, Florida 33131
Primary Phone: (305)-834-4213 Fax: _____
Email: mspeath@speathengineering.com

PROPERTY OWNER:

Name: SHM Islamorada, LLC.
Mailing Address: 14785 Preston Rd. Ste.975 Dallas,Texas 75254
Primary Phone: (972) 488-1314 Fax: _____
Email: _____

LEGAL DESCRIPTION OF PROPERTY: If in metes and bounds, attach legal description on separate sheet.

Physical Address: 80461 Overseas Highway Mile Marker: _____
Lot: 1,2,3,7 Block: _____ Subdivision: George Mac Donald's Subdivision
☐ Plantation Key ☐ Windley Key ☒ Upper Matecumbe Key ☐ Lower Matecumbe Key
Real Estate (RE) Number: 00096390-000100 Alternate Key: _____

PROPERTY DESCRIPTION:

Zoning District: MR (Marine Use) Future Land Use Category: MU (Mixed Use)
Total Land Area: _____ Square Feet 111,513.60 Acres
Existing Use of Property: Retail-Marina Restaurant, Fuel Pumps

Proposed Use of Property: No change in use

Application for Variance

PROPOSED VARIANCE:

State the Code Section(s) and the Land Development Regulations standard(s) required (i.e., setbacks, parking, loading, landscaping): Variance from Section 30-1542. - Shoreline setback, requiring a 10-foot setback from the existing marina seawall shoreline, to a proposed setback of 9-feet.

PROPOSED VARIANCE (Continued):

Describe the variance requested: As part of the planned improvements of the existing marina, a new boat rack is proposed as part of the improvements as outlined in application PLSPR20220092. In order to maintain functionality of the boat forklifts accessing the proposed rack, the rack was shifted slightly to encroach on the required setback.

List all applications for development permits submitted for the site within the past three (3) years. Please indicate the type of application, name of applicant, date of application and whether the application was approved, denied or withdrawn. PLSR20200208- Site Plan Approval, Victor Bellestas, Approved Jan 6,2021
PLCUP20180281- Conditional use Minor Deviation
PLSPR20220092 - Site Plan Application

CRITERIA: No variance shall be approved which fails to meet any standard below. Failure to comply with any standard shall be deemed adverse to the public interest. Please describe how the proposed variance meets each standard. Attach additional sheets if necessary.

1. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district: Due to the existing configuration of the subject site, the proposed boat rack has been shifted slightly to encroach on the required setback by 1-foot. This encroachment is necessary to maintain functionality of the proposed boat rack.
2. The special conditions and circumstances do not result from the actions of the applicant: The existing configuration of the site is due to previous development of the site, site configuration, and unique site constraints.
3. Literal interpretation of the provisions of the Land Development Regulations ("LDRs") deprives the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the LDRs and works unnecessary and undue hardship on the applicant: The shoreline setback is based on the man-made seawall location. The location of the seawall is balanced to maintain functionality of boat circulation in the narrow basin as well as allow for forklift circulation and operation on the upland portion. This minor shift in setback allows both areas of circulation to operate in a functional manner.
4. Granting the variance requested conveys the same treatment to the individual owner as to the owner of other lands, buildings, or structures in the same zoning district: The variance as requested represents a minimal impact based on existing conditions and is a minimal impact to the subject property. Owners of other lands in the same zoning district would be expected to receive the same treatment, as this is the intent of the variance process, to address small deviations from the LDR.
5. The variance, if granted, is the minimum variance that makes possible the reasonable use of the land, building, or structure: The requested variance is the minimum dimension that balances upland and water-dependant operations.

Application for Variance

6. The grant of the variance is in harmony with the general intent and purpose of this chapter, and is not injurious to the neighborhood, or otherwise detrimental to the public welfare: The requested variance is very minor in harmony and general intent of the LDR. No detrimental impacts to the neighborhood or public welfare will be created by allowing the encroachment of the boat racks 1-foot into the required 10-foot shoreline setback.

REQUIRED SUBMITTALS: All of the following must be submitted in order to have a complete application.

- ☒ **Correct application fee.** Check or money order to "Islamorada, Village of Islands".
- ☒ **Notarized agent authorization letter**, if applicable, including the agent's name, address and phone number authorizing the applicant/agent to act on all property owners' behalf.
- ☒ **Proof of ownership** e.g. warranty deed, lease or pending sale contract.
- ☒ **Property record card(s)** from the Monroe County Property Appraiser.
- ☒ **Location map** showing where the project is located on the Key.
- ☒ **Photographs** of site from adjacent streets or a recent aerial photograph with property boundaries delineated.
- ☒ **Signed and sealed survey** prepared by a Florida registered surveyor. The survey shall include elevations and location of all existing structures, paved areas, location of all utility structures, all easements, all bodies of water on and adjacent to the site, docks, piers, mean high water line and total acreage by habitat.
- ☒ **Site plan** prepared by a professional architect, engineer, or landscape architect. See Code Section 30-215 for minimum site plan requirements.

If deemed necessary to complete a full review of the application, the Planning and Development Services Department reserves the right to request additional information.

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.

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.

[Signature]
Signature of Applicant

November 14, 2022
Date

Print Name: Matthew S. Speath

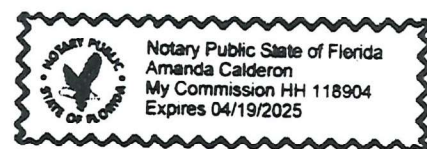
STATE OF Florida

COUNTY OF Miami-Dade

Sworn to and subscribed before me by means of ☒ physical appearance or ☐ online notarization, this 14th day of November, 20 22, by Matthew Speath (name of person signing the application) as President (type of authority e.g. officer, manager / member, trustee, attorney in fact) for Speath Engineering (name of entity or party on behalf of whom application was executed).

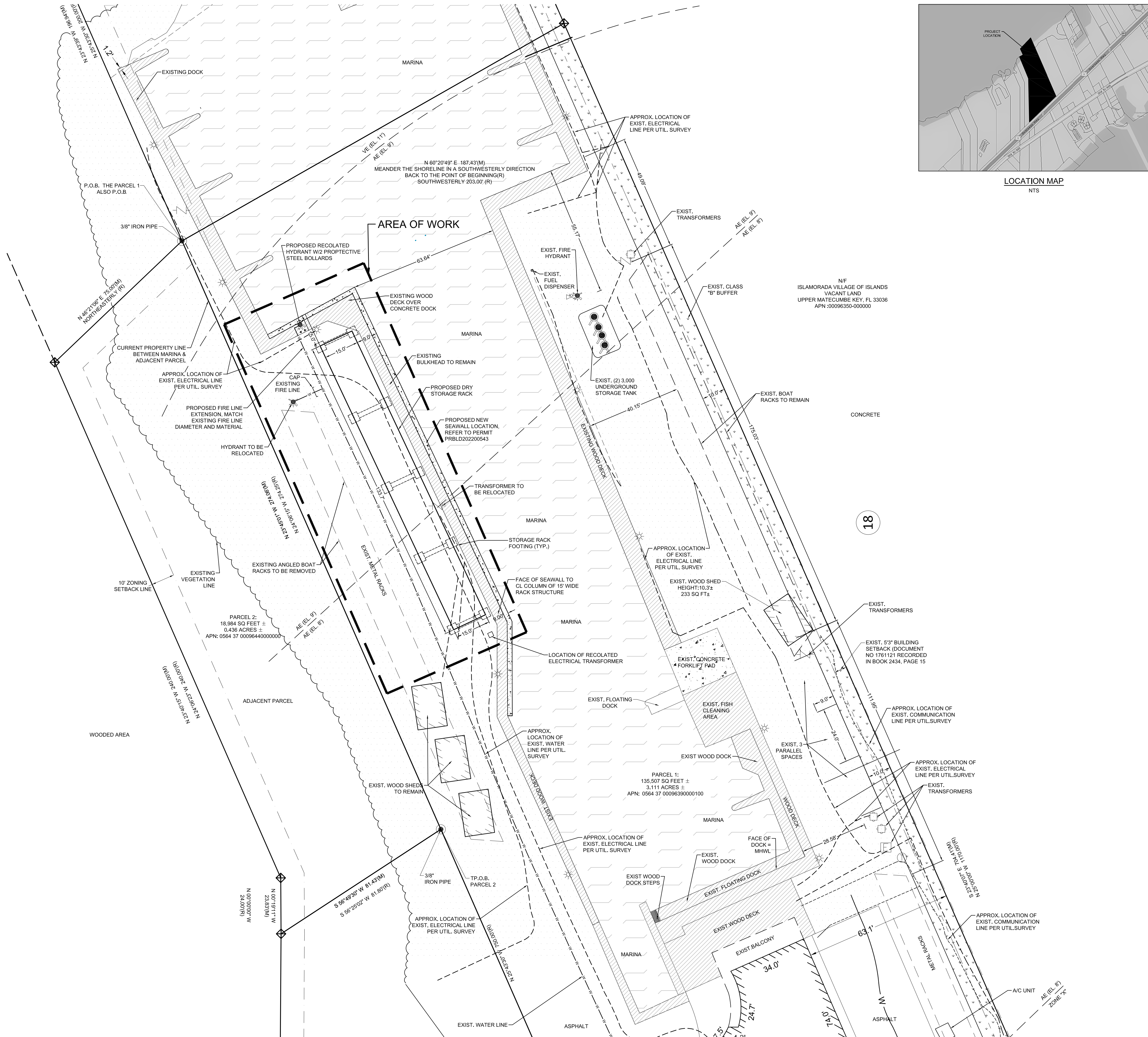
[Signature]
Signature of Notary Public

SEAL:



☒ Personally Known ☐ Produced Identification

Type of ID



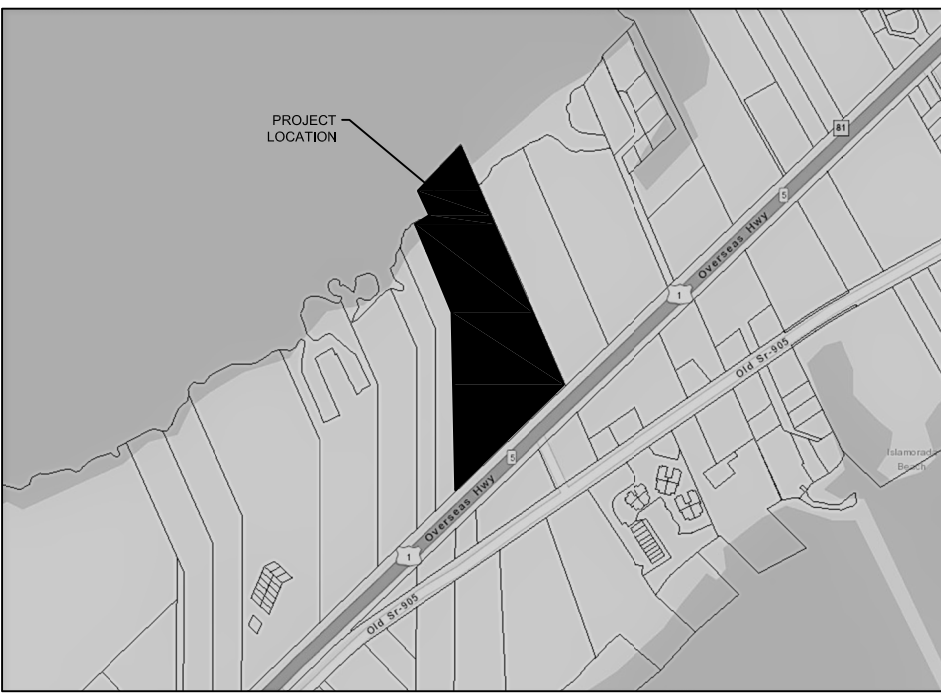
SITE INFORMATION & NOTES:

SITE INFORMATION BASED ON A SURVEY PREPARED BY:
BLEW & ASSOCIATES, P.A., DAVID A NIX, 3825 NORTH SHILOH DRIVE,
FAYETTEVILLE, ARKANSAS, 72703, ENTITLED: "ALTAINSPS LAND TITLE
SURVEY ISLAMORADA MARINA", DATED REVISED: 01/28/21.

PARCEL ID #:
00096390-000100

ADDRESS:
80460 OVERSEAS Hwy
UPPER MATECUMBE KEY
ISLAMORADA, MONROE COUNTY, FL

SCOPE OF WORK:
REMOVE EXISTING METAL RACKS AND CONSTRUCT NEW RACK
STRUCTURE AT LOCATION AS SHOWN. MINOR RELOCATION OF SITE
UTILITIES RELATED TO THE RACK INSTALLATION.

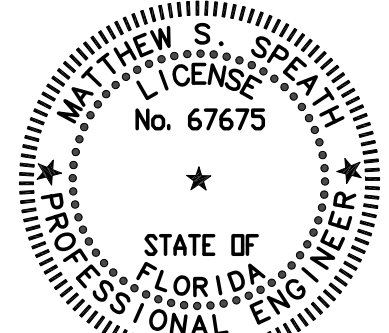


LOCATION MAP
NTS

REVISIONS	DATE	BY

SPEATH
ENGINEERING
SPEATH ENGINEERING FL, LLC - III BRICKELL AVE, 10TH FL
MIAMI, FL 33131 - PHONE: 305-834-4213

DRY STORAGE RACK SITE PLAN
FOR
SHM ISLAMORADA
MONROE COUNTY, FLORIDA



08/02/2022
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MATTHEW S. SPEATH P.E. ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

MATTHEW S. SPEATH P.E.
LIC. #67675
FBPE # 31292

DRAWN	CRO
CHECK	MSS
DATE	08/02/22
SCALE	1" = 20'
PROJ. NO.	F21-61

SHEET:
C1
1 OF 1

This instrument prepared by:
Michael Brown, Senior Planner
Islamorada Village of Islands
Planning and Development Services Dept.
PO Box 568
Islamorada, FL 33036

Doc# 1625045
Bk# 2269 Pg# 1124

After recording return to:
Michael Brown, Senior Planner
Islamorada Village of Islands
Planning and Development Services Dept.
PO Box 568
Islamorada, FL 33036
RE#: 00096390-000100



**MAJOR CONDITIONAL USE AND SITE PLAN APPROVAL
RESOLUTION NO. 06-12-93**

A RESOLUTION GRANTING WITH CONDITIONS THE REQUEST FILED BY SOUTHFORK DEVELOPMENT GROUP FOR SITE PLAN AND MAJOR CONDITIONAL USE APPROVAL FOR THE DEVELOPMENT OF 196 DRY SLIP BOAT RACKS, 29 WET SLIPS, 4,250 SQUARE FEET OF NON-RESIDENTIAL FLOOR AREA AND FIVE AFFORDABLE HOUSING UNITS FOR PROPERTY LOCATED AT 80461 OVERSEAS HIGHWAY, LEGALLY DESCRIBED AS PART OF LOT 7, GEORGE MACDONALD'S SUBDIVISION, PART OF GOVERNMENT LOT 1 AND ALL OF LOTS 2 AND 3 OF SECTION 32, TOWNSHIP 63 SOUTH, RANGE 37 EAST AND ALL OF LOT 1, SECTION 5, TOWNSHIP 64 SOUTH, RANGE 37 EAST AS RECORDED IN PLAT BOOK 1 AND PAGE 41 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, MILE MARKER 80.4, WITH THE REAL ESTATE NUMBER 00096390-000100.; PROVIDING FOR THE TRANSMITTAL OF THIS RESOLUTION TO THE STATE DEPARTMENT OF COMMUNITY AFFAIRS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Southfork Development Group (the "Applicant") is the owner of property located at 80461 Overseas Highway, Upper Matecumbe Key at approximately Mile Marker 80.4 (the "Property"); and

WHEREAS, the Applicant's agent is Pete Bacheler, Land Use Coordinator for Hershoff, Lupino & Yagel; and

WHEREAS, pursuant to Section 30-695(d) "Marine Use" of the Village Code (the "Code"),

marina redevelopment requires major conditional use approval; and

WHEREAS, pursuant to Division 2 "*Development Review Process*" of Article 4 "*Administrative Procedures*", Chapter 30 "*Land Development Regulations*" (LDRs) of the Code, the Applicant has applied for Major Conditional Use Approval and Site Plan Approval for marina redevelopment (the "Request"); and

WHEREAS, the Islamorada, Village of Islands Development Review Committee (the "DRC") conducted a review of the Site Plan and Major Conditional Use Approval applications (the "Applications") during a meeting held on October 23, 2006 and recommended approval of the Application with conditions to the Director of Planning and Development Services (the "Director"); and

WHEREAS, pursuant to the applicable provisions of the Village Land Development Regulations (the "LDRs"), the Director in his staff report recommended to the Village Council of Islamorada, Village of Islands, Florida (the "Village Council") that the Site Plan and Major Conditional Use be approved with conditions; and

WHEREAS, the Village Council considered the Request, the Director's recommendation, along with supporting documents and materials during a properly advertised public hearing held on December 14, 2006.

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, correct, and incorporated herein by this reference.

Section 2. **Findings of Fact.** The Village Council, having considered the testimony and evidence presented by all parties, including the Applicant, does hereby find and determine:

1. On July 28, 2006 and August 30, 2006 the Applicant submitted applications for Site Plan and Major Conditional Use Approval for the Request on the Property.
2. The Property is composed of land totaling approximately 2.56 acres.
3. The Property will be located in the Mixed Use (MU) Future Land Use Map Category and the Marine Use (MR) Zoning District.
4. The Site Plan and Major Conditional Use Approval are consistent with the purposes, goals, objectives, and policies of the Village Comprehensive Plan and LDRs.

Section 3. Conclusions of Law. Based upon the above Findings of Fact, the Council does hereby make the following Conclusions of Law:

1. The Applications have been processed in accordance with the applicable provisions of the Village Land Development Regulations, and will not be detrimental to the community as a whole.
2. 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. The Application for Site Plan and Major Conditional Use Approval is hereby **GRANTED**, subject to the conditions imposed below.

Section 4. Conditions Imposed. Granting of the Site Plan and Major Conditional Use Approval are subject to the following conditions:

1. The Applicant shall pay any outstanding Cost Recovery Fees within 60 days of receipt of an invoice from the Village.
2. The Applicant shall pay all applicable impact fees prior to the issuance of a building permit.
3. Any lighting for the proposed development shall comply with Village Code Sec. 30-792.
4. The Applicant shall ensure that the indicated fire hydrants are in place and tested prior to commencement of construction.
5. Any proposed landscaping around the FKEC main line on US 1 must provide and maintain a 25-foot clearance from poles and lines.
6. The Applicant shall receive final approval from FDOT for the new proposed access connection prior to building permit issuance.

Section 5. Conflicting Provisions. In the event the conditions or time limitations contained herein, and any conditions or time limitations of any subsequent development approval granted by the Village, or the Village LDRs are in conflict, the more restrictive shall apply.

Section 6. Violation of Conditions. The Applicant understands and acknowledges that he must comply with all of the terms and conditions herein, and all other applicable requirements of the Village or other governmental agencies before he may commence construction or operation of any use authorized herein. In accordance with Section 30-224(e) of the LDRs, this approval may be revoked by the Village Council upon a determination that the applicant or its successor or designee is in non-compliance with this Resolution or the Village Code. Failure to adhere to the terms and conditions of approval contained herein is a violation of the Village Code and persons found violating the conditions shall be subject to the penalties prescribed by the Village Code.

Section 7. Effective Date. This Development Order shall not take effect for thirty (30) days following the date it is filed with the Village Clerk, and during that time shall be subject to appeal as provided in the LDRs. An appeal shall stay the effectiveness of this Development Order until said appeal is resolved. The Applicant shall not take any action with respect to this Development Order until it has been rendered to, and approved by, the State Department of Community Affairs in accordance with the provisions of 9J-1, F.A.C.

Section 8. Term. This Development Order shall become null and void, with no further notice required by the Village, unless a complete building permit application for site preparation and building construction with revised plans, as required herein, is submitted to the Village Building Official within the timeframe specified in the LDRs. All required certificates of occupancy shall be procured within two (2) years of the date of this Development Order unless a time

extension is granted by the Director or the Village Council. If this Development Order is appealed under the LDRs or by DCA, the above time limits shall be tolled until the appeals are resolved.

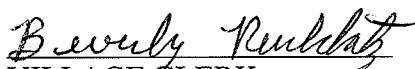
The foregoing Resolution was offered by Councilwoman Hill, who moved for its adoption. This motion was seconded by Vice Mayor Reckwerdt, and upon being put to a vote, the vote was as follows:

Mayor Chris Sante	YES
Vice Mayor Michael Reckwerdt	YES
Councilman Don Achenberg	YES
Councilman Dave Boerner	NO
Councilwoman Cathi Hill	YES

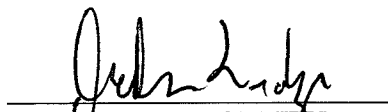
PASSED AND ADOPTED THIS 14 DAY OF DECEMBER, 2006.


CHRIS SANTE, MAYOR

ATTEST:

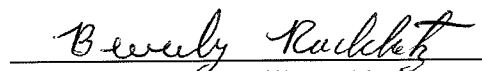

VILLAGE CLERK

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


VILLAGE ATTORNEY



This Resolution was filed in the Office of the Village Clerk on this 19 day of January, 2007.


Beverly Raddatz, Village Clerk

CERTIFICATE OF SERVICE

A true and correct copy of the above and foregoing Resolution was furnished to the Applicant, via U.S. certified mail, return receipt requested, addressed to Pete Bacheler, Hershoff, Lupino & Yagel, 90130 Old Highway, Tavernier, FL 33070, as agent for the Applicant, this 19 day of January, 2007.

Beverly Raddatz
Beverly Raddatz, Village Clerk

NOTICE

Pursuant to Section 30-224 of the LDRs, upon expiration of any time period established by this chapter (the LDRs) or this development permit, or non-compliance with a condition of approval, no new development permits affecting the property shall be issued by the Village, and no action which might tend to vest the development permit shall be permitted, until a determination is made by the Director on the status of the development permit. If the Director determines that any time period has expired or non-compliance with a condition of approval has occurred, the Director shall file with the Clerk of the Circuit Court a notice of such time expiration or non-compliance, which shall be placed with the records governing title to the affected property. The Village Council shall then give consideration of action at a public hearing.

This development permit shall not take effect for thirty (30) days following the date of its filing with the Village Clerk, and during that time, the permit shall be subject to appeal as provided in Section 30-281 of the LDRs. An appeal shall stay the effectiveness of this instrument until resolved.

In addition, please be advised that pursuant to Chapter 9J-1 of the Florida Administrative Code, this development permit shall not be acted upon by the Applicant until forty-five (45) days following the rendition to the DCA. During those 45 days, the DCA may appeal this development permit to the Florida Land and Water Adjudicatory Commission, and that such an appeal stays the effectiveness of this instrument until the appeal is resolved by agreement or order.

**MONROE COUNTY
OFFICIAL PUBLIC RECORD**

This instrument prepared by:
Joseph Cearley, Planner
Islamorada Village of Islands
Planning and Development Services Dept.
PO Box 568
Islamorada, FL 33036

Doc# 1761120 09/30/2009 3:19PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

Doc# 1761120
Bk# 2434 Pg# 1

After recording return to:
Joseph Cearley, Planner
Islamorada Village of Islands
Planning and Development Services Dept.
PO Box 568
Islamorada, FL 33036
RE#: 00096390-000100

**MAJOR CONDITIONAL USE APPROVAL
RESOLUTION NO. 09-06-41**

A RESOLUTION APPROVING THE REQUEST FILED BY WPG1, LLC FOR MAJOR CONDITIONAL USE APPROVAL FOR THE REDEVELOPMENT OF A MARINA CONSISTING OF 234 DRY SLIP BOAT RACKS, 18 WET SLIPS, AND 11,490 SQUARE FEET OF NON-RESIDENTIAL FLOOR AREA FOR PROPERTY LOCATED AT 80461 OVERSEAS HIGHWAY AND AS LEGALLY DESCRIBED IN EXHIBIT "A"; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, WPG 1, LLC (the "Applicant") is the owner of property located at 80461 Overseas Highway, Upper Matecumbe Key at approximately Mile Marker 80.4 (the "Property") and as legally described in Exhibit "A"; and

WHEREAS, pursuant to Section 30-695(d) "Marine Use" of the Village Code (the "Code"), marina redevelopment requires major conditional use approval; and

WHEREAS, pursuant to Division 2 "*Development Review Process*" of Article IV "*Administrative Procedures*", Chapter 30 "*Land Development Regulations*" (LDRs) of the Code, the Applicant has applied for Major Conditional Use Approval for marina redevelopment (the "Request"); and

WHEREAS, the Islamorada, Village of Islands Development Review Committee (the "DRC") conducted a review of the site plan prepared by Sam Murray of Robert Barnes and

Associates, dated April 20, 2009 (Exhibit "B") during a meeting held on May 26, 2009 and recommended approval of the Application with conditions to the Director of Planning and Development Services (the "Director"); and

WHEREAS, pursuant to the applicable provisions of the Village Land Development Regulations (the "LDRs"), the Director in his staff report recommended to the Village Council of Islamorada, Village of Islands, Florida (the "Village Council") that the Major Conditional Use be approved with conditions; and

WHEREAS, the Village Council considered the Request, the Director's recommendation, along with supporting documents and materials during a properly advertised public hearing held on June 11, 2009.

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, correct, and incorporated herein by this reference.

Section 2. **Findings of Fact.** The Village Council, having considered the testimony and evidence presented by all parties, including the Applicant, does hereby find and determine:

1. On March 20, 2009 the Applicant submitted an application for Major Conditional Use Approval for the Request on the Property.
2. The Property is composed of land totaling approximately 2.56 acres.
3. The Property is to be located in the Mixed Use (MU) Future Land Use Map Category and the Marine Use (MU) Zoning District.
4. The Major Conditional Use Approval is consistent with the purposes, goals, objectives, and policies of the Village Comprehensive Plan and LDRs.

Section 3. Conclusions of Law. Based upon the above Findings of Fact, the Council does hereby make the following Conclusions of Law:

1. The Application has been processed in accordance with the applicable provisions of the Village Land Development Regulations, and will not be detrimental to the community as a whole.
2. 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. The Application for Major Conditional Use Approval is hereby granted, subject to the conditions imposed below.

Section 4. Conditions Imposed. Granting of the Major Conditional Use Approval is subject to the following conditions:

1. The Applicant shall pay any outstanding Cost Recovery Fees within 60 days of receipt of an invoice from the Village.
2. The Applicant shall pay all applicable impact fees prior to the issuance of a building permit.
3. Any lighting for the proposed development shall comply with Village Code Sec. 30-792.
4. The Applicant shall ensure that required fire hydrants are in place and tested prior to commencement of construction.
5. Any proposed landscaping around the FKEC main line on US 1 must maintain a 25-foot clearance from all poles and lines.
6. The Applicant must provide a clear horizontal distance of 15 feet and a clear vertical distance of 14 feet for fire/safety access.

7. The maximum height of the beam or supporting structure storing vessels or trailers shall not exceed 25 feet from existing grade.

Section 5. Conflicting Provisions. In the event the conditions or time limitations contained herein, and any conditions or time limitations of any subsequent development approval granted by the Village, or the Village LDRs are in conflict, the more restrictive shall apply.

Section 6. Violation of Conditions. The Applicant understands and acknowledges that he must comply with all of the terms and conditions herein, and all other applicable requirements of the Village or other governmental agencies before he may commence construction or operation of any use authorized herein. In accordance with Section 30-224(e) of the Village Code, this approval may be revoked by the Village Council upon a determination that the Applicant or its successor or designee is in non-compliance with this Resolution or the Village Code. Failure to adhere to the terms and conditions of approval contained herein is a violation of the Village Code and persons found violating the conditions shall be subject to the penalties prescribed by the Village Code.

Section 7. 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 Village 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 DCA, pursuant to Chapter 9J-1 of the Florida Administrative Code. During those forty-five (45) days, the DCA may appeal this Resolution to the Florida Land and Water Adjudicatory Commission, and that such an appeal stays the effectiveness of this instrument until the appeal is resolved by agreement or order.

Section 8. Term. This Development Order shall become null and void, with no further notice required by the Village, unless a complete building permit application for site preparation

and building construction with revised plans, as required herein, is submitted to the Village Building Official within the timeframe specified in the Village Code. All required certificates of occupancy shall be procured within three (3) years of the date of this Development Order unless a time extension is granted by the Director or the Village Council. If this Development Order is appealed under the Village Code or by DCA, the above time limits shall be tolled until the appeals are resolved.

The foregoing Resolution was offered by Vice Mayor Reckwerdt, who moved for its adoption. This motion was seconded by Councilwoman Zima Borski, and upon being put to a vote, the vote was as follows:

Mayor Don Achenberg	YES
Vice Mayor Michael Reckwerdt	YES
Councilman Dave Boerner	YES
Councilwoman Jill Zima Borski	YES
Councilwoman Cathi Hill	YES

PASSED AND ADOPTED THIS 11th DAY OF JUNE, 2009.

Doc# 1761120
Bk# 2434 Pg# 7

Parcel A - Marina Property:

On the Island of Upper Matecumbe, in the County of Monroe, and the State of Florida, and known as part of Government Lot 1, Section 5, Township 64 South, Range 37 East, but better known as being part of Lot 7, George Mac Donald's Subdivision of part of Government Lot 1 and all of Lots 2 and 3 of Section 32, Township 63 South, Range 37 East and all of Lot 1, Section 5, Township 64 South, Range 37 East as recorded in Plat Book 1 at Page 41 of the Public Records of Monroe County, Florida and bounded and described as follows:

Commencing at a point 1,115 feet Northeasterly from a point where the Southeasterly shoreline intersects the Section line dividing Sections 5 and 6, Township 64 South, Range 37 East and running thence in a Northeasterly direction along the said shoreline 203 feet; thence North 25° West 1170 feet, more or less to the waters of the Bay; thence along the Bay shoreline in a Southwesterly direction 203 feet; thence South 25° East 1170 feet, more or less to the Southeast shoreline and the Point of Beginning.

AND EXCEPTING THERE FROM:

The right-of-way of the Florida East Coast Railroad (Overseas Highway) as constructed, being a strip of land 100 feet wide on and across said land;

AND FURTHER EXCEPTING THERE FROM:

All that portion of the above described property lying Southeasterly of the Southeasterly right-of-way line of Overseas Highway, State Road No. 5.

ALSO:

A tract of Bay Bottom Land in Sections 5 and 6, Township 64 South, Range 37 East and in Sections 31 and 32, Township 63 South, Range 37 East in the Bay of Florida, North of and adjacent to a part of Government Lot 1, said Section 5, at Upper Matecumbe Key, Monroe County, Florida and being more particularly described by metes and bounds as follows:

Commencing at the intersection of the West line of Section 5, and the Northerly right-of-way line of U. S. Highway No. 1, bear Northeasterly along the Northerly right-of-way line of U. S. Highway No. 1 for a distance of 367.68 feet to a point; thence bear North 25°43'30" West for a distance of 750 feet, more or less to the Point of Beginning of the tract of Bay Bottom land hereinafter described; from the Point of Beginning continue bearing North 25°43'30" West for a distance of 200 feet, more or less, to a point; thence bear North 43°00' East for a distance of 200 feet to a point; thence bear South 25°43'30" East for a distance of 250 feet, more or less back to the shoreline; thence meander the shoreline in a Southwesterly direction back to the Point of Beginning.

Parcel B - GoldMax1 Property:

A portion of Sections 5 and 6, Township 64 South, Range 37 East on the Island of Upper Matecumbe Key, Monroe County, Florida, being more particularly described as follows:

Commencing at the intersection formed by the dividing line between said Sections 5 and 6 with the Northwestern right of way line of the Overseas Highway, (U.S. Highway No. 1); thence run North $45^{\circ}48'45''$ East along the Northwestern right of way line of the said Overseas Highway for a distance of 367.68 feet; thence run North $24^{\circ}06'15''$ West for a distance of 478.71 feet to the Point of Beginning of the Parcel hereinafter described; thence run South $56^{\circ}25'02''$ West for a distance of 81.80 feet to a point on the said dividing line between Section 5 and 6, said point being 648.00 feet North of the Point of Commencement; thence run North along the said dividing line between Sections 5 and 6 for a distance of 24.00 feet; thence run North $24^{\circ}06'23''$ West for a distance of 240.00 feet; thence run in a Northeasterly direction to a point that bears North $24^{\circ}06'15''$ West, 274.25 feet from the Point of Beginning; thence run South $24^{\circ}16'15''$ East for a distance of 274.25 feet back to the Point of Beginning. Together with all riparian and littoral rights.

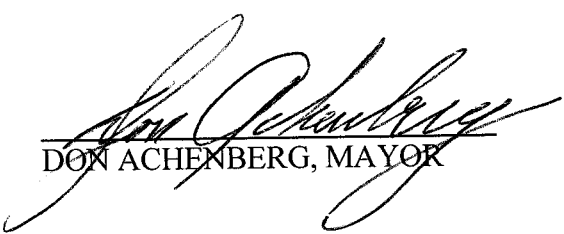
Parcel C - GoldMax 2 Property:

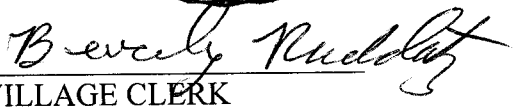
A portion of Section 5, Township 64 South, Range 37 East, on the Island of Upper Matecumbe Key, Monroe County, Florida, being more particularly described as follows:

Beginning at the intersection formed by the Westerly line of Section 5, Township 64 South, Range 37 East, with the Northwestern right of way line of the Overseas Highway (U. S. Highway No. 1); thence run North $45^{\circ}48'45''$ East along the said Northeasterly right of way line of the Overseas Highway for a distance of 367.68 feet; thence run North $24^{\circ}06'15''$ West for a distance of 478.71 feet; thence run South $56^{\circ}25'02''$ West for a distance of 81.80 feet to a point on the Westerly line of said Section 5; thence run South along the Westerly line of said Section 5 for a distance of 648 feet back to the Point of beginning.



ATTEST


DON ACHENBERG, MAYOR

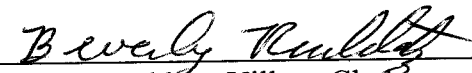

VILLAGE CLERK

Doc# 1761120
Bk# 2434 Pg# 6

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


VILLAGE ATTORNEY

This Resolution was filed in the Office of the Village Clerk on this 11th day of June, 2009.


Beverly Raddatz, Village Clerk

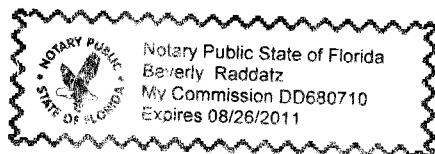
Sworn to and subscribed before me this
12 day of June, 2009

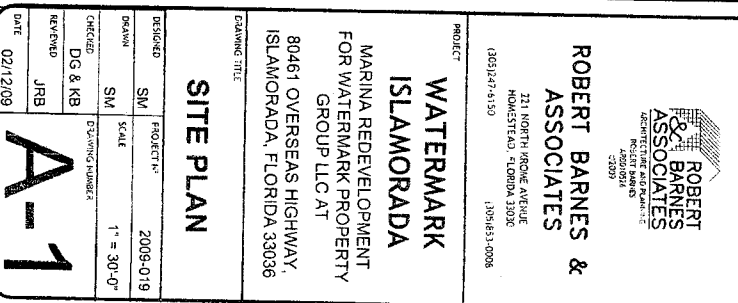

(Signature of Notary Public - State of Florida)

Beverly RADDATZ
(Print or Type Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification ☐

Type of ID Produced _____





LEGAL DESCRIPTION:

On the Island of Upper Matanzas, in the County of Monroe, and the State of Florida, and known as part of Government Lot 1, Section 5, Township 36 North, Range 37 East, but better known as being part of Lot 2 of George Washington, Section 32 East, Township 36 North, Range 37 East, and all of Lots 2 and 3 of Section 32, Township 36 North, Range 37 East, and all of Lot 1, Section 5, Township 34 South, Range 37 East as recorded in plat Book 1, at Page 41 of the Public Records of Monroe County, Florida and bounded and described as follows:

Commencing at a point 1115 feet NEly from a point where the SEly shoreline intersects the Section line dividing Sections 5 and 6, Township 34 South, Range 37 East and running thence in a NEly direction along the SEly shoreline 203 feet; thence North 25° West 1170 feet; more or less 20 feet; thence North 25° West 1170 feet; more or less 20 feet; thence 202 feet; thence South 23° West 1170 feet; more or less to the Southeast shoreline and the Point of Beginning.

Running and except the right-of-way of the Florida East Coast Railroad (divided into two sections) constructed, being a strip of land 100 feet wide on and across said levee.

AND EXCEPT THEREFROM:

All that portion of the above described property lying Southeasternly of the Southwesterly right-of-way line of Overseas Highway, State Road No. 5.

AND ALSO:

A tract of Bay Bottom Land in Section 5, Township 34 South, Range 37 East, in the Bay of Florida, North of and adjacent to a part of Government Lot 1, said Section 5, as Upper Matanzas Key, Monroe County, Florida and being more particularly described by metes and bounds as follows:

See Survey for more details

This instrument prepared by:
Joseph Cearley, Planner
Islamorada Village of Islands
Planning and Development Services Department
PO Box 568
Islamorada, FL 33036-0568

Doc# 1761121 09/30/2009 3:19PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

Doc# 1761121
Bk# 2434 Pg# 10

After recording return to:
Joseph Cearley, Planner
Islamorada Village of Islands
Planning and Development Services Dept.
PO Box 568
Islamorada, FL 33036-0568
RE # 00096390-000100

RESOLUTION NO. 09-07-59

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST BY WPG 1, LLC FOR A VARIANCE FROM SECTION 30-695(E)(4) "SETBACKS" OF THE VILLAGE CODE OF ORDINANCES ENTITLED "MARINE USE (MR) ZONING DISTRICT" TO ALLOW FOR A REDUCTION IN THE MINIMUM SIDE YARD SETBACK FROM TEN (10) FEET TO FIVE (5) FEET THREE (3) INCHES ALONG THE NORTHEAST PROPERTY LINE; AND ALSO CONSIDERING A VARIANCE FROM SECTION 30-815 "BUFFERYARD STANDARDS" OF THE VILLAGE CODE OF ORDINANCES TO ALLOW FOR A REDUCTION TO THE WIDTH OF A PORTION OF A BUFFERYARD FROM FIFTEEN (15) FEET TO FIVE (5) FEET AND ANOTHER PORTION OF A BUFFERYARD FROM TEN (10) FEET TO FIVE (5) FEET ON PROPERTY LOCATED AT APPROXIMATELY MILE MARKER 80.5 WITH AN ADDRESS OF 80461 OVERSEAS HIGHWAY AS LEGALLY DESCRIBED IN EXHIBIT "A;" AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, WPG 1, LLC (the "Applicant") submitted an application for variances from Sections 30-695(e)(4) and 30-815 of the Code of Ordinances of Islamorada, Village of Islands, Florida (the "Code") to allow for a reduction to the minimum side yard setback and to allow for a

reduction to a zoning district boundary bufferyard (the "Variance Requests"), on property legally described in Exhibit "A;" and

WHEREAS, the Property is located within the Marine Use (MR) Zoning District; and

WHEREAS, the Applicant was previously granted Major Conditional Use Approval (MJ 09-03) by the Village Council of Islamorada, Village of Islands, Florida (the "Village Council") on June 11, 2009; and

WHEREAS, on July 23, 2009, the Village Council conducted a duly noticed public hearing regarding the Variance Requests.

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 Village Staff, does hereby find and determine:

(1) The Application meets the requirements set forth in Code Section 30-221(d) and has demonstrated through competent substantial evidence the criteria for the granting of the Variance Requests; and

(2) The Village Council approves the Variance Requests submitted by the Applicant.

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 Variance Requests have 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; and
- (3) The Variance Requests, which are noted and depicted in the attached Exhibit "B" are hereby APPROVED WITH CONDITIONS.

Section 3. **Conditions Imposed:** Granting of the Requests is subject to the following conditions:

1. **Variance #1** from SECTION 30-695(E)(4) "SETBACKS" TO ALLOW FOR A REDUCTION IN THE MINIMUM SIDE YARD SETBACK FROM TEN (10) FEET TO FIVE (5) FEET THREE (3) INCHES ALONG THE NORTHEAST PROPERTY LINE.

(A) All vessels stored on Rack D shall not exceed twenty-five (25) feet in length.

(B) An eight (8) foot high fence shall be required along the Northeast property line for a linear distance of 180 ft within the Variance area as noted and depicted in the attached Exhibit "B".

2. **Variance #2** from SECTION 30-815 "BUFFERYARD STANDARDS" TO ALLOW FOR A REDUCTION TO THE WIDTH OF A PORTION OF A BUFFERYARD FROM FIFTEEN (15) FEET TO FIVE (5) FEET AND ANOTHER PORTION OF A BUFFERYARD FROM TEN (10) FEET TO FIVE (5) FEET.

(A) The Applicant shall be required to mitigate and pay the cost of all remaining landscape materials required within the bufferyard that cannot be planted along the Variance area as noted and depicted in the attached Exhibit "B." Such fees shall be held in an escrow account, pursuant to Village Code Section 30-1615. All landscaping

materials and planting locations, as well as the escrow and payment of mitigation fees shall be determined by the Director of Planning and Development Services.

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 Village Code; and following the thirty (30) days, this resolution shall not be effective or acted upon by the Applicant until forty-five (45) days following the rendition to the Department of Community Affairs (DCA), pursuant to Chapter 9J-1 of the Florida Administrative Code. During those forty-five (45) days, the DCA may appeal this resolution to the Florida Land and Water Adjudicatory Commission, and that such an appeal stays the effectiveness of this instrument until the appeal is resolved by agreement or order

Variance #1 was offered by Dave Boerner, who moved for its adoption on reading. This motion was seconded by Jill Zima Borski, and upon being put to a vote, the vote is as follows:

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS:

Mayor Don Achenberg	YES
Vice Mayor Michael Reckwerdt	YES
Councilman Dave Boerner	YES
Councilwoman Jill Zima Borski	YES
Councilwoman Deborah Gillis	YES

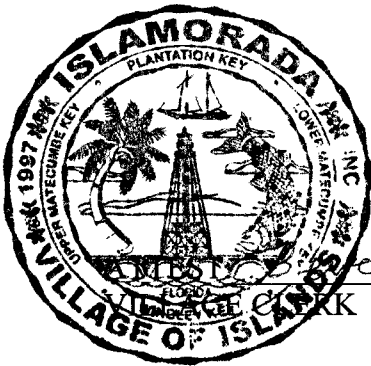
Variance #2 was offered by Dave Boerner, who moved for its adoption on reading. This motion was seconded by Michael Reckwerdt, and upon being put to a vote, the vote is as follows:

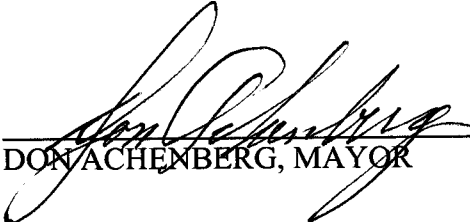
FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS:

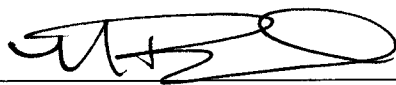
Mayor Don Achenberg	YES
Vice Mayor Michael Reckwerdt	YES
Councilman Dave Boerner	YES
Councilwoman Jill Zima Borski	YES
Councilwoman Deborah Gillis	YES

PASSED AND ADOPTED THIS 23rd DAY OF JULY 2009.



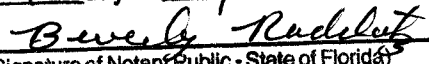

DON ACHENBERG, MAYOR

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

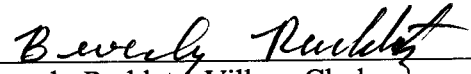

VILLAGE ATTORNEY

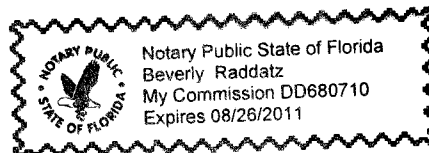
This Resolution was filed in the Office of the Village Clerk of this 4th day of August, 2009.

Sworn to and subscribed before me this
4 day of August, 2009


(Signature of Notary Public - State of Florida)

Beverly RADDATZ
(Print or Type Commissioned Name of Notary Public)
Personally Known ☒ OR Produced Identification ☐
Type of ID Produced _____


Beverly Raddatz, Village Clerk



Doc# 1761121
Bk# 2434 Pg# 15

Parcel A - Marina Property:

On the Island of Upper Matecumbe, in the County of Monroe, and the State of Florida, and known as part of Government Lot 1, Section 5, Township 64 South, Range 37 East, but better known as being part of Lot 7, George Mac Donald's Subdivision of part of Government Lot 1 and all of Lots 2 and 3 of Section 32, Township 63 South, Range 37 East and all of Lot 1, Section 5, Township 64 South, Range 37 East as recorded in Plat Book 1 at Page 41 of the Public Records of Monroe County, Florida and bounded and described as follows:

Commencing at a point 1,115 feet Northeasterly from a point where the Southeasterly shoreline intersects the Section line dividing Sections 5 and 6, Township 64 South, Range 37 East and running thence in a Northeasterly direction along the said shoreline 203 feet; thence North 25° West 1170 feet, more or less to the waters of the Bay; thence along the Bay shoreline in a Southwesterly direction 203 feet; thence South 25° East 1170 feet, more or less to the Southeast shoreline and the Point of Beginning.

AND EXCEPTING THERE FROM:

The right-of-way of the Florida East Coast Railroad (Overseas Highway) as constructed, being a strip of land 100 feet wide on and across said land;

AND FURTHER EXCEPTING THERE FROM:

All that portion of the above described property lying Southeasterly of the Southeasterly right-of-way line of Overseas Highway, State Road No. 5.

ALSO:

A tract of Bay Bottom Land in Sections 5 and 6, Township 64 South, Range 37 East and in Sections 31 and 32, Township 63 South, Range 37 East in the Bay of Florida, North of and adjacent to a part of Government Lot 1, said Section 5, at Upper Matecumbe Key, Monroe County, Florida and being more particularly described by metes and bounds as follows:

Commencing at the intersection of the West line of Section 5, and the Northerly right-of-way line of U. S. Highway No.1, bear Northeasterly along the Northerly right-of-way line of U. S. Highway No. 1 for a distance of 367.68 feet to a point; thence bear North 25°43'30" West for a distance of 750 feet, more or less to the Point of Beginning of the tract of Bay Bottom land hereinafter described; from the Point of Beginning continue bearing North 25°43'30" West for a distance of 200 feet, more or less, to a point; thence bear North 43°00' East for a distance of 200 feet to a point; thence bear South 25°43'30" East for a distance of 250 feet, more or less back to the shoreline; thence meander the shoreline in a Southwesterly direction back to the Point of Beginning.

Parcel B - GoldMaxl Property:

A portion of Sections 5 and 6, Township 64 South, Range 37 East on the Island of Upper Matecumbe Key, Monroe County, Florida, being more particularly described as follows:

Commencing at the intersection formed by the dividing line between said Sections 5 and 6 with the Northwestern right of way line of the Overseas Highway, (U.S. Highway No. 1); thence run North 45°48'45" East along the Northwestern right of way line of the said Overseas Highway for a distance of 367.68 feet; thence run North 24°06'15" West for a distance of 478.71 feet to the Point of Beginning of the Parcel hereinafter described; thence run South 56°25'02" West for a distance of 81.80 feet to a point on the said dividing line between Section 5 and 6, said point being 648.00 feet North of the Point of Commencement; thence run North along the said dividing line between Sections 5 and 6 for a distance of 24.00 feet; thence run North 24°06'23" West for a distance of 240.00 feet; thence run in a Northeasterly direction to a point that bears North 24°06'15" West, 274.25 feet from the Point of Beginning; thence run South 24°16'15" East for a distance of 274.25 feet back to the Point of Beginning. Together with all riparian and littoral rights.

Parcel C - GoldMax 2 Property:

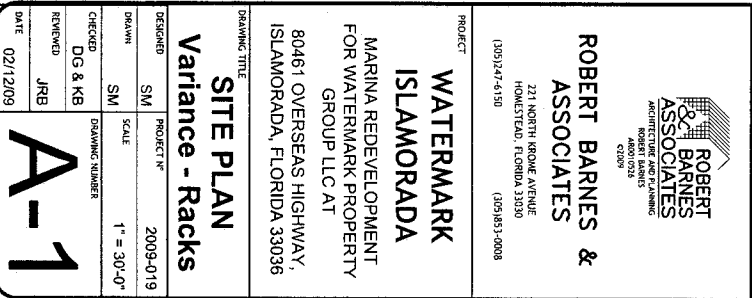
A portion of Section 5, Township 64 South, Range 37 East, on the Island of Upper Matecumbe Key, Monroe County, Florida, being more particularly described as follows:

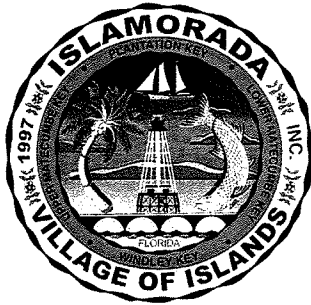
Beginning at the intersection formed by the Westerly line of Section 5, Township 64 South, Range 37 East, with the Northwestern right of way line of the Overseas Highway (U. S. Highway No. 1); thence run North 45°48'45" East along the said Northeasterly right of way line of the Overseas Highway for a distance of 367.68 feet; thence run North 24°06'15" West for a distance of 478.71 feet; thence run South 56°25'02" West for a distance of 81.80 feet to a point on the Westerly line of said Section 5; thence run South along the Westerly line of said Section 5 for a distance of 648 feet back to the Point of beginning.

CERTIFICATE OF SERVICE

A true and correct copy of the above and foregoing resolution was furnished to the Agent, via U.S. Certified Mail, Return Receipt Requested, addressed to C/o Michael Brown, 48 3rd Street, Brooklyn, NY 11231, and to the Appellant, via U.S. Certified Mail, Return Receipt Requested, addressed to WPG 1, LLC., 400 East Pratt Street, 8th Floor, Baltimore, MD 21202, this 4th day of August, 2009.


Beverly Raddatz, Village Clerk





Islamorada, Village of Islands

September 21, 2009

Gay Marie Smith
P.O. Box 1638
Tavernier, FL 33070

SUBJECT: Minor Deviation to Major Conditional Use (MD-09-03)

Background:

Per Major Conditional Use Approval application MJ-09-03, the applicant proposes to relocate a boat rack on property located at 80461 Overseas Highway on Upper Matecumbe Key, and locally known as the Watermark Marina. On June 11, 2009 the Village Council approved the Major Conditional Use for the redevelopment of the marina. Pursuant to Section 30-216(i) of the Code of Ordinances of the Village of Islamorada, Florida (the "Code") the proposed request requires a Minor Deviation to a Major Conditional Use.

Analysis:

Staff has received the request by WPG1, LLC to make minor deviations to the Major Conditional Use, MJ-09-03. Pursuant to Section 30-216(i) of the Code of Ordinances of the Village of Islamorada, Florida, the Director of Planning & Development Services may approve minor deviations from a development permit for a conditional use. Deviations in excess of the limits of this subsection shall be subject to Village Council review, action and approval, approval with conditions, or denial. Authorized minor deviations are those that allow minor redesign or change to a project that would not substantially change or increase the originally anticipated impacts. Minor deviations shall be limited to the following:

- (1) The relocation of no more than 25 percent of the total approved square footage or other area indicated as being covered by structures, to portions of the site not previously covered, as long as it complies with the standards of this chapter;

The requested revisions do not account for any of the approved square footage. Therefore, this criteria is not applicable to the Applicant's request.

- (2) Redesign or change in use, where there is no increase in traffic impact;

The proposed relocation of the boat racks would not increase the traffic demand. Additionally, there is no change in use proposed. No increase in traffic impact is expected.

- (3) The reduction or relocation of areas set aside for community open space or recreation provided that such changes do not result in a substantial change in the approved amount, boundary configuration, or character of open space or recreation;

All required bufferyards and landscaping would be installed prior to issuance of a Certificate of Occupancy. There is a variance (Resolution # 09-07-59) on the property allowing a reduction in the setback and the width of the bufferyard. However, the reduction is not substantive and minimally affects the approved amount.

- (4) An overall increase of no more than five percent in the total square footage covered by any structure as long as it complies with the requirements of this chapter;
No increase in the total square footage covered by any structure is proposed.
- (5) An overall increase of not more than five percent of the height of any structure as long as it complies with the requirements of this chapter; and
No increase in height of any structure is proposed.
- (6) Relocation of access points.
No relocation of access points is proposed.

This letter shall serve as **APPROVAL** of the above listed request, which was required to make minor deviations to the Major Conditional Use (MJ-09-04). The minor deviation (MD-09-03) is in compliance with the Village Code and would not result in a change of use, increased concurrency impacts or significant changes to stormwater management.

Please note that all other terms and conditions as approved in Resolution 09-06-41, and all applicable requirements of the Village and other governmental agencies shall apply. If you have any further questions please do not hesitate to contact the Planning and Development Services Department at (305) 664-6400.

Sincerely,



Edward Koconis, AICP
Director of Planning & Development Services

EJK/jcc



ISLAMORADA, VILLAGE OF ISLANDS
PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
86800 Overseas Highway • Islamorada, Florida 33036 • www.islamorada.fl.us

November 18, 2022

PROPERTY OWNERS WITHIN 300 FT OF PROJECT

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on Tuesday, December 6, 2022, at 5:30 P.M., or as soon thereafter as possible, the Village Council of Islamorada, Village of Islands, Florida will hold a public hearing at the Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida, to consider the following item:

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

A copy of the application, staff report and related materials may be inspected at the Planning and Development Services Department, Islamorada Administrative Center and Public Safety Headquarters, 86800 Overseas Highway, Islamorada, Village of Islands, Florida, between the hours of 8:00 AM and 5:00 PM.

Affected parties may appear at the public hearing, be heard, and submit evidence with respect to the application.

Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the Village Council, with respect to any matter considered at such hearing or meeting, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

ADA Assistance: 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 Village at 305-664-6412 (TTY 305-664-8890) at least three days prior thereto.

Two or more committee members from various Village Committees may be present at this meeting.

Sincerely,



Daniel J. Gulizio
Planning and Development Services Director



Project Location: 80460 Overseas Hwy – Upper Matecumbe Key



Council Communication

To: Mayor and Village Council
From:
Date: December 6, 2022
SUBJECT: **Resolution Approving Subscription-Based Information Technology Arrangement (SBITA) Purchases from CivicPlus, LLC. For Enhanced E-Communications**

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

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: 1. 12062022_RVCM_TAB 11_CivicPlus



Council Communication

To: Mayor and Village Council

Through: Ted Yates, Village Manager

From: Vince Tarves, Systems Engineer

Date: December 6, 2022

SUBJECT: RESOLUTION APPROVING SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENT (SBITA) PURCHASES FROM CIVICPLUS, LLC, FOR ENHANCED E-COMMUNICATIONS

Background:

The Village Clerk and IT and Communications Department staff have been evaluating more efficient ways to better inform the public and to promote transparency. Through the evaluation of options process, which included viewing demos of various software applications, it became clear that the Village's current website has an outdated design and is not easy for end users to navigate. The website is also difficult for Village staff to update and maintain.

CivicPlus, LLC, owns Municode, which is the Village's vendor for codification of its Code of Ordinances and hosting on the Municode web site. In FY 21-22, under the Village Manager's purchasing authority, the Village entered into an agreement with CivicPlus, LLC, for access to CivicClerk, an online agenda and minutes preparation and management application. The product is currently being implemented, and staff training will be conducted in December or January. The total cost of CivicClerk was \$5,590.00 with \$1,408.98 expensed in FY 21-22, and \$4,181.02 expensed in FY 22-23 based upon the term of the subscription (July 1, 2022 to June 30, 2023).

Through the CivicClerk implementation process, CivicPlus advised Village staff that they have additional e-communications products the Village might consider. CPMedia is an application for public meeting streaming services, and CivicEngage is the CivicPlus website application. After viewing demos of each product, staff consulted with the Village Manager and opted to pursue purchase and implementation of these additional online application services.

Analysis:

CivicEngage will give our website a modern look that is easy to navigate and maintain. The Village's new website will also be ADA-compliant upon completion and will include monitoring software that maintains ADA compliance as changes are made and documents are added. This new site will fully integrate with CivicClerk and CPMedia to work seamlessly together. CPMedia with CivicClerk will link Council meeting agendas to the time-stamped video recordings. Clicking a tab in the agenda will take the user to that portion of the recording for viewing.

In accordance with the Village's purchasing ordinance and policies, the attached Resolution is presented to the Village Council to approve the purchase of the above-described online software application subscriptions from CivicPlus because the amount paid to this vendor in FY 22-23 will exceed the Village Manager's purchasing authority of \$25,000.00. The Resolution includes approval of a waiver of competitive bidding.

Budget Impact:

The first-year costs of CivicEngage for website services will be \$24,552.55. The year 2 subscription fee will be \$8,400.00, and the year 3 subscription fee will be \$8,820.00.

The first year cost for CPMedia is \$4,634.36. The year 2 subscription fee will be \$4,300.00, and the year 3 subscription fee will be \$4,515.00.

As part of the implementation of CivicClerk, a historical media import is needed at a cost of \$2,362.50.

FY 22-23 total costs paid to CivicPlus for the above-described online subscription-based software applications, including the CivicClerk costs prepaid in FY 21-22, would total approximately \$37,500.00. Because the products are subscription-based, they would not be capitalized, and costs would initially be recorded as operating expenses in the General Fund. Funds for the additional CivicPlus subscriptions were not included in the FY 22-23 budget; therefore, the Resolution includes approval of a budget amendment. \$25,000.00 would be added to the Dues and Subscriptions account in the Village Manager Department budget for FY 22-23, and \$12,500.00 would be added to the Dues and Subscriptions account in the Village Clerk Department budget for FY 22-23. A formalized FY 22-23 budget amendment would be presented to the Village Council at a future meeting.

Governmental Accounting Standards Board (GASB) Standard 96 was recently issued and relates to changes in accounting rules for subscription-based information technology arrangements (SBITAs). Because SBITAs are normally expensed but include future obligations and liabilities (i.e., future subscription costs), for reporting periods beginning after June 15, 2022, the new accounting standard may change the way these engagements are reflected in certain financial statements. Finance Department staff will be working with its external auditors over the next year to implement GASB 96 accordingly.

Staff Impact:

IT & Communications Department will oversee this project and work with staff from various departments, including the Village Clerk, to provide CivicPlus with the information needed to build a new website. The Executive Assistant to the Village Manager/Public Relations Specialist will be the content manager of the site and will approve postings before being published.

Recommendation:

It is recommended that the Village Council adopt the attached Resolution.

RESOLUTION NO. 22-

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

WHEREAS, in accordance with Section 200.065, Florida Statutes and Section 6 of the Village Charter, the Village Council of Islamorada, Village of Islands (the "Village") adopted a Budget for Fiscal Year 2021-2022 by adoption of Resolution No. 21-09-88 on September 14, 2021; and

WHEREAS, in accordance with Section 166.241 Florida Statutes, the Village Council may, within sixty (60) days following the end of a fiscal year, amend the budget for that year; and

WHEREAS, pursuant to Section 6 of Resolution No. 21-09-88, the Village Manager is authorized to propose a resolution to amend the budget to reallocate department, category or line item budget allocations.

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

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

Section 2. **Budget Amendment.** In accordance with Section (6)(3) of the Village Charter and Section 6 of Resolution No. 21-09-88, the Village Council hereby approves the amendment to the Budget adopted as Exhibit 'A' of Resolution No. 21-09-88 for Fiscal Year 2021-2022 as shown on Exhibit 'A' attached hereto and retroactive to September 30, 2022.

Section 3. **Effective Date.** This Resolution shall become effective immediately upon its adoption and shall be reflected in the FY 2021-2022 budget as of September 30, 2022.

PASSED AND ADOPTED this 6th day of December 2022.

Motion to adopt by _____ Seconded by _____.

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

Councilman Mark Gregg _____

Councilwoman Elizabeth Jolin _____

Councilman Joseph B. Pinder III _____

Councilwoman Sharon Mahoney _____

Councilman Henry Rosenthal _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

, MAYOR

ATTEST:

MARNIE 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

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-29307-1

Date:

9/14/2022 12:02 PM

Expires On:

12/13/2022

Client:

ISLAMORADA, FLORIDA

Bill To:

ISLAMORADA, FLORIDA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Elizabeth Vesta	x	elizabeth.vesta@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	Annual - CivicEngage Central	Annual - CivicEngage Central	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	Hosting & Security Annual Fee - CivicEngage Central	Hosting & Security Annual Fee - CivicEngage Central	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	SSL Management – CP Provided Only	SSL Management – CP Provided Only 1 per domain (Annually Renews)	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	DNS and Domain Hosting Setup (http://URL)	DNS and Domain Hosting Setup (https://www.islamorada.fl.us/)	One-time
1.00	DNS and Domain Hosting Annual Fee (http://URL)	DNS and Domain Hosting Annual Fee (https://www.islamorada.fl.us/)	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	Premium Implementation - CivicEngage	Premium Implementation	One-time
150.00	Content Development - 1 Page - CivicEngage	Content Development - 1 Page - CivicEngage	One-time
1.00	Agendas & Minutes Migration - PDF - 100 Meetings - CivicEngage	Content Migration : Agendas & Minutes - Per 100 Meetings (Approx. 1 year)	One-time

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	AudioEye Managed	AudioEye Managed: (https://www.islamorada.fl.us/)	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
4.00	System Training (4h, virtual) - CivicEngage	CivicEngage System Training - Virtual, Half Day Block	One-time

List Price - Year 1 Total	USD 30,643.00
Total Investment - Year 1	USD 24,552.55
Annual Recurring Services - Year 2	USD 8,400.00

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"), to which this SOW is hereby attached as the Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.
2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. The Total Investment - Year 1 will be invoiced upon signing of this SOW.
4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in year 2 of service. Client will pay all invoices within 30 days of the date of such invoice.
5. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed as time sensitive, such as calendar or blog content, during the Project Development.
6. If a Recurring Redesign line item is included with the Client's quote in this SOW, starting after a period of months (36, 48, or 60 months as determined by the number of years in the redesign line item on this SOW) of continuous service under this SOW (the "Redesign Term"), Client shall be entitled to receive a redesign at no additional cost. Client may initiate such redesign any time after continuous service during the Redesign Term. Upon the initiation of an eligible redesign project, Client may begin accumulating eligibility towards a subsequent redesign after continuous service during a subsequent Redesign Term. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software. Recurring Redesigns are eligible for the website, subsite, and department headers included in this SOW only. Any subsequently purchased website, subsite, and department header shall not be included in a redesign hereunder.

7. Client allows CivicPlus to display a “Government Websites by CivicPlus” insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this SOW assumes such perpetual permission.

Signature Page to Follow.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-28513-1

Date:

8/22/2022 5:39 PM

Expires On:

11/20/2022

Product:

CivicClerk

Client:

Islamorada FL - CivicClerk

Bill To:

Islamorada FL - CivicClerk

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Katie Black	x	black@civicplus.com		Net 30

CivicClerk - Statement of Work

QTY	Product Name	DESCRIPTION	PRODUCT TYPE
1.00	CivicClerk Media Implementation	CivicClerk Media Implementation Fee	One-time
1.00	CivicClerk Media Annual Fee	Unlimited storage, unlimited users, up to 3 concurrent streams	Renewable
Total Investment - Year 1			USD 4,634.36
Annual Recurring Services (Subject to Uplift)			USD 4,300.00

Total Days of Quote:313

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-28514-1

Date:

8/22/2022 5:45 PM

Expires On:

11/20/2022

Product:

CivicClerk

Client:

Islamorada FL - CivicClerk

Bill To:

Islamorada FL - CivicClerk

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Katie Black	x	black@civicplus.com		Net 30

CivicClerk - Statement of Work

QTY	Product Name	DESCRIPTION	PRODUCT TYPE
1.00	CivicClerk Historical File Import (up to 7,500 files – PDF / MP3 / MP4)	CivicClerk Historical File Import (up to 7,500 files – PDF / MP3 / MP4)	One-time

List Price - Year 1 Total	USD 2,625.00
Total Investment - Year 1	USD 2,362.50
Annual Recurring Services (Subject to Uplift)	USD 0.00

Total Days of Quote:313



Invoice

CivicPlus LLC
NEW REMITTANCE ADDRESS
(FOR PAYMENTS ONLY)
CivicPlus
PO Box 1572
Manhattan KS 66505

#233488

7/11/2022

PO #

Bill To

Accounts Payable
City of Islamorada
86800 Overseas Highway
Islamorada FL 33036

TOTAL DUE

\$5,590.00

Due Date: 8/10/2022

Terms	Due Date	PO #	Approving Authority
Net 30	8/10/2022		Marne McGrath

Qty	Item	Start Date	End Date
1	CivicClerk Annual Fee - Agenda and Minutes Management	7/1/2022	6/30/2023
	Year 1 Annual Fee Discount	7/1/2022	6/30/2023
1	CivicClerk Premium Configuration	7/1/2022	6/30/2023
1	CivicClerk Custom Template Set - includes 2 Agenda templates, 1 Item Report template, 1 Minutes template, 1 Agenda Script template	7/1/2022	6/30/2023
2	1 hour Virtual Consulting	7/1/2022	6/30/2023
1	Training (Virtual) - half day, up to 4 hours	7/1/2022	6/30/2023
1	Commission Adjustment	7/1/2022	6/30/2023

Total \$5,590.00

Due \$5,590.00

PO# _____
ACCT# 001-0400-512-31
DESC Agenda Management Software 7/1/2022 - 6/30/2023
DIRECTOR Marne McGrath
VMGR _____
FIN DIR Marne McGrath 7/13/22

(7/1/22-6/30/22) 001-0400-512-31 1,408.98
(10/1/22-6/30/23) 001-155-000 4,181.02

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number
KS State Bank	CivicPlus LLC	1046292	101101536

CivicPlus
302 S 4th St.
Suite 500
Manhattan KS 66502



Council Communication

To: Mayor and Village Council
From:
Date: December 6, 2022
SUBJECT: Resolution Approving Master Lease Agreement with Flex Financial LLC for Emergency Medical Equipment

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

Background:

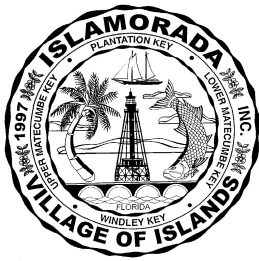
Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: 1. 12062022_RVCM_TAB 12_Stryker ALS360



Council Communication

To: Mayor and Village Council

Through: Ted Yates, Village Manager

From: Terry L. Abel, Fire Chief

Date: December 6, 2022

SUBJECT: RESOLUTION APPROVING THE MASTER LEASE AGREEMENT FOR MEDICAL EQUIPMENT THROUGH FLEX FINANCIAL, LLC

Background:

In performing its duties and meeting the medical emergency response needs of the Islamorada community, the Village Fire Rescue Department relies upon a wide variety of lifesaving equipment. To provide the highest level of quality service to every patient with the best possible outcome and to reduce the potential for crew injury, the Department depends on a fleet of specialized equipment from Stryker, a sole-source provider of emergency care equipment in the hospital and emergency response markets in the United States and Canada. Among the life-saving equipment items are automated external defibrillators (AEDs), cardio-pulmonary resuscitation (CPR) machines (Lucas devices), cardiac monitors (Life Pac 15s), stair chairs for moving patients up and down stairs, stretchers (Power Pro), and stretcher loading/securing devices (Power Load). Data shows that 90% of responder injuries occur while lifting and moving patients. The Power Pro and Power Load package have proven to *significantly* reduce back injuries in first responders.

Much of the Fire Rescue Department's current inventory of equipment is approaching or has exceeded its industry standard life expectancy. In addition, the majority of equipment is several versions old. Improvements in capability, battery life, and connectivity would enhance patient care capabilities. The Fire Rescue Department is experiencing frequent mechanical failures resulting in use of reserve equipment to adequately respond. Transmission of critical patient information, such as field diagnostics, currently relies on three pieces of technology, that fail to connect at times. Equipment upgrades would improve communications with a receiving facility to which a patient is being transported directly from LifePaks while in route.

Stryker has developed an all-inclusive program that offers fixed payments, technology refresh updates, and convenient management of EMS products – the ALS 360 Asset Management Program. To replace its current inventory of outdated and aging equipment (Attachment 2), the estimated capital outlay cost would be over \$2.5 million. Instead of purchasing equipment

replacements, the Fire Rescue Department would like to enter into an agreement under the ALS 360 Program whereby new equipment is leased over a ten (10)-year period for approximately \$190,500.00 per year.

Analysis:

In addition to the immediate benefit of modernizing 100% of the Village's vehicle fleet with new equipment accessories at start of the agreement, the arrangement would include one version upgrade that would take place after three to five years within the 10-year contract term. This would ensure that the Department operates with up-to-date technology and equipment for the next decade. The Resolution at Attachment 1 would approve Master Lease Agreement No. 11310175021 with Flex Financial, LLC, (Exhibit 1 to the Resolution) and provided the new Stryker equipment listed on Exhibit A to Rental Schedule 001 of the Master Lease Agreement. Attachment 3 is a slide presentation from Stryker providing summarized program information.

Section 2-327(c)(4) of the Village's Code of Ordinances (the "Code") which relates to purchasing guidelines, provides that the "purchase of or contracts for materials, supplies, equipment, improvements or services where the anticipated cost is estimated to exceed \$25,000.00" must be competitively bid. Per Section 2-328(1), of the Village Code relating to Waiver of Competitive Bidding, the requirements of Section 2-327(c)(4) may be waived "by the village council upon a documented finding that the purchase of the particular goods or services without competitive bidding is in the best interests of the village." The Resolution includes approval of a waiver of competitive bidding based upon the advantages entering into the Agreement would provide as herein described.

Budget Impact:

Entering into the Program Agreement with Flex Financial, LLC, would eliminate spikes in the budget for Fire Rescue capital outlay purchases, and the service contract included would eliminate unplanned costs associated with emergency repairs due to breakdowns.

Ownership of the equipment would be retained by Stryker and/or Flex Financial, LLC; therefore, this arrangement does not constitute debt financing subject to voter referendum approval, and the equipment would not be capitalized by the Village. While equipment purchases for the Village's Fire Rescue fleet qualify for funding with Local Government Discretionary Sales Surtax accounted for in the Capital Project Fund, this lease arrangement and the status of ownership means that the annual expenditure would be budgeted for in the General Fund, Fire Rescue Department, Rentals & Leases expenditure account. Additionally, the Agreement includes language confirming that its continuance is dependent upon an annual appropriation in the General Fund by the Village. The Village may terminate the lease if funds are not included in the annual adopted budget for this purpose.

The Resolution includes authorization to appropriate and expend budgeted funds in the amount of \$190,211.60 in FY 22-23. A corresponding budget amendment would be presented to the Village Council for approval at a future meeting, if the Agreement is approved. The Fire Rescue Department Rentals & Leases Expenditure account budget would be increased by \$191,000.00 accordingly.

Staff Impact:

Training on any new devices would be provided by the vendor.

Recommendation:

It is recommended that the Village Council adopt the Resolution, thereby approving the Agreement with Flex Financial, LLC.

RESOLUTION NO.

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

WHEREAS, Islamorada, Village of Islands (the "Village") has previously purchased emergency medical equipment (the "Equipment"), as described in Equipment Schedule No. 001 attached to the Master Lease Agreement, attached hereto as Exhibit "1" (together with all schedules and addendums, the "Master Lease Agreement"); and

WHEREAS, the purchase and upgrading of such Equipment is costly, while the annual leasing of the Equipment, along with the servicing of such Equipment (the "Services") and the option of upgrading of such Equipment under the Master Lease Agreement with Flex Financial, LLC ("Flex") is in the best interest of the Village; and

WHEREAS, pursuant to the Master Lease Agreement, the Village can lease the Equipment annually, subject to budget and appropriation on an annual basis for a term of ten years, unless terminated sooner by non-appropriation; and

WHEREAS, the Village desire to enter into the Master Lease Agreement with Flex for a term of years, subject to annual appropriation for the leasing and servicing of the Equipment, commencing during the Fiscal Year beginning October 1, 2022, in an amount not to exceed \$190,211.60 annually; and

WHEREAS, Section 2-328(1) of the Village Code provides that competitive bidding requirements may be waived by the Village Council upon a finding that the purchase of the goods or services without competitive bidding is in the best interests of the Village; and

WHEREAS, the Village Council finds that approval of the Master Lease Agreement with Flex, attached as Exhibit 1, and a waiver of competitive bidding for the leasing of the Equipment and Services to be provided is in the best interest of the Village.

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

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

Section 2. Approval of Agreement. The Village Council hereby approves the Master Lease Agreement for leasing and servicing of the Equipment, a copy of which is attached 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. 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 the Master Lease Agreement.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to appropriate and expend budgeted funds in the amount of \$190,211.60 for Fiscal Year beginning October 1, 2022 to implement the terms and conditions of the Master Lease Agreement.

Section 5. Execution of Agreement. The Village Manager is authorized to execute the Master Lease Agreement on behalf of the Village, to execute any required agreements and/or

documents to implement the terms and conditions of the Master Lease Agreement, subject to the approval as to form and legality by the Village Attorney.

Section 6. **Waiver of Competitive Bidding.** In accordance with Section 2-328(1) of the Village Code, the Village Council waives the competitive bidding purchasing provision of the Village Code.

Section 7. **Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 6th day of December, 2022.

Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA:

Councilman Mark Gregg _____

Councilwoman Elizabeth Jolin _____

Councilwoman Sharon Mahoney _____

Councilman Joseph B. Pinder III _____

Councilman Henry Rosenthal _____

_____, 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

Date: November 10, 2022

RE: Reference no:11310175021

Islamorada, Village of Islands, Florida
81850 OVERSEAS HWY
ISLAMORADA, Florida 33036-3606

Thank you for choosing Stryker for your equipment needs. Enclosed please find the documents necessary to enter into the arrangement. Once all of the documents are completed, properly executed and returned to us, we will issue an order for the equipment.

PLEASE COMPLETE ALL ENCLOSED DOCUMENTS TO EXPEDITE THE SHIPMENT OF YOUR ORDER.

- Master Agreement
- Rental Schedule to Master Agreement
- Exhibit A - Detail of Equipment
- Insurance Authorization and Verification
- State and Local Government Rider
- Opinion of Counsel
- Addendum

****Conditions of Approval: Insurance Authorization and Verification, State and Local Government Rider , Opinion of Counsel, Valid Tax Exemption Certificate**

PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:

Federal tax ID number:	_____	AP address:	_____
Purchase order number:	_____	Contact name:	_____
Upfront Payment Check No:	_____		
Phone number:	_____	Email address:	_____

Please fax completed documents to (877) 204-1332. Return original documents to 1901 Romence Road Parkway Portage, MI 49002 (using Fed-Ex Shipping ID# 772-432976)

Your personal documentation specialist is Stephen Doorlag and can be reached at 269-251-2028 or by email stephen.doorlag@stryker.com for any questions regarding these documents.

The proposal evidenced by these documents is valid through the last business day of November, 2022

Sincerely,

Flex Financial, a division of Stryker Sales, LLC

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents. For your records, the federal employer identification number for Flex Financial, a Division of Stryker Sales, LLC is 38-2902424.

Owner: Flex Financial, a division of Stryker Sales, LLC 1901 Romence Road Parkway Portage, MI 49002	Customer: Islamorada, Village of Islands, Florida 81850 OVERSEAS HWY ISLAMORADA, Florida 33036-3606
1. Master agreement. The undersigned Customer ("Customer") unconditionally and irrevocably agrees with the above referenced Owner (together with all of its successors and Assignees, collectively, "Owner") to use or acquire, as applicable, the equipment and other personal property and services, if any (together with all additions and attachments to it and all substitutions for it, collectively, the "Equipment") described in each Equipment Schedule referencing this Agreement (which may be in the form of an Equipment Lease Schedule, Equipment Rental Schedule, Equipment Use Schedule, Fee Per Disposable Schedule, Fee Per Implant Schedule, Equipment Purchase Schedule or other schedule referencing this Agreement, each, together with any attachments thereto, an "Equipment Schedule") and purchased from the Supplier(s) noted in the applicable Equipment Schedule (each a "Supplier"). Each Equipment Schedule shall incorporate by reference all of the terms of this Agreement and shall constitute a separate agreement (each such Equipment Schedule, together with such incorporated terms of this Agreement, collectively, a "Schedule") that is assignable separately from each other Schedule. In the event of a conflict between this Agreement and the terms of an Equipment Schedule, the terms of the Equipment Schedule shall prevail. No provision of a Schedule may be amended except in a writing signed by Owner's and Customer's duly authorized representatives.	
2. Risk of loss. Effective upon delivery to Customer and continuing until the Equipment is returned to Owner in accordance with the terms of each Schedule, Customer shall bear all risks of loss or damage to the Equipment and if any loss occurs Customer is nevertheless required to satisfy all of its obligations under each Schedule.	
3. Payments/fees. All periodic payments, "Semi-Annual Differential" (if a Fee Per Disposable Schedule or Fee Per Implant Schedule) and other amounts due from Customer to Owner under a Schedule are collectively referred to as "Payments". Unless otherwise instructed by Owner in writing, all Payments shall be made to Owner's address in the applicable Schedule. Any payment by or on behalf of Customer that purports to be payment in full for any obligation under any Schedule may only be made after Owner's prior written agreement to accept such payment amount. If Customer fails to pay any amount due under a Schedule within ten (10) days after its due date, Customer agrees to pay a late charge equal to (as reasonable liquidated damages and not as a penalty) five percent (5%) of the amount of each such late payment. If any check or funds transfer request for any Payment is returned to Owner unpaid, Customer shall pay Owner a service charge of \$55 for each such returned check or request. Customer authorizes Owner to adjust the Payments at any time if taxes included in the Payments differ from Owner's estimate. Customer agrees that the Payments under a Schedule were calculated by Owner based, in part, on an interest rate equivalent as quoted on the Intercontinental Exchange website, at https://www.theice.com/marketdata/reports/180, under the USD Rates 1100 Series, that would have a repayment term equivalent to the initial term (or an interpolated rate if a like-term is not available) as reasonable determined by us and in the event the date the Equipment is delivered to Customer under any Schedule is more than 30 days after Owner sends the Schedule to Customer, Owner may adjust the Payments once to compensate Owner, in good faith, for any increase in such rate.	
4. Equipment. Customer shall keep the Equipment free of liens, claims and encumbrances, and shall not modify, move, sell, transfer, or otherwise encumber any Equipment or permit any Equipment to be used by others or become attached to any realty, in each case without the prior written consent of Owner, which consent shall not be unreasonably withheld. Any modification or addition to any Equipment shall automatically become the sole property of Owner, unless the Schedule is an Equipment Purchase Schedule or Customer selects \$1.00 Buyout for any Schedule. Owner shall have the right to enter Customer's premises during business hours to inspect any Equipment and observe its use upon at least one (1) day's prior written or verbal notice. Customer shall comply with all applicable laws, rules and regulations concerning the operation, ownership, use and/or possession of the Equipment.	
5. Obligations absolute. Customer's Payments and other obligations under each Schedule are absolute and unconditional and non-cancelable regardless of any defect or damage to the Equipment (or Disposables/Implants, if applicable) or loss of possession, use or destruction of the Equipment (or Disposables/Implants, if applicable) and are not subject to any set-offs, recoupment, claims, abatements or defenses, <u>provided that neither this Agreement nor any Equipment Schedule shall impair any express warranties or indemnifications, written service agreements or other obligations of Stryker Corporation or any of its subsidiaries to Customer regarding the Equipment and Owner hereby assigns all of its rights in any Equipment warranties to Customer.</u> Customer waives all rights to any indirect, punitive, special or consequential damages in connection with the Equipment or any Schedule.	
6. Use/assignment/disclaimers. All Equipment shall be used solely for business purposes, and not for personal or household use. Customer shall maintain the Equipment in good repair in accordance with the instructions of the Supplier so that it shall be able to operate in accordance with the manufacturer's specifications. CUSTOMER SHALL NOT TRANSFER OR ASSIGN ANY OF ITS RIGHTS OR OBLIGATIONS UNDER ANY SCHEDULE OR EQUIPMENT without Owner's prior written consent, which consent shall not be unreasonably withheld. Customer shall promptly notify Owner in writing of any loss or damage to any Equipment. Owner shall own the Equipment (unless the Schedule is an Equipment Purchase Schedule or Customer selects \$1.00 Buyout for any Schedule). Owner may sell, assign, transfer or grant a security interest to any third party (each, an "Assignee") in any Equipment, Payments and/or Schedule, or interest therein, in whole or in part, without notice to or consent by Customer. Customer agrees that Owner may assign its rights under and/or interest in each Schedule and the related Equipment to an Assignee immediately upon or any time after Owner's acceptance of each Schedule and upon such assignment, Customer consents to such assignment and acknowledges that references herein to "Owner" shall mean the Assignee. No Assignee shall assume or be liable for any of the Original Owner's (as defined below) obligations to Customer even though an Assignee may continue to bill and collect all of Customer's obligations under this Agreement in the name of "Flex Financial, a division of Stryker Sales, LLC." Customer acknowledges that such Assignee is not the manufacturer or supplier of any Equipment and is not responsible for its delivery, installation, repair, maintenance or servicing and no Assignee shall have any obligations or liabilities of any kind whatsoever concerning or relating to the Equipment. Customer has selected each Supplier and manufacturer and all of the Equipment. Neither the Original Owner, Supplier nor any manufacturer is an agent of any Assignee, and no representative of the Original Owner, manufacturer or any Supplier is authorized to bind any Assignee for any purpose or make any representation on Assignee's behalf. Customer agrees to look only to Stryker Sales, LLC (the "Original Owner"), the Supplier(s) or the manufacturer(s) for any defect or breach of warranty regarding the Equipment. AS TO ANY ASSIGNEE, CUSTOMER TAKES AND USES THE EQUIPMENT ON AN "AS-IS", "WHERE-IS" BASIS. ASSIGNEE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, REGARDING ANY EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT, IF ANY, THAT CUSTOMER HAS ANY CLAIMS, RIGHTS OR DEFENSES AGAINST THE ORIGINAL OWNER, ANY MANUFACTURER AND/OR ANY SUPPLIER, CUSTOMER SHALL RAISE SUCH CLAIMS, RIGHTS OR DEFENSES ONLY AGAINST THE ORIGINAL OWNER, MANUFACTURER OR SUPPLIER AND NOT AGAINST ASSIGNEE AND SHALL NONE-THE-LESS PAY ALL PAYMENTS AND OTHER AMOUNTS DUE UNDER A SCHEDULE TO THE ASSIGNEE ON THEIR RESPECTIVE DUE DATES WITHOUT ANY DEFENSE, RECOUPMENT, SETOFF, ABATEMENT, CLAIM OR COUNTERCLAIM OF ANY NATURE. THE ORIGINAL OWNER (INCLUDING FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC) MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY EQUIPMENT.	

7. Insurance/indemnification. Customer shall at all times maintain and provide Owner with certificates of insurance evidencing (i) third-party general liability insurance (covering death and personal injury and damage to third party property) with a minimum limit of \$1 million combined single limit per occurrence and (ii) property insurance covering the Equipment against fire, theft, and other loss, damage or casualty for the full replacement value of the Equipment in each case with insurers acceptable to Owner. Such policies shall list Owner and each Assignee as an additional insured and sole loss payee, as applicable, for such insurance. Such insurance policies shall require the insurer to provide Owner with at least 30 days' prior written notice of any material change in or cancellation of the insurance. In the event that Owner determines that the insurance is not in effect, Owner may (but shall not be required to) obtain such insurance and add an insurance fee (which may include a profit) to the amounts due from Customer under the applicable Schedule. Upon any loss or damage to any Equipment, Customer shall continue to pay all Payments due under the related Schedule for the remainder of its term and shall, at Owner's sole election, either repair such Equipment or replace it with comparable equipment satisfactory to Owner. Proceeds of insurance shall be paid to Owner with respect to any Equipment loss, damage, theft or other casualty and shall, at the election of Owner, be applied either to the repair of the Equipment by payment by Owner directly to the party completing the repairs, or to the reimbursement of Customer for the cost of such repairs; provided, however, that Owner shall have no obligation to make such payment or any part thereof until receipt of such evidence as Owner shall deem satisfactory that such repairs have been completed and further provided that Owner may apply such proceeds to the payment of any Payments or other sum due or to become due hereunder if at the time such proceeds are received by Owner there shall have occurred any Event of Default or any event which with lapse of time or notice, or both, would become an Event of Default. To the extent not expressly prohibited by applicable law, Customer will reimburse and defend Owner, including each Assignee for and against any losses, injuries, damages, liabilities, expenses, claims or legal proceedings asserted against or incurred by Owner, including any Assignee, relating to the Equipment and which relate to or arise out of Customer's act or omission or the act or omission of Customer's agents or employees or others (excluding Owner) with access to the Equipment. All Taxes and indemnity obligations shall survive the termination, cancellation or expiration of a Schedule.

8. UCC filings. CUSTOMER WAIVES ANY AND ALL RIGHTS AND REMEDIES GRANTED TO CUSTOMER BY SECTIONS 2A-508 THROUGH 2A-522 OF THE UNIFORM COMMERCIAL CODE ("UCC"). If and to the extent that this Agreement or a Schedule is deemed a security agreement (or if the Schedule is an Equipment Purchase Schedule or Customer selects \$1.00 Buyout for any Schedule), Customer hereby grants to Owner, its successors and assigns, a security interest in all of Customer's rights under and interest in the Equipment, all additions to the Equipment and all proceeds of the foregoing. Such security interest secures all Payments and other obligations owing by Customer to Owner under the applicable Schedule. Customer authorizes Owner and any Assignee to file UCC financing statements disclosing Owner's or Assignee's interest in the Equipment. Customer shall provide Owner with at least 45 days' prior written notice of any change to Customer's principal place of business, organization or incorporation.

9. Taxes.

(a) Reporting and Payment. If permitted by applicable law and except as noted below, Owner shall pay when and as due all sales, use, property, excise and other taxes, and all license and registration fees now or hereafter imposed by any governmental body or agency upon any Schedule or the ownership, use, possession, or sale of the Equipment, together with all interest and penalties for their late payment or non-payment ("Taxes"). Customer shall indemnify and hold Owner harmless from any such Taxes. Owner shall prepare and file all tax returns relating to Taxes for which Owner is responsible hereunder or which Owner is permitted to file under the laws of the applicable taxing jurisdiction. Except with respect to Equipment subject to an Equipment Purchase Schedule or \$1.00 Buyout, Customer will not list any of the Equipment for property tax purposes or report any property tax assessed against the Equipment. Upon receipt of any tax bill pertaining to the Equipment from the appropriate taxing authority, Owner will pay such tax and will invoice Customer for the expense. Upon receipt of such invoice, Customer will promptly reimburse Owner for such expense. If the Equipment is subject to an Equipment Purchase Schedule or \$1.00 Buyout, Customer shall report and pay all applicable property taxes on such Equipment. Nothing in this Subsection shall be deemed to prohibit Customer from reporting, for informational purposes only and to the extent required under applicable law, that it uses the Equipment.

(b) Tax Ownership.

(i) If Customer selects \$1.00 Buyout for any Schedule, the parties intend that Customer shall be considered the owner of the Equipment for tax purposes; provided, however, that Owner shall not be deemed to have violated this Agreement or any Schedule by taking a tax position inconsistent with the foregoing to the extent such a position is required by law or is taken though inadvertence so long as such inadvertent tax position is reversed by Owner promptly upon its discovery.

(ii) If Customer selects the Fair Market Value Option or the Fixed Purchase Option for any Schedule, the parties intend that the Schedule will not be a "conditional sale", and that Owner shall at all times and for all purposes be considered the owner of the Equipment (including for income taxes purposes), and that such Schedule will convey to Customer no right, title or interest in any of the Equipment excepts the right to use the Equipment as described in the Schedule. Customer will not take any actions or positions inconsistent with treating Owner as the owner of the Equipment on or with respect to any income tax return. Should either the United States government (or agency thereof) or any state or local tax authority disallow, eliminate, reduce, recapture, or disqualify, in whole or in part, the Equipment tax benefits claimed under a Schedule by Owner as a result of any act or omission of Customer (collectively, "Tax Loss"), to the extent not prohibited by applicable law, Customer will indemnify Owner (on a net after tax basis) against all Tax Losses suffered, including the amount of any interest or penalties which might be assessed on Owner by the governmental authority(ies) with respect to such Tax Loss. All references to Owner in this Section include Owner and the consolidated taxpayer group of which Owner is a member. All of Owner's (including any Assignee's) rights, privileges and indemnities contained in this Section shall survive the expiration or other termination of this Agreement. The rights, privileges and indemnities contained herein are expressly made for the benefit of, and shall be enforceable by Owner (including any Assignee), or its respective successors and assigns.

10. Facsimile copies. Owner may from time to time, in its sole discretion, accept a photocopy or facsimile of this Agreement and/or any Schedule (bearing a photocopied or electronically transmitted copy of Customer's signature) as the binding and effective record of such agreement(s) whether or not an ink signed counterpart thereof is also received by Owner from Customer, provided, however, that no Schedule shall be binding on Owner unless and until executed by Owner. Any such photocopy or electronically transmitted facsimile received by Owner shall when executed by Owner, constitute an original document for the purposes of establishing the provisions thereof and shall be legally admissible under the "best evidence rule" and binding on Customer as if Customer's manual ink signature was personally delivered.

11. Notices. All notices required or provided for in any Schedule, shall be in writing and shall be addressed to Customer or Owner, as the case may be, at its address set forth above or such other address as either such party may later designate in writing to the other party. Such notice shall be considered delivered and effective: (a) upon receipt, if delivered by hand or overnight courier, or (b) three (3) days after deposit with the U.S. Postal Service, if sent certified mail, return receipt requested with postage prepaid. No other means of delivery of notices shall be permitted.

12. Default; remedies. Customer will be in "default" under a Schedule, if any one or more of the following shall occur: (a) Customer or any Guarantor of any Schedule ("Guarantor") fails to pay Owner any Payment due under any Schedule within ten (10) days after it is due, or (b) Customer or any such Guarantor breaches any other term of any Schedule, or (c) Customer or any such Guarantor makes any misrepresentation to Owner, or (d) Customer or any such Guarantor fails to pay any other material obligation owed to Owner, any of Owner's affiliates, or any other party, or (e) Customer or any such Guarantor shall consent to the appointment of a receiver, trustee or liquidator of itself or a substantial part of its assets, or (f) there shall be filed by or against Customer or any such Guarantor a petition in bankruptcy, or (g) Customer's articles of incorporation or other formation documents shall be amended to change Customer's name and Customer fails to give Owner written notice of such change (including a copy of any such amendment) on or before the date such amendment becomes effective, or (h) Customer's legal existence in its state of incorporation or formation shall have lapsed or terminated, or (i) Customer shall dissolve, sell, transfer or otherwise dispose of all or substantially all of its assets, without Owner's prior written consent, which consent shall not be unreasonably withheld, or (j) without prior written consent of Owner, which consent shall not be unreasonably withheld, Customer merges or consolidates with any other entity and Customer is not the survivor of such merger or consolidation. Upon default, Owner may do any one or more of the following: (1) recover from Customer the sum of (A) any and all Payments, late charges and other amounts then due and owing under any or all Schedules, (B) accelerate and collect the unpaid balance of the remaining Payments scheduled to be paid under any or all Schedules, together with Owner's anticipated residual interest in any or all Equipment subject to them, both discounted to present value at a rate of 3% per annum, and (C) Owner's related reasonable attorneys' fees, collection costs and expenses; (2) enter upon Customer's premises and take possession of any or all of such Equipment; (3) terminate any or all Schedules; and/or (4) utilize any other right or remedy provided by applicable law. Customer shall also pay to Owner interest on all unpaid amounts due under a Schedule from the due date of such amounts until paid in full, at a rate per annum equal to the lower of 1-1/2% per month or the highest rate of interest permitted by applicable law (the **"Default Interest Rate"**). In the event the Equipment is returned or repossessed by Owner, Owner will, if commercially reasonable, sell or otherwise dispose of the Equipment, with notice as required by law, and apply the net proceeds after deducting the costs and expenses of such sale or other disposition, to Customer's obligations hereunder with Customer remaining liable for any deficiency and with any excess being retained by Owner or applied as required by law. If Customer fails to perform or comply with any of its agreements or obligations, Owner may perform or comply with such agreements or obligations in its own name or in Customer's name as attorney-in-fact and the amount of any payments and expenses of Owner incurred in connection with such performance or compliance, together with interest thereon at the Default Interest Rate, shall be payable by Customer to Owner upon demand. No express or implied waiver by Owner of any default or breach of Customer's obligations hereunder shall constitute a waiver of any other default or breach of Customer's obligations hereunder.

13. Miscellaneous. All Schedules shall be binding on Customer's successors and permitted assigns, and shall be for the benefit of Owner and its successors and Assignees. **EACH SCHEDULE SHALL BE GOVERNED BY THE LAWS OF MICHIGAN, WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICT OF LAWS OR CHOICE OF LAW. THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATING TO ANY SCHEDULE OR EQUIPMENT. The parties do not intend to exceed any applicable usury laws. If for any reason a Schedule is held to constitute a loan of money, any amounts payable under such Schedule in excess of the applicable highest lawful rate of interest shall be deemed a prepayment of any principal amount due under the Schedule and, if such principal is paid in full, such excess amounts shall be immediately refunded to Customer.** Customer agrees that it shall upon request from Owner, promptly provide to Owner a copy of Customer's most recent annual financial statements and any other financial information of Customer (including interim financial statements) that Owner may request. Customer authorizes Owner to share such information with Owner's affiliates for purposes of credit approval. Customer expressly authorizes credit reporting agencies and other persons to furnish credit information to Owner and its Assignees (and prospective Assignees), separately or jointly with other creditors or Owners, for use in connection with this Agreement or any Schedule. Customer agrees that Owner may provide any information or knowledge Owner may have about Customer or about any matter relating to this Agreement or any Schedule to any one or more Assignees (and prospective Assignees). Owners and joint users of such information are authorized to receive and exchange credit information and to update such information as appropriate during the term of this Agreement and each Schedule. Information about Customer may be used for marketing and administrative purposes and shared with Owner's affiliates. Customer may direct Owner not to share that information (except transaction and experience information and information needed for credit approval) with Owner's affiliates by writing to the Owner's address referenced above. This Agreement will not be valid until accepted by Owner (as evidenced by Owner's signature below). Customer represents and warrants to Owner, that effective on the date on which Customer executes this Agreement and each Schedule: (i) if Customer is a partnership, corporation, limited liability company or other legal entity, the execution and delivery of this Agreement and each Schedule and the performance of Customer's obligations hereunder and thereunder have been duly authorized by all necessary action on the part of the Customer; (ii) the person signing this Agreement and each Schedule on behalf of Customer is duly authorized; (iii) all information provided by Customer to Owner in connection with this Agreement and each Schedule is true and correct; and (iv) this Agreement and each Schedule constitute legal, valid and binding obligations of Customer, enforceable against Customer in accordance with their terms. This Agreement and each Schedule may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Agreement and each Schedule by Customer and when manually countersigned by Owner or attached to Owner's original signature counterpart and/or in Owner's possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. No security interest in this Agreement and each Schedule can be perfected by possession of any counterpart other than the counterpart bearing Owner's original signature. Customer agrees not to raise as a defense to the enforcement of this Agreement or any related documents hereto the fact that such documents were executed by electronic means. Any provision of a Schedule which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of the Schedule, and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. Paragraph headings are for convenience only, are not part of the Schedule and shall not be deemed to affect the meaning or construction of any of the provisions hereof. Customer has not received any tax or accounting advice from Owner. This Agreement, any Schedules, any attachments to this Agreement or any Schedules and any express warranties made by Stryker Sales, LLC constitute the entire agreement between the parties hereto regarding the Equipment and its use and possession and supersede all prior agreements and discussions regarding the Equipment and any prior course of conduct. There are no agreements, oral or written, between the parties which are contrary to the terms of this Agreement and such other documents.

CUSTOMER HAS READ THIS AGREEMENT AND EACH SCHEDULE BEFORE SIGNING IT.

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

EQUIPMENT SCHEDULE NO. 001 TO MASTER AGREEMENT NO.11310175021

(Equipment Rental Schedule)

Owner: Flex Financial, a division of Stryker Sales, LLC 1901 Romence Road Parkway Portage, MI 49002	Customer: Islamorada, Village of Islands, Florida 81850 OVERSEAS HWY ISLAMORADA Florida 33036-3606	
Supplier: Stryker Sales, LLC, 3800 E. Centre Avenue, Portage, MI 49002		
Equipment description: see part I on attached Exhibit A (and/or as described in invoice(s) or equipment list attached hereto and made a part hereof collectively, the "Equipment")		
Equipment Location: 81850 OVERSEAS HWY, ISLAMORADA, Florida 33036-3606		
Schedule of periodic rent payments: 10 Annual payments of \$190,211.60(First payment due 30 days after Agreement is commenced), (Plus Applicable Sales/Use Tax)		
Term in months: 109	Minimum monthly uses: <u>n/a</u>	Fee per use: <u>n/a</u>
TERMS AND CONDITIONS		
1. Rental agreement/term/acceptance/payments. The undersigned Customer ("Customer") unconditionally and irrevocably agrees to rent from the Owner whose name is listed above ("Owner") the Equipment described above, on the terms specified in this Schedule, including all attachments to this Schedule and in the Master Agreement referred to above (as amended from time to time, the "Agreement"). Except as modified herein, the terms of the Agreement are hereby ratified and incorporated into this Schedule as if set forth herein in full, and shall remain fully enforceable throughout the Term of this Schedule (as defined below). Capitalized terms used and not otherwise defined in this Schedule have the respective meanings given to those terms in the Agreement. The term of this Schedule ("Term") shall start on the day the Equipment is delivered to Customer and shall continue for the number of months set forth above beginning with the Rent Commencement Date (as defined below). Customer shall be deemed to have accepted the Equipment for rent under this Schedule on the date that is ten (10) days after the date it is shipped to Customer by the Supplier ("Acceptance Date") and, at Owner's request, Customer shall confirm for Owner such acceptance in writing. No acceptance of any item of Equipment may be revoked by Customer. The Periodic Rent Payments described above ("Periodic Rent") shall be paid commencing on (i) the first day of the month following the month in which the Acceptance Date occurs, if the Acceptance Date is on or before the 15th of the month, or (ii) the first day of the second month following the month in which the Acceptance Date occurs, if the Acceptance Date is after the 15th day of the month ("Rent Commencement Date"). Unless otherwise instructed by Owner in writing, all Periodic Rent and other amounts due hereunder shall be made to Owner's address above. Any payment by or on behalf of Customer that purports to be payment in full for any obligation under this Schedule may only be made after Owner's prior written agreement to accept such payment amount. Periodic Rent is due monthly beginning on the Rent Commencement Date and continuing on the same day of each consecutive month thereafter during the Term regardless of whether or not Customer receives an invoice for it. The Minimum Monthly Uses and Fee Per Use described above shall not affect the amount of any monthly payment.		
2. Return of equipment. Customers will give Owner at least 90 days but not more than 180 days written notice (the "Return Notice") (to Owner's address above) before the initial Term (or any renewal term) expiration of Customer's intention to return the Equipment, whereupon Customers shall: return all of the Equipment in good working condition at Customer's cost how, when and where Owner directs. If Customer fails to give Return Notice or the Return Notice is not sent timely, the Term will be automatically extended (upon the same terms and payments) until the first Periodic Rent payment date which is more than 90 days after Customer has given Owner written notice by certified mail that Customer will return Equipment to Owner and at the end of such extended Term, Customer shall return the Equipment as described above. All Equipment upon return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such equipment shall be eligible for manufacturer's maintenance. If Customer fails to return the Equipment as and when required, Customer shall continue to remit Periodic Rent ("Remedial Payments") to Owner on the dates such payments would be payable under this Schedule as if this Schedule had not expired or terminated.		
3. Miscellaneous. If Customer fails to pay (within thirty days of invoice date) any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by Owner to Customer, such amounts shall be added to the Periodic Rent Payments set forth above (plus interest or additional charges thereon) and Customer authorizes Owner to adjust such Periodic Rent Payments accordingly. Customer agrees that this Schedule is intended to be a "finance lease" as defined in §2A-103(1)(g) of the Uniform Commercial Code. This Schedule will not be valid until signed by Owner. Customer acknowledges that Customer has not received any tax or accounting advice from Owner. If Customer is required to report the components of its payment obligations hereunder to certain state and/or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others, and such amounts are not adequately disclosed in any attachment hereto, then Stryker Sales, LLC will, upon Customer's written request, provide Customer with a detailed outline of the components of its payments which may include equipment, software, service and other related components.		

CUSTOMER HAS READ (AND UNDERSTANDS THE TERMS OF) THIS SCHEDULE BEFORE SIGNING IT:

Customer signature		Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:	Signature:	Date:
Print name:		Print name:	
Title:		Title:	

Exhibit A to Rental Schedule001 to Master Agreement No.11310175021**Description of equipment****Customer name:** Islamorada, Village of Islands, Florida**Delivery Location:** 81850 OVERSEAS HWY, ISLAMORADA,Florida , 33036-3606**Part I - Equipment/Service Coverage (if applicable)**

Model number	Equipment description	Quantity
99577-001957	LP15,ENSPO2CO3L/12LEXNIBP	5
41577-000288	LP15 ACCRY SHIPKIT,AHAS	5
11577-000004	LI-ION CHARGER,STATIONSTD P	5
11171-000046	M-LNCS DCI,ADULT REUSABLE SEN	5
11171-000049	RAINBOW DCI ADT REUSABLESENSOR	5
11577-000002	KIT - CARRY BAG,MAIN BAG	5
11220-000028	TOP POUCH	5
11260-000039	KIT - CARRY BAG,REAR POUCH3	5
21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	15
99576-000063	LUCAS 3,3.1IN SHIPPING BOX	4
11576-000060	LUCAS BATTERY CHARGER,MAINS PL	4
11576-000071	LUCAS POWER SUPPLY WITHCORD,RE	4
11576-000080	BATTERY,LUCASDARK GRAYY	4
99512-001261	LPCR2,WIFIBEN-USDES1ROS	3
639005550001	MTS POWER LOAD	5
650705550001	6507 POWER PRO 2,HIGH CONFIG	5
650700450301	ASSEMBLY,BATTERY CHARGER	5
650700450102	ASSEMBLY,POWER CORDNORTH AM	5
650707000002	KIT,ALVARIUM BATTERYSERVICE	5
6252000000	STAIR PRO - MODEL 6252	5
6252027000	FOOTREST OPTION	5
6250021000	HARD PLASTIC ABS SEAT OPTION	5
6250161000	NON-ABSORBANT RESTRAINT OPTION	5
11996-000471	ASSEMBLY,GATEWAY4GMULTITE	5

Total equipment: \$1,495,362.50**Service coverage:**

Model number	Service coverage description	Quantity	Years
81000001	EMS LIFENET PRO TIER 1	1	10.00
78000008	LP15 On Site Prevent w batt	5	10.00
78000020	LUC On Site Prevent w batt	4	10.00
78000044	LPCR2 On Site PM w batt	3	10.00
77500010	POWER-PRO 2 PREVENT SERVICE	5	10.00
77601102	Prevent+ 1 Year Power Load	5	10.00
77100003	Cot Upgrade or Install	10	10.00
77307102	Prevent 1 Yr Stair Chair 6253	5	10.00

Total service coverage: \$391,137.50

Freight: \$15,616.00

Total Amount: \$1,902,116.00

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

Insurance Authorization and Verification

Date: November 10, 2022

Schedule 001 To Master Agreement Number 11310175021

To: Islamorada, Village of Islands, Florida ("Customer")
81850 OVERSEAS HWY
ISLAMORADA, Florida 33036-3606

From: Flex Financial, a division of Stryker Sales, LLC ("Creditor")
1901 Romence Road Parkway
Portage, MI 49002

TO THE CUSTOMER: In connection with one or more financing arrangements, Creditor may require proof in the form of this document, executed by both Customer* and Customer's agent, that Customer's insurable interest in the financed property (the "Property") meets the requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

Creditor, and its successors and assigns shall be covered as both **ADDITIONAL INSURED** and **LENDER'S LOSS PAYEE** with regard to all equipment financed or acquired for use by policy holder through or from Creditor.

Customer must carry **GENERAL LIABILITY** (and/or, for vehicles, Automobile Liability) in the amount of **no less than \$1,000,000.00** (one million dollars).

Customer must carry **PROPERTY Insurance** (or, for vehicles, Physical Damage Insurance) in an amount **no less than the 'Insurable Value' \$1,495,362.50** with deductibles **no more than \$10,000.00**.

*PLEASE PROVIDE THE INSURANCE AGENTS INFORMATION REQUESTED BELOW & SIGN WHERE INDICATED

By signing, Customer authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

Insurance agency:		Customer signature	
Agent name:		Signature:	Date:
Address:		Print name:	
Phone/fax:		Title:	
Email address:			

*Customer: Creditor will fax the executed form to your insurance agency for endorsement. In Lieu of agent endorsement, Customer's agency may submit insurance certificates demonstrating compliance with all requirements. If fully executed form (or Customer-executed form plus certificates) is not provided within 15 days, we have the right but not the obligation to obtain such insurance at your expense. Should you have any questions please contact Stephen Doorlag at 269-251-2028.

TO THE AGENT: In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Creditor at 877-204-1332 . This fully endorsed form shall serve as proof that Customer's insurance meets the above requirements.

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Agent signature	
Signature:	Date:
Print name:	
Title:	
Carrier name:	
Carrier policy number :	
Policy expiration date:	

Insurable value: \$1,495,362.50

ATTACHED: PROPERTY DESCRIPTION FOR Schedule 001 To Master Agreement Number 11310175021

See Exhibit A to Schedule 001 To Master Agreement Number 11310175021

TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS, ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED OR ATTACHED THERETO AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE RECOVERIES.

State and Local Government Customer Rider

This State and Local Government Customer Rider (the "Rider") is an addition to and hereby made a part of **SCHEDULE001 TO MASTER AGREEMENT No. 11310175021** (the "Agreement") between **Flex Financial**, a division of Stryker Sales, LLC ("Owner") and Islamorada, Village of Islands, Florida ("Customer") **to be executed simultaneously herewith and to which this Rider is attached. Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Owner and Customer agree as follows:**

1. Customer represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement: (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function. Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to the Agreement and any applicable schedule, it has funds available to pay all Agreement payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner a resolution enacted by Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year.
2. To the extent permitted by applicable law, Customer agrees to take all necessary and timely action during the Agreement Term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.
3. Notwithstanding anything to the contrary provided in the Agreement, if Customer does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Customer does not otherwise have funds available to lawfully pay the Agreement payments (a "Non-Appropriation Event"), and provided Customer is not in default of any of Customer's obligations under such Agreement as of the effective date of such termination, Customer may terminate such Agreement effective as of the end of Customer's last funded fiscal year ("Termination Date") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Owner.
4. If Customer terminates the Agreement prior to the expiration of the end of the Agreement's initial (primary) term, or any extension or renewal thereof, as permitted under Section 3 above, Customer shall (i) on or before the Termination Date, at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Owner all sums payable to Owner under the Agreement up to and including the Termination Date.
5. Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

Opinion of Counsel Letter

November 10, 2022

Flex Financial, a division of Stryker Sales, LLC
1901 Romence Road Parkway
Portage, MI 49002

Gentlemen/Ladies:

Reference is made to SCHEDULE 001 TO MASTER AGREEMENT NO. 11310175021 (collectively, the "Agreement") between Flex Financial a division of Stryker Sales, LLC, and Islamorada, Village of Islands, Florida (herein called "Customer") for the use of certain equipment, goods and/or services as described in the Agreement. Unless otherwise defined herein, terms which are defined or defined by reference in the Agreement or any exhibit or schedule thereto shall have the same meaning when used herein as such terms have therein.

The undersigned is Counsel for the Customer in connection with the negotiation, execution and delivery of the Agreement, and as such I am able to render a legal opinion as follows:

1. The Customer is a public body corporate and politic of the State of Florida and is authorized by the Constitution and laws of the State of Florida to enter into the transactions contemplated by the Agreement and to carry out its obligations thereunder. The Customer's name set forth above is the full, true and correct legal name of the Customer.
2. The Agreement set forth above has been duly authorized, executed and delivered by the Customer and constitutes a valid, legal and binding agreement, enforceable in accordance with its terms.
3. No further approval, consent or withholding of objections is required from any federal, state or local governmental authority and the Customer complied with all open meeting and public bidding laws with respect to the entering into or performance by the Customer of the Agreement and the transactions contemplated thereby.
4. The Customer has no authority (statutory or otherwise) to terminate the Agreement prior to the end of its term for any reason other than pursuant to the State and Local Government Customer Rider (if there is such a Rider attached to the Agreement) for the nonappropriation of funds to pay the Agreement payments for any fiscal period during the term of the Agreement.

Very truly yours,

Signature	
Signature:	Date:
Print Name:	
Title:	

ADDENDUM TO MASTER AGREEMENT NO. 11310175021 AND RENTAL SCHEDULE 001 THERETO BETWEEN FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC AND ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

This Addendum is hereby made a part of the agreement (the "Agreement") and the schedule (the "Schedule") described above. In the event of a conflict between the provisions of this Addendum and the provisions of the Agreement or Schedule, the provisions of this Addendum shall control.

The parties hereby agree as follows:

1. The third sentence of Section 4 of the Agreement is hereby amended in its entirety to read as follows:

Owner shall have the right to enter Customer's premises during business hours to inspect any Equipment and observe its use upon at least *two (2)* day's prior written notice.

2. The first sentence of Section 5 of the Agreement is hereby amended in its entirety to read as follows:

Except in case of a non-appropriation event, Customer's Payments and other obligations under each Schedule are absolute and unconditional and non-cancelable regardless of any defect or damage to the Equipment (or Disposables/Implants, if applicable) or loss of possession, use or destruction of the Equipment (or Disposables/Implants, if applicable) and are not subject to any set-offs, recoupment, claims, abatements or defenses, provided that neither this Agreement nor any Equipment Schedule shall impair any express warranties or indemnifications, written service agreements or other obligations of Stryker Corporation or any of its subsidiaries to Customer regarding the Equipment and Owner hereby assigns all of its rights in any Equipment warranties to Customer.

3. The last two sentence of Section 8 of the Agreement are hereby deleted as follows:

Customer authorizes Owner and any Assignee to file UCC financing statements disclosing Owner's or Assignee's interest in the Equipment. Customer shall provide Owner with at least 45 days' prior written notice of any change to Customer's principal place of business, organization or incorporation.

4. The second sentence of Section 12 of the Agreement is hereby amended in its entirety to read as follows:

Upon default, Owner may do any one or more of the following: (1) recover from Customer the sum of (A) any and all Payments, late charges and other amounts then due and owing under any or all Schedules, and (B) Owner's related reasonable attorneys' fees, collection costs and expenses; (2) enter upon Customer's premises and take possession of any or all of such Equipment; (3) terminate any or all Schedules; and/or (4) utilize any other right or remedy provided by applicable law.

5. The second sentence of Section 13 of the Agreement is hereby amended in its entirety to read as follows:

EACH SCHEDULE SHALL BE GOVERNED BY THE LAWS OF *FLORIDA*, WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICT OF LAWS OR CHOICE OF LAW.

6. The second to last sentence of Section 1 of the Schedule are hereby amended as follows:

Periodic Rent is due annually beginning on the Rent Commencement Date and continuing on the same day of each consecutive year thereafter during the Term regardless of whether or not Customer receives an invoice for it.

7. The last sentence of Section 1 of the Schedule is hereby deleted as follows:

The Minimum Monthly Uses and Fee Per Use described above shall not affect the amount of any monthly payment.

8. The first sentence of Section 1 of the State and Local Government Rider is hereby amended in its entirety as follows:

Customer represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement: (a) Customer is a *municipal corporation* of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function.

8. Section 2 of the State and Local Government Rider is hereby amended in its entirety as follows:

To the extent permitted by applicable law, Customer agrees to take reasonable action during the Agreement Term to *budget and appropriate funds* sufficient to satisfy

its payment obligations under the Agreement (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, *and any reasonable appeals* if an appropriation sufficient to satisfy the Obligations is not made.

9. Section 3 of the State and Local Government Rider is hereby amended in its entirety to read as follows:

Notwithstanding anything to the contrary provided in the Agreement, if Customer does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Customer does not otherwise have funds available to lawfully pay the Agreement payments (a "Non-Appropriation Event"), and provided Customer is not in default of any of Customer's obligations under such Agreement as of the effective date of such termination, Customer may terminate such Agreement effective as of the end of Customer's last funded fiscal year ("Termination Date") without liability for future *annual charges* or the early termination charge under such Agreement, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Owner.

10. Section 4 of the State and Local Government Rider is hereby amended in its entirety to read as follows:

4. If Customer terminates the Agreement prior to the expiration of the end of the Agreement's initial (primary) term, or any extension or renewal thereof, as permitted under Section 3 above, Customer shall (i) on or before the Termination Date, at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, and (iii) pay Owner all sums payable to Owner under the Agreement up to and including the Termination Date.

Customer signature		Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:	Signature:	Date:
Print name:		Print name:	
Title:		Title:	

ISLAMORADA, VILLAGE OF ISLANDS**Fire Rescue Department**

Stryker Equipment Inventory as of 11/30/2022

Part Description	Units	Serial Number	Age of Asset (years)
Ambulance Costs			
POWER PRO AMBULANCE COT	1	161239467	6
POWER PRO AMBULANCE COT	1	1902003500372	4
POWER PRO AMBULANCE COT	1	1905003501017	4
POWER PRO AMBULANCE COT	1	1905003501018	4
	<u>4</u>		
POWER LOAD	1	161239517	7
POWER LOAD	1	1902003400263	4
POWER LOAD	1	1905003400024	4
POWER LOAD	1	1905003400025	4
	<u>4</u>		
LifePak Monitor/Defibrillator			
LP15,EN,SPO2,12L,EX,NIBP,CO2,T	1	39913013	11
LP15,EN,SPO2,12L,EX,NIBP,CO2,T	1	39913018	11
LP15,EN,SPO2,12L,EX,NIBP,CO2,T	1	39945429	11
LP15,EN,SPO2CO,3L/12L,EX,NIBP,	1	49210654	2
	<u>4</u>		
Chest Compression System			
LUCAS 2, 2.2, IN SHIPPING BOX,	1	30149635	8
LUCAS 2, 2.2, IN SHIPPING BOX,	1	3015C576	7
LUCAS 3, 3.0, IN SHIPPING BOX	1	35161422	6
	<u>3</u>		
LifePak AED			
LP1000,EN,STD,M	1	36560529	15
LP1000,EN,STD,M	1	36560530	15
LP1000,EN,STD,M	1	36560531	15
	<u>3</u>		

Stryker ALS 360 Agreement would replace existing equipment and add one (1) Power Pro Ambulance Cot and Power Load, add five (5) Stair-Pro Stair Chairs, add one (1) LifePak 15; add one (1) Lucas System

Asset Management Program

ALS 360

Islamorada Fire Rescue

Stryker Emergency Care

ALS360 Partners																
Partner	Location	Service Type	Close Date	LIFEPAK15	LUCAS	LPCR2	LP1000	McGrath	Power PRO	Power LOAD	Stair Chair	CODE-STAT	Modems	DATA Plans	LIFENET Asset	ProCare Service
City of New Orleans	New Orleans, LS	Fire Department	2/25/2019	✓	✓	✓	✓	✓				✓	✓	✓	✓	✓
Anchorage Fire Dept	Anchorage, AK	Fire Department	8/7/2020	✓	✓	✓		✓	✓	✓	✓	✓	✓		✓	✓
Birmingham Fire Dept	Birmingham, AL	Fire Department	10/3/2020	✓	✓		✓		✓	✓		✓	✓		✓	✓
Whatcom County EMS	Bellingham, WA	Municipality	12/17/2020	✓	✓				✓	✓	✓	✓	✓		✓	✓
Violet Township	Pickerington, OH	Fire Department	3/7/2021	✓	✓	✓	✓		✓	✓	✓	✓	✓		✓	✓
City of Pharr EMS	Pharr, TX	Fire Department	5/7/2021	✓	✓			✓	✓	✓	✓	✓	✓		✓	✓
Gaston Rural Fire Prot Dist	Gaston, OR	Fire District	5/20/2021	✓	✓	✓						✓	✓		✓	✓
City of Cornelius Fire Dept	Cornelius, OR	Fire Department	6/4/2021	✓		✓						✓	✓		✓	✓
Manlius Fire Dept	Manlius, NY	Fire Department	6/18/2021	✓	✓	✓	✓		✓	✓	✓		✓	✓	✓	✓
Lemon Grove Fire Dept (Heartland)	Lemon Grove, CA	Fire Department	6/30/2021	✓	✓							✓	✓		✓	✓
City of La Mesa Fire Dep (Heartland)	La Mesa, CA	Fire Department	6/30/2021	✓	✓		✓					✓	✓	✓	✓	✓
Fayetteville Fire Dept	Fayetteville, NY	Fire Department	7/8/2021	✓	✓	✓	✓		✓	✓	✓	✓	✓		✓	✓
Forest Grove Fire and Rescue	Forest Grove, OR	Fire Department	7/19/2021	✓		✓						✓	✓		✓	✓
City of El Cajon (Heartland)	El Cajon, CA	Fire Department	8/11/2021	✓	✓		✓					✓	✓		✓	✓
Allen County Amb Svc	Scottsville, KY	Ambulance District	9/1/2021	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Surry County EMS	Mount Airy, NC	Municipality	9/1/2021	✓	✓		✓	✓				✓	✓	✓	✓	✓
Northland Regional Amb Dist	Platte City, MO	Ambulance District	11/1/2021	✓	✓				✓	✓	✓	✓	✓		✓	✓
Community Care Amb	Ashtabula, OH	Private Service	11/1/2021		✓				✓	✓	✓				✓	✓
Murrieta Fire and Rescue	Murrieta, CA	Fire Department	11/15/2021	✓	✓							✓	✓	✓	✓	✓
Gadsden EMS	Quincy, FL	Municipality	12/2/2021	✓	✓	✓							✓		✓	✓
Fairbanks Fire Dept	Fairbanks, AK	Fire Department	12/13/2021	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓
City of Grand Prairie Fire Dept	Grand Prairie, TX	Fire Department	12/16/2021	✓	✓				✓	✓	✓	✓	✓		✓	✓
Covington Fire Dept	Covington, KY	Fire Department	12/23/2021	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓
Wilkes Emer Med SVC	N. Wilkesboro, NC	Municipality	12/24/2021	✓	✓		✓		✓	✓	✓	✓	✓	✓	✓	✓
Kittitas Valley Fire and Rescue	Ellensburg, WA	Fire Department	12/30/2021	✓			✓		✓	✓	✓				✓	✓
Cheatham County EMS	Ashland City, TN	Fire Department	1/11/2022	✓	✓							✓	✓		✓	✓
MCAS Hopkins	Madisonville, KY	Fire Department	1/11/2022	✓	✓				✓	✓	✓	✓	✓		✓	✓
Valle Ambulance Dist	De Soto, MO	Ambulance District	1/12/2022		✓				✓	✓	✓				✓	✓
Dryden Ambulance	Dryden, NY	Ambulance District	1/26/2022						✓	✓	✓				✓	✓
East Jefferson County Fire Rescue	Port Townsend, WA	Fire Department	1/27/2022	✓			✓		✓	✓	✓				✓	✓
East Lansing Fire Dept	East Lansing, MI	Fire Department	1/30/2022	✓	✓				✓	✓	✓		✓	✓	✓	✓
Delta Twp Fire Dept	Lansing, MI	Fire Department	1/31/2022	✓	✓	✓			✓	✓	✓		✓	✓	✓	✓
Prairie Twp Fire Dept	Columbus, OH	Fire Department	2/16/2022	✓	✓		✓					✓	✓		✓	✓
Aberdeen Fire and Rescue	Aberdeen, SD	Fire Department	2/21/2022		✓				✓	✓	✓	✓			✓	✓
Perinton VolIntr Amb Corp	Fairport, NY	Ambulance District	2/25/2022	✓	✓				✓	✓					✓	✓
Village of Minoa	Minoa, NY	Municipality	3/2/2022	✓	✓	✓	✓		✓		✓		✓	✓	✓	✓
Vacaville Fire Department	Vacaville, CA	Fire Department	3/8/2022	✓	✓		✓	✓	✓	✓	✓	✓	✓		✓	✓
Atascocita Fire Dept	Humble, TX	Fire Department	3/22/2022	✓	✓		✓		✓	✓	✓		✓		✓	✓
Sumter County Fire and EMS	Wildwood, FL	Fire Department	3/28/2022	✓	✓				7		✓	✓	✓		✓	✓
OREM Fire Dept	Orem, UT	Fire Department	4/1/2022	✓	✓				✓	✓	✓		✓	✓	✓	✓
AEGIS Group Inc	Green Bay, WI	Private Service	4/4/2022	✓	✓			✓	✓	✓	✓				✓	✓
McIntosh County EMS	Darien, GA	Municipality	4/21/2022	✓				✓	✓	✓	✓	✓	✓	✓	✓	✓
Palm Beach Gardens Fire	Palm Beach Gardens, FL	Fire Department	5/5/2022	✓	✓	✓	✓				✓		✓		✓	✓
Morrill City Comm Hosp EMS	Bridgeport, NE	Hospital Based	6/16/2022		✓				✓	✓	✓	✓			✓	✓
Shelby County EMS	Shelbyville, KY	Municipality	6/21/2022	✓	✓		✓		✓	✓	✓	✓	✓	✓	✓	✓
Escambia County EMS	Pensacola, FL	Municipality	6/24/2022	✓	✓		✓	✓	✓		✓	✓	✓		✓	✓



Pricing certainty

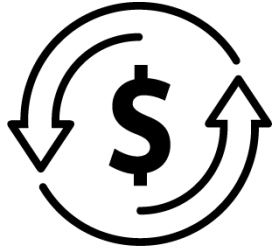


Peace of mind



Lasting legacy

Risk sharing partnership

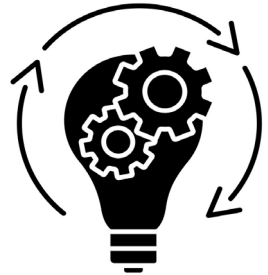


8 to 10 years of level payments includes the following:

- Tech refresh option after 36 months of equipment installation
- No increase in payments on equipment of any like kind and quality

Refresh technology after 36 months, or upon the launch of new technology

- New installation based on customer specs
- May stagger new equipment



If new generation is not launched within 60 months:

- We will refresh equipment of the same generation to maintain performance



Repricing option for “revolutionary” agreement in technology

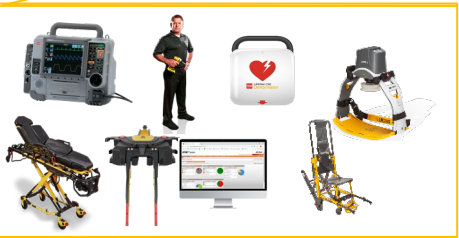
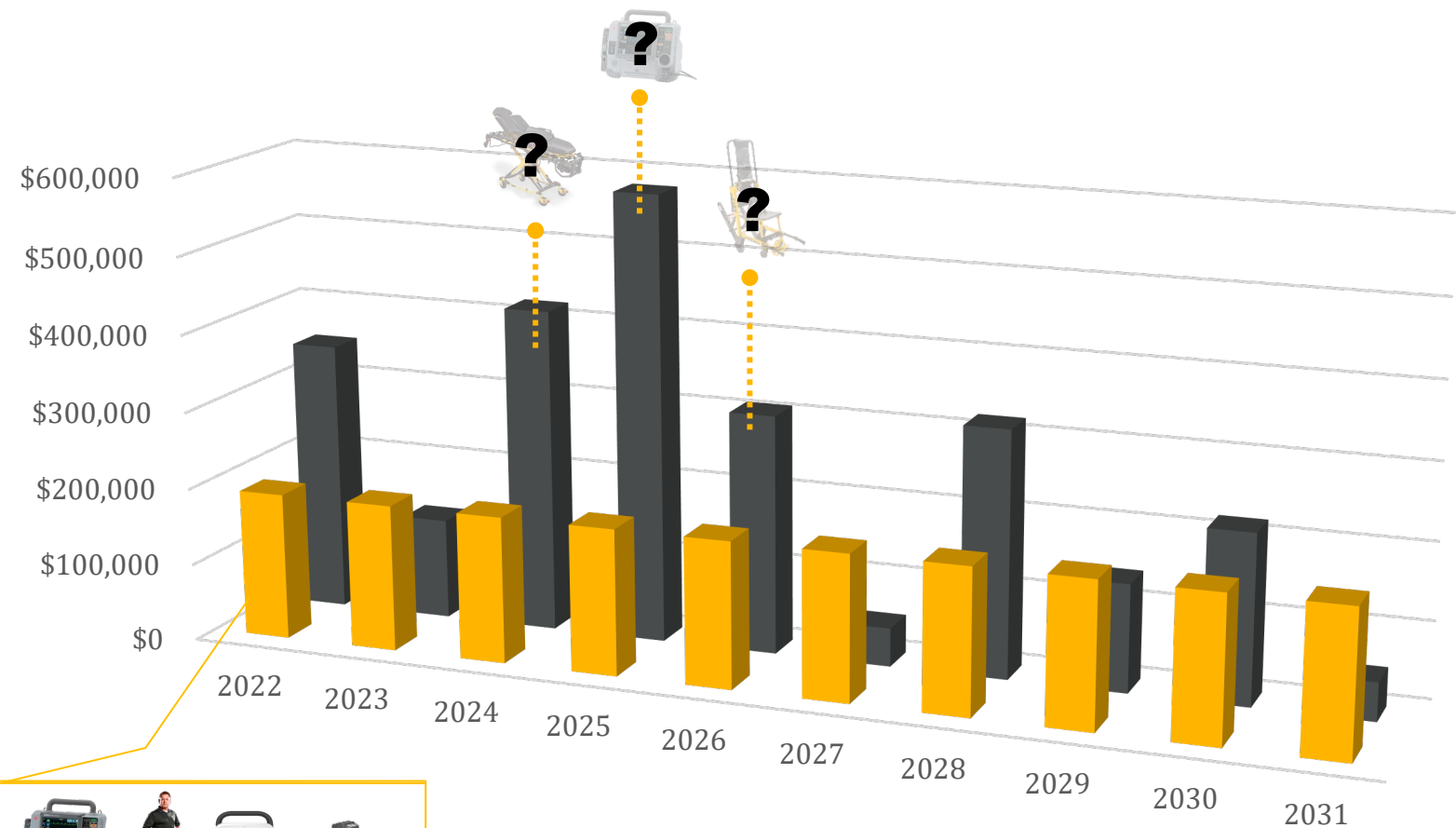
ALS 360 – Islamorada Fire Rescue

comprehensive solution

	Capital product	Qty.	Refresh	Service/data solutions	Qty.	
	Power-LOAD® Fastener System *excludes floor plate & wiring install	5	5	4G modem	5	
	Power-PRO™ XT Powered Ambulance Cot	-	-	Kore data plan	Included	
	Power-PRO™ 2 Powered Ambulance Cot	5	5	LIFENET® Asset	-	
	Stair-PRO® Stair Chair	5	5	CODE-STAT™ data review software seat	Included	
	LIFEPAK® 15 monitor/defibrillator	5	5	CODE-STAT data review annotation service	-	
	LUCAS® 3, v3.1 chest compression system	4	4	CODE-STAT maintenance subscription	Included	
	LIFEPAK 1000 AED	-	-	Trade-in Credits	Applied	
	LIFEPAK CR2 AED	3	3	Accessories and disposables contract	Independent Customer Loyalty Agreement	
	McGRATH™ MAC EMS video laryngoscope	-	No Upgrade	ProCare® Services (all program products)	Included	

Asset Management Program **Example**

ALS 360 vs. Cash Purchase



■ **ALS 360 Total \$1,902,116**

■ **Cash Purchase Total \$2,550,100**

Payment Structure (10)

\$190,212 / year fixed

**Projected Savings vs. Cash
\$783,150**

*This is an example of an ALS360 proposal FMV and is subject to change based on products, timing and terms. Standard trade-in credits apply. All pricing shown is exclusive of taxes and contingent upon credit approval.

ALS 360 financial advantage over 10 years

Equipment/services and accessories	Capital type purchase price (purchase of current product x2 and price increase)	What you pay with ALS 360 (tech refresh included)
Capital equipment	\$2,009,000	\$1,561,600
Connectivity and Data Solutions	\$20,000	\$12,500
Service and support	\$594,300	\$385,600
Trade-in value	\$(73,200)	\$(73,200)
A&D: electrodes	Variable discount	% discount at volume
A&D: filter line sets		% discount at volume
A&D: all other		% discount at volume
Technology refresh made simple™	Requires new capital investment	Technology upgrade included
<u>TOTAL</u>	\$2,550,100	\$1,902,116
<u>10 year annual total</u>		\$190,212

This is an example of an ALS 360 proposal and is subject to change based on products, timing and terms. Standard trade-in credits apply.

A photograph of an emergency room. In the foreground, a patient with grey hair lies on a gurney, wearing a blue oxygen mask and a green cervical collar. A medical device labeled 'LUCAS 3' is positioned over the patient's face. Two medical professionals in teal scrubs and blue hairnets stand on either side of the gurney. In the background, another person in scrubs is visible near a large medical monitor. The scene is brightly lit with overhead surgical lights.

Together, we save lives

Provide a high level of care at a lower cost of ownership with Stryker's effective and efficient Emergency Care solutions.



Council Communication

To: Mayor and Village Council
From:
Date: December 6, 2022
SUBJECT: **Motion Approving the Regular Village Council Meeting Dates for the Calendar Year 2023**

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: 1. 12062022_RVCM_TAB 13_2023 RVCM Calendar



Council Communication

To: Mayor and Village Council

Through: Ted Yates, Village Manager

From: Marne McGrath, Village Clerk

Date: December 8, 2022

SUBJECT: Approval of Regular Village Council Meeting Dates for Calendar Year 2023

Background:

Section 5(8) of the Village Charter specifies: "The council shall conduct regular meetings at such times and places as the council shall prescribe by resolution". Pursuant to Resolution No. 15-09-92, Regular Village Council Meetings are conducted every third Thursday beginning on October 1, 2015. This resolution also provides that the Village Council, by motion, may reschedule or cancel any Village Council Meeting as determined necessary.

Each year the Council reviews the proposed calendar to determine whether any meetings need to be rescheduled or cancelled to avoid major holidays, annual conferences or other conflicting events. To allow for Council Members, staff and residents to make advanced plans and schedule items to be heard by the Village Council, it is helpful to plan and post the Regular Village Council Meeting calendar in advance for the entire calendar year.

If unanticipated conflicts arise during the year, additional Regular Village Council meetings may be rescheduled or cancelled.

Analysis:

A calendar depicting the proposed 2023 Regular Village Council Meeting dates is attached. The calendar identifies the following:

- Event dates are indicated with a colored border - these include Florida Keys Day and the Florida League of Cities Annual Conference.
- Holidays and observances in which office closures will occur are reflected in yellow.
- Potential dates for budget workshops and budget hearings are identified with a red border.
- Proposed Regular Village Council Meeting dates are reflected in blue.

The proposed 2023 Regular Village Council Meeting schedule may have one (1) potential change. The Council may wish to change the February 9 meeting as it may conflict with Florida Keys Day, although event dates have not yet been announced.

It is suggested that members of the Village Council review their own commitments and events scheduled during the 2023 calendar year for consideration of additional changes to the regular meeting schedule.

If unanticipated conflicts arise during the year, additional Regular Village Council meetings may be rescheduled or cancelled.

Budget Impact:

There is no associated budget impact.

Staff Impact:

There is no associated staff impact.

Recommendation:

It is recommended that the Village Council, by motion, approve dates for the 2023 Regular Village Council Meetings as agreed upon during Council discussion.

Calendar Year 2023 Regular Village Council Meetings

Regular Village Council Meeting dates indicated with blue

indicates event conflict

Holiday closures indicated with yellow

Date range for potential Budget Meetings - red border

January						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Holidays and Observances (office closures in bold font and yellow highlight)

Jan 2	New Year's Day observed	Jan 16	MLK Day	Feb 20	Presidents' Day
Apr 7	Good Friday	Apr 5	1st day of Passover	Apr 13	last day of Passover
Apr 9	Easter	May 14	Mother's Day	May 29	Memorial Day
Jun 18	Father's Day	Jul 4	Independence Day	Sep 4	Labor Day
Sep 15-17	Rosh Hashana	Sep 24 -25	Yom Kippur	Oct 9	Columbus Day
Nov 10	Veterans Day (observed)	Nov 23-24	Thanksgiving Holiday	Dec 7	1st day of Hanukkah
Dec 15	last day of Hanukkah	Dec 22-25 TBD Christmas Eve and Christmas Day holidays (observed)			

Events:

Florida Keys Day in Tallahassee TBD (evening reception 1st day, FLK Day 2nd day) 2022 dates - Feb 9 & 10

August 10-12: Florida League of Cities Annual Conference in Orlando