Islamorada, Village of Islands

REGULAR VILLAGE COUNCIL MEETING

REVISION 2

February 13, 2024 - 5:30 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

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

AGENDA

I. CALL TO ORDER / ROLL CALL

II. PLEDGE OF ALLEGIANCE

III. AGENDA: Requests for Deletion / Emergency Additions

IV. REPORTS, PRESENTATIONS AND ANNOUNCEMENTS

A. FDOT Landscaping Project Presentation

V. 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.)

VI. MAYOR / COUNCIL COMMUNICATIONS

A. Discussion Regarding Potential Staggering of Councilmember Terms (Councilmember Elizabeth Jolin) **TAB 2**

B. Clarification of and Staff Direction for Requirement for District Boundary Buffer Requirement, as per Quasi-Judicial Hearing on Variance for 121 Carroll Street Heard on April 11, 2023 (Councilmember Mark Gregg) **TAB 3**

C. Staff Direction for Offers to Purchase and "Other Relief" for Administration Relief Application Hearings under Village Code Section 30-477(f)(2) and (3) (Councilmember Mark Gregg) **TAB 4**

D. Discussion about the Composition of the LPA (Mayor Buddy Pinder)

VII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

A. Request for Direction Regarding Termination of the Lease Agreement for Operation of the Billboard on Windley Key **TAB 5**

VIII. CONSENT AGENDA

A. Approval of Meeting Minutes: **TAB 6**
Executive Session - January 9, 2024

Regular Council Meeting - January 9, 2024
Regular Council Meeting - January 11, 2024
Special Call Village Council Meeting - January 17, 2024
Special Call Village Council Meeting - January 22, 2024 (Marne McGrath, Village Clerk)

B. Resolution Approving the Work Authorization with Tim Matthews Tree & Landscaping for Planting Projects within the Village **TAB 7** (Peter Frezza, Environmental Resources Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATIONS WITH TIM MATTHEWS TREE & LANDSCAPING, INC FOR COMPLETION OF PLANTING PROJECTS WITHIN THE VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE WORK AUTHORIZATIONS; AND PROVIDING FOR AN EFFECTIVE DATE

C. Resolution Approving Work Authorization No. 6 with CPH, LLC. for Construction Observation and Construction Engineering and Inspection of the Founders Park Breakwater Restoration **TAB 8** (Peter Frezza, Environmental Resources Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 6 WITH CPH LLC FOR FOUNDERS PARK BREAKWATER CONSTRUCTION OBSERVATION AND CONSTRUCTION ENGINEERING AND INSPECTION; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

D. Resolution Approving Update to Council Procedures to Create Process for Annual Legislative Priorities **TAB 9** (John Quick, Interim Village Attorney)

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

E. Resolution Approving First Amendment to Contractual Services Agreement for Solid Waste Services to allow a Rate Correction for Commercial Rolloff Compactors **TAB 10** (Maria Bassett, Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,

VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE, YARD WASTE AND RECYCLING COLLECTION AND DISPOSAL SERVICES; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AMENDMENT; AND PROVIDING AN EFFECTIVE DATE

IX. RESOLUTIONS

A. Resolution Approving Final Ranking and Recommendation of the RFP 23-17 Evaluation Committee and Approval of Native Construction for the Green Turtle Hammock Preserve Pavilion Project **TAB 11** (Peter Frezza, Environmental Resources Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 23-17 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR THE GREEN TURTLE HAMMOCK NATURE PRESERVE SCENIC OVERLOOK PAVILION 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

B. Resolution of the Village Council of Islamorada, Florida, authorizing the reconstitution of the Ridesharing Service Selection Advisory Panel and directing readvertising of Request for Proposals 23-18 **TAB 12** (A.J. Engelmeyer, Public Works Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ESTABLISH A RIDESHARING SERVICE ADVISORY SELECTION PANEL; PROVIDING FOR THE RE-ADVERTISING OF THE RFP; DEFINING THE PANELS DURATION, COMPOSITION, DUTIES AND RESPONSIBILITIES; AND PROVIDING FOR AN EFFECTIVE DATE

C. Resolution Approving a First Amendment to Project Agreement Work Authorization No. 1 with Page Excavating, Inc. **TAB 13** (A.J. Engelmeyer, Public Works Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A FIRST AMENDMENT TO WORK AUTHORIZATION NO. 1 BETWEEN PAGE EXCAVATING, INC. AND ISLAMORADA, VILLAGE OF ISLANDS, INCREASING THE NOT-TO-EXCEED AMOUNT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER

TO EXECUTE THE FIRST AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE

X. ORDINANCES

A. Ordinance Amending the Village Code to Create Section 2-33 "Reimbursement of Legal Expense in Defense of Officials" - **Second Reading - TAB 14** (John Quick, Interim Village Attorney)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING THE VILLAGE CODE BY AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE II "OFFICERS AND EMPLOYEES," DIVISION 1 "GENERALLY" BY CREATING SECTION 2-33 "REIMBURSEMENT OF LEGAL EXPENSE IN DEFENSE OF OFFICIALS"; PROVIDING FOR THE REIMBURSEMENT OF DEFENSE OF OFFICIALS; DEFINITIONS; REQUEST AND APPROVAL; AUTHORIZATION; RESERVATION OF RIGHTS AND IMMUNITIES; APPLICABILITY; MALICIOUS, FRIVOLOUS OR GROUNDLESS ALLEGATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR EFFECTIVE DATE.

B. Ordinance Amending Section 22-64 First Time Home Buyer Down Payment - **Second Reading - TAB 15** (Jennifer DeBoisbriand , Planning Director, John Quick, Interim Village Attorney, Maria Bassett, Finance Director)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 22 "HOUSING", ARTICLE III "FIRST TIME HOME BUYER DOWN PAYMENT", AMENDING SECTION 22-64; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE FLORIDA DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE FLORIDA DEPARTMENT OF COMMERCE

C. Ordinance Amending Section 2-121, Appeals of Code Enforcement Orders - **First Reading - TAB 16** (John Quick, Interim Village Attorney)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING THE VILLAGE CODE BY AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE III "CODE COMPLIANCE," DIVISION 2 "ADMINSTRATION AND ENFORCEMENT", SECTION 2-121 "APPEALS OF ORDER"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE

D. Ordinance Calling for a Referendum to Revise Term Limits - **First Reading - TAB 17** (John Quick, Interim Village Attorney)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS,

FLORIDA, CALLING FOR A REFERENDUM VOTE TO BE HELD WITH THE REGULAR VILLAGE ELECTION ON NOVEMBER 5, 2024; PROVIDING FOR SUBMISSION TO THE ELECTORS OF PROPOSED AMENDMENTS TO THE VILLAGE CHARTER PERTAINING TO TERM LIMITS; PROVIDING FOR PLACEMENT ON THE BALLOT; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR AUTHORIZATION OF VILLAGE CLERK AND FOR VILLAGE CANVASSING BOARD; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CHARTER/CONFORMITY OF AMENDMENT; REPEALING ORDINANCE NO. 24-02; AND PROVIDING FOR AN EFFECTIVE DATE

XI. MOTIONS

- **A.** Consideration to Appoint Angel Borden to the Historic Preservation Committee **TAB 18**
- **B.** Motion to Approve Path Forward for Village Manager Position **TAB 19**
- **C.** Motion to Adopt the Resolution Approving Third Sixty (60) Day Extension of Employee Interchange Agreement with Monroe County **TAB 20**

XII. SUPPLEMENTARY REPORTS - TAB 21

- **A.** After-Action Report
- **B.** FY 23-24 Weiss, Serota Billing Summary
- **C.** FY 23-24 Council & Staff Travel - Scheduled & Completed

XIII. ADJOURNMENT

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

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

Option 2: Call in During the Meeting.

1. If phoning in, dial 305-224-1968 and enter the webinar **ID: 911 0656 4166** followed by #. When the Mayor opens public comment pertaining to the agenda item you are interested in dial ***9** to be recognized by the Zoom meeting monitor. The Monitor will call you by the last four digits of your phone number. Please be sure to unmute your phone when you are called upon.

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

ADA Assistance:

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

Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: February 13, 2024
SUBJECT: **FDOT Landscaping Project Presentation**

Background:
FDOT Community Outreach Specialist Rodolfo Roman contacted the Village to have his project team present on upcoming landscape projects.

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None

Council Communication

To: Mayor and Village Council
From: John Quick, Interim Village Attorney
Date: February 13, 2024
SUBJECT: **Discussion Regarding Potential Staggering of Councilmember Terms (Councilmember Elizabeth Jolin) TAB 2**

Background:
Discussion regarding the potential of staggering Councilmember terms

Analysis:
Items for consideration from the Village Attorney: If the Council is interested in creating staggered Councilmember terms, this change would require a referendum to approve a change to the Charter. The next step would be to direct the Village Attorney to prepare an ordinance creating a ballot question to submit to the voters. Thereafter, the ordinance would presented to Council for its consideration and would require passage by Council after 2 readings.

Some guidance would be required for proper drafting - in particular whether such staggering would be with the current 2-year term schedule or whether it would also include a proposed change to 4-year Councilmember terms. It is important to note that 2-year staggered terms would require an election every year. There nothing legally prohibiting that of which I'm aware, but it should be considered by Council because elections in the odd numbered years would not coincide with a general election. As a result, the cost of those elections would be borne by the Village since there would be no Countywide election on which to piggyback. Staggered 4-years terms would allow all elections to coincide with a Countywide election and, thus, avoid the expense of an election. However, this would also require an amendment to the length of Councilmember terms.

An additional item of note is that in order to establish staggered terms, 2 or 3 of the Council seats would need to be for 1 year (in the event Council terms remain at 2 years) or 2 years (in the event that Council terms are changed to 4 years). This would only be done with the first election after such change and the Council seats subject to the initial shorter term would be specified in any such ordinance. After the initial election, all Council seats would be for the same length of time.

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None

Council Communication

To: Mayor and Village Council
From:
Date: February 13, 2024
SUBJECT: **Clarification of and Staff Direction for Requirement for District Boundary Buffer Requirement, as per Quasi-Judicial Hearing on Variance for 121 Carroll Street Heard on April 11, 2023 (Councilmember Mark Gregg) TAB 3**

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments:
1. Council Communication Variance
2. June 8, 2023 Regular Village Council Meeting highlighted

Council Communication

To: Mayor and Village Council
From: Jennifer DeBoisbriand , Planning Director
Date: April 11, 2023
SUBJECT: **Administrative Variance - Sideyard Setback - 121 Carroll Street - TAB 2**

Background:
The subject property is located on the east side of Carroll Street, north of Blackwood Drive, in Upper Matecumbe Key. The site maintains a lot area of approximately 44,148 square feet (1.01 acres). The site is zoned Settlers Residential (SR) District and is located within the Residential Medium (RM) Future Land Use Map (FLUM) category. The site is adjacent to single family homes, located within the Settlers Residential (SR) to the south and west and a hotel/motel use, located within Tourist Commercial (TC) District, to the north. The site is adjacent to the Atlantic Ocean to the east.

There is currently an existing single-family residence on the site. The applicant is seeking a buffer relaxation in order to decrease the minimum required buffer yard from twenty (20) feet to ten (10) feet for a span of 48.8 feet and from twenty (20) feet to fifteen (15) feet for 95.1 feet. This buffer relaxation is limited to the area adjacent to the hotel/motel use.

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. The site is designated as a Turtle Beach.

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.”

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 hotel/motel use to the north. The property is only 50'2" wide. The applicant did not subdivide the lot or create the reduced lot width himself. The applicant has indicated that the current bufferyard requirement reduces the buildable area of the parcel by 4,050 square feet. Except the adjoining property to the southwest all other surrounding parcels are significantly wider than this site. The applicant also notes that a similar but larger parcel on the street recently received the same relief from bufferyard. Also, the variance is requested in a way to allow reasonable use of the land while minimizing the reduction in bufferyards.

The Village Biologist has reviewed the request and suggested the following conditions:
1. Only the width is approved for reduction and the number of plantings required shall remain the same.
2. No landscaping shall be placed waterward of the waterward face of the existing deck.

Budget Impact:
None

Staff Impact:
None

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. Only the width is approved for reduction and the number of plantings required shall

remain the same.
2. No landscaping shall be placed waterward of the waterward face of the existing deck.
3. Except as otherwise provided herein, applicant/owner agrees to comply in all respects with any applicable Federal, State, County, or local rules and regulations.
4. 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 persist.

Attachments:
1. Proposed Resolution
2. Overall site plan
3. Overall site landscape

Islamorada, Village of Islands

SPECIAL CALL VILLAGE COUNCIL MEETING

April 11, 2023 - 3:00 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

MINUTES

I. CALL TO ORDER / ROLL CALL

Mayor Joseph B. Pinder III called the meeting to order at 03:00 PM

II. PLEDGE OF ALLEGIANCE

Don Horton led the Pledge of Allegiance and Mayor Joseph B. Pinder III said a prayer to begin the meeting.

III. AGENDA: Requests for Deletion / Emergency Additions

Vice Mayor Sharon Mahoney asked to schedule a workshop/round table discussion about the proposed planning codes for public input.

Village Attorney John Quick noted Tabs 3 and 4 would be moved from Resolutions to Quasi-Judicial Hearings

IV. MAYOR / COUNCIL COMMUNICATIONS

V. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

Village Attorney John Quick indicated he would notify the judge of the intention to pursue the 300 affordable housing allocations as a result of recently passed state legislation.

VI. 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.)

Joe Wischmeier, Van Cadenhead, Sue Miller, Deb Gillis, Ty Harris, and Don Horton provided public comment.

VII. QUASI-JUDICIAL

Village Attorney John Quick summarized the Quasi-judicial process.

A. Final Plat Approval - Sojourn - **TAB 1** (Jennifer DeBoisbriand , Planning Director)

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

B. Administrative Variance - Sideyard Setback - 121 Carroll Street - **TAB 2** (Jennifer DeBoisbriand , Planning Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF PEDRO GREER JR TO ALLOW FOR A REDUCTION IN THE REQUIRED BUFFER YARD FROM THE MINIMUM REQUIRED TWENTY (20) FEET TO TEN (10) FEET FOR PROPOSED ADDITION TO THE EXISTING PRINCIPAL STRUCTURE, AND ALLOW FOR A REDUCTION IN THE REQUIRED BUFFER YARD FROM TWENTY (20) FEET TO FIFTEEN (15) FEET TO ACCOMMODATE PROPOSED ACCESSORY STRUCTURES. THE PROJECT IS LOCATED AT 121 CARROLL STREET ON UPPER MATECUMBE KEY, WITHIN THE SETTLERS RESIDENTIAL (SR) DISTRICT, REAL ESTATE NUMBER 00096150-000000, AS LEGALLY DESCRIBED HEREIN; AND PROVIDING FOR AN EFFECTIVE DATE.

Village Attorney John Quick read the quasi-judicial statement and asked for Council to disclose ex-parte communications.

Ex parte communications disclosure:
None of the Council Members had ex parte communications.

Planning Director Jennifer DeBoisbriand summarized the Village's position and noted staff recommended approval of the request with conditions.

Council Member Mark Gregg noted his reading of the code suggested a residential property next to a commercial property should not bear the responsibility for installing the buffer zone. He contended that staff should not have required and accepted the application. Development Services Director Daniel J. Gulizio agreed that this request was atypical. His interpretation of the code was that a class 3 buffer was required next to a commercial property Council Member Elizabeth Jolin expressed concern that during consideration of an item was not the appropriate time to re-examine this section of the code.

Speakers in favor:
Don Horton and Sue Miller

Speakers opposed:
None

Council Member Mark Gregg clarified the motion was to recognize the buffer is not required, that a resolution is not necessary, and the applicant can proceed without the necessity of a buffer and we refund the application fees.

C. Alcohol Beverage Use Permit - Midway Cafe - **TAB 3** (Jennifer DeBoisbriand , Planning Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF MIDWAY CAFE ISLAMORADA, INC. FOR A 2COP

Council Communication

To: Mayor and Village Council
From:
Date: February 13, 2024
SUBJECT: **Staff Direction for Offers to Purchase and "Other Relief" for Administration Relief Application Hearings under Village Code Section 30-477(f)(2) and (3) (Councilmember Mark Gregg) TAB 4**

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: 1. Village Code Sec. 30-477 Admin Relief highlighted

Sec 30-477 Administrative Relief

(a) *Eligibility*. An applicant is eligible for administrative relief under the provisions of this section if all the following criteria are met:

(1) The applicant has complied with all requirements of the building permit allocation system;

(2) The subject application has not been withdrawn;

(3) The subject application has been considered in at least four consecutive annual allocation periods and has failed to receive an allocation award;

(4) The applicant for the subject application has not been granted an allocation award deferral pursuant to Code section 30-475(m); and

(5) The granting of administrative relief in the form of the issuance of a building permit shall be prohibited for lands within the Florida Forever targeted acquisition area unless, after 60 days from receipt of a complete application for administrative relief, it has been determined that the parcel cannot be purchased for conservation purposes by any county, state or federal agency or any private entity. The village shall routinely notify the Department of Environmental Protection of upcoming administrative relief requests at least six months prior to the deadline for administrative relief.

(b) *Application*. An application for administrative relief shall be made on a form prescribed by the director and may be filed with the department of planning and development services no earlier than the conclusion of the fourth annual allocation period and no later than 120 days following the close of the fourth annual allocation period.

(c) *Forwarding of records to village council; effect of failure to file application*. Upon the filing of an application for administrative relief, the director shall forward to the village council all relevant files and records relating to the subject applications. Failure to file an application shall constitute a waiver of any rights under this section to assert that the subject property has been taken by the village without payment of just compensation as a result of the building permit allocation system.

(d) *Public hearing*. Upon receipt of an application for administrative relief, the village council shall notice and hold a public hearing at which the applicant will be given an opportunity to be heard.

(e) *Procedures*. The village council shall consider the application under the procedures established in sections 30-552 and 30-553.

(f) *Action by village council*. At the conclusion of the public hearing, the village council may take any or a combination of the following actions:

(1) Grant the applicant an allocation award for all or part of the allocation requested in the next succeeding allocation period or extended pro rata over several succeeding allocation periods.

(2) Offer to purchase the property at its fair market value.

(3) Suggest such other relief as may be necessary and appropriate.

(Ord. No. 02-17, § 1(4.10.7), 2-21-2002; Ord. No. 09-04, § 2, 4-9-2009)

HISTORY
Amended by Ord. 10-10 § 1 on 8/12/2010

Council Communication

To: Mayor and Village Council
From:
Date: February 13, 2024
SUBJECT: **Discussion about the Composition of the LPA (Mayor Buddy Pinder)**

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None

Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: February 13, 2024
SUBJECT: **Request for Direction Regarding Termination of the Lease Agreement for Operation of the Billboard on Windley Key TAB 5**

Background:
Upon purchase by Islamorada, Village of Islands (the "Village"), of the property at mile 84.8 Windley Key for the Habitat for Humanity housing project, the Village assumed the role of lessor of a billboard lease which was established in 2012 by the former owner of the property. The lease, attached hereto as Exhibit "A", with Outfront Media (formerly CBS Outdoor LLC), is for use of a segment of this property by Outfront Media to operate and maintain a billboard and associated signage. The initial term of the lease was for six years and the lease was to continue in full force and effect for its term and thereafter for subsequent successive like terms, unless terminated at the end of such term, or any successive like terms. The second term of this lease is due to expire on July 31, 2024. The lease may be terminated at the end of this term by written notice of the Village to Outfront Media not less than 90 days before the end of the term. Therefore, the Village would need to notify Outfront Media of termination before May 2, 2024. Outfront Media is paying the Village a rental fee of approximately $5,000 per year for the lease.

Analysis:
In response to complaints staff has received from residents regarding the billboard, the Village is considering the termination of the lease with Outfront Media to operate the billboard. Native plants have also been removed recently and are being trimmed unnecessarily by billboard maintenance crew to keep a clear view of the billboard. After the billboard is removed, staff would plant native vegetation in the area. The replanted area would be more aesthetically pleasing to the adjacent Windley Point community and to travelers on the Overseas Highway.

Budget Impact:
The only budget impact would be a loss of the rental fee revenue to the Village of approximately $5,000 per year.

Staff Impact:
There would be minimal staff impact with termination of this lease.

Recommendation:
Staff recommends that the Village Council approve of a termination of the lease agreement.

Attachments: 1. Exhibit A_Billboard Lease

Exhibit "A"

CBS OUTDOOR

DATE 6/11/2012
SIZE 10'x40'
REP NAME: M. Karlsson

LEASE NO. 912665 DIV. 01281
VENDOR NO. 83115
PANEL NO. 489278
PARCEL ID NO: 00093980-000000

SIGN LOCATION LEASE

1. **MARKER 84 PROPERTIES, LLC** (hereinafter called LESSOR(S)), hereby leases and grants exclusively to **CBS OUTDOOR INC.** (hereinafter called LESSEE) the exclusive use of the "Leased Premises" (as hereinafter defined) consisting of a portion of the property known as: **EAST SIDE US-1, AT MM 84.9 (84771 Overseas Hwy., Windley Key, Monroe County, FL)** (the "Property") (with free access over and across same) for the purpose of erecting, constructing, installing, placing, operating, maintaining, servicing, relocating and removing LESSEE'S advertising sign(s) thereon, including supporting structures, illumination facilities and connections, back-up panels, service ladders and other appurtenances and ancillary equipment (the "Sign Structure(s)").

2. The "Leased Premises" shall consist of the area where the supporting structure of the Sign Structure(s) is/are affixed to the Property, the surrounding area and the airspace above the same, as more particularly described on Exhibit A attached hereto and made a part hereof.

3. LESSOR grants to LESSEE and/or its agents the right to vehicular and pedestrian ingress and egress to and from the Sign Structure(s) over and across the Property and any other property owned or controlled by LESSOR for (i) all purposes reasonably necessary for the erection, construction, installation, placing, operating, maintaining, servicing and removal of the Sign Structure(s), (ii) the right to provide or establish electrical power to the Sign Structure(s) (at LESSEE's sole expense), (iii) the right to place incidental and ancillary equipment thereon, (iv) the right to relocate the Sign Structure(s) to lawful site(s) satisfactory to LESSEE on LESSOR'S Property if the maintenance of the Sign Structure(s) on the Leased Premises are proscribed by federal, State or Local statue, ordinance or regulation.

4. The initial term (the "Term") of this Lease shall be Six (6) year(s) commencing on **August 1, 2012** ~~or, in the case of a new construction, on the date that construction shall be completed (the "Commencement Date")~~.

5. The Lease shall continue in full force and effect for its Term and thereafter for subsequent successive like terms, unless terminated at the end of such Term, or any successive like term, upon written notice by the LESSOR(S) or LESSEE sent by certified or registered mail served not less than (90) days before the end of such like term or subsequent like term. Subsequent like term rentals shall be equal to the immediately preceding term rental rate.

6. LESSEE shall pay to LESSOR(S) rental of **Yr 1-2: $4,590.00/yr, Yr 3-4: $4,965.00/yr, Yr 5-6: $5,370.00/yr** Dollars ( ) per year, payable in **annual** installments of **Yr 1-2: $4,590.00/yr, Yr 3-4: $4,965.00/yr, Yr 5-6: $5,370.00/yr** Dollars ( ) beginning on the Commencement Date ("Rent"). ~~Notwithstanding the foregoing, prior to completion of construction of the Sign Structure(s) and during the entire period in which no advertising copy is displayed on the Sign Structure(s) by LESSEE, the Rent shall be Ten ($10.00) Dollars.~~ Payment of Rent shall be limited to one (1) check per payment payable to no more than two (2) payees.

7. LESSOR(S) warrants that LESSOR(S) is the owner of the Property and has full authority to make this agreement and the LESSEE shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction, maintenance and removal of the Sign Structure(s) at the sole discretion of LESSEE. LESSOR shall sign any documentation that such governing bodies may require with respect to obtaining such permits, provided that LESSOR shall incur no costs in connection therewith.

8. LESSEE shall save the LESSOR(S) harmless from all damage to persons or property by reason of accidents resulting from the negligent or willful acts of LESSEE'S agents, employees or others employed in the erection, construction, installation, placing, operating, maintaining, servicing and removal of its Sign Structure(s) on the Leased Premises.

9. This agreement is a Lease (not a License). The Sign Structure(s) currently located at the Leased Premises, and all sign(s), structure(s), improvements and appurtenances thereto placed on the Property hereafter by or for LESSEE, its agent or predecessor and any and all permits related thereto shall at all times remain the property of LESSEE, and LESSEE shall have the right to remove the same at any time during the Term of the Lease (as the same may be extended), or, for a reasonable amount of time after the expiration or termination of the Lease (the "Removal Date"). At LESSEE's sole discretion, if LESSEE removes its Sign Structure(s), only the above grade portions of said Sign Structure(s) shall be removed. The future existence of below grade improvements shall not constitute continued occupancy of the Leased Premises by LESSEE. If upon the expiration of the Term (as the same may be extended) the parties hereto are engaged in good faith negotiation of the terms of a renewal lease, then LESSEE shall not be obligated to remove its Sign Structure(s) from the Leased Premises until thirty (30) days after the receipt of written notice from LESSOR expressly stating that LESSOR does not desire to continue such renewal negotiation.

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10. In the event that all or any part of the Property is acquired or sought to be acquired by or for the benefit of any entity having or delegated the power of eminent domain, LESSEE shall, at its election and in its sole discretion, be entitled to: (i) contest the acquisition and defend against the taking of LESSEE's interest in the Property; (ii) reconstruct the Sign Structure(s) on any portion of the Property not being acquired, as reasonably approved by LESSOR; and (iii) recover damages to and compensation for the fair market value of its leasehold and Sign Structure(s) taken or impacted by the acquisition. No termination right set forth anywhere in this Lease may be exercised by LESSOR if the Property or any portion thereof is taken or threatened to be taken by eminent domain, or if the Property is conveyed or to be conveyed to or for the benefit of any entity having the power of eminent domain.

11. In the event that, in LESSEE's sole opinion; (a) LESSEE is unable to secure or maintain any required permit or license from any appropriate governmental authority; (b) federal, state or local statute, ordinance regulation or other governmental action precludes or materially limits use of the Leased Premises for outdoor advertising purposes; (c) LESSEE's Sign Structure(s) on the Leased Premises become entirely or partially obstructed or destroyed; (d) the view of LESSEE's Sign Structure(s) are obstructed or impaired in any way by any object or growth on the Property or on any neighboring property; (e) the advertising value of the Sign Structure(s) is impaired or diminished; (f) there occurs a diversion of traffic from, or a change in the direction of, traffic past the Sign Structure(s); (g) LESSEE is prevented from maintaining electrical power to the Leased Premises or illuminating its Sign Structure(s); (h) LESSEE finds that, in LESSEE'S sole opinion, the continued maintenance/operation of the Sign Structure(s) is impractical or uneconomical due to engineering, architectural, construction or maintenance circumstances which will require structural improvements to LESSOR(S)'s Property; (i) maintenance will be hampered or made unsafe due to conditions caused by nearby properties, land uses, or utilities, then LESSEE shall, at its option, have the right to either reasonably abate the rent until the issues with "A" through "I" above are cured, and/or terminate this Lease upon thirty (30) days notice in writing to LESSOR(S) and LESSOR(S) shall refund to LESSEE any rental payment paid in advance for the remainder of the un-expired term.

12. If LESSEE is prevented by law, government order, or other causes beyond LESSEE's control from illuminating its Sign Structure(s), then as an alternative to the remedy in Section 11(g) above, the LESSEE may reduce the rental provided in paragraph 6 above by 50%, with such reduced rental to remain in effect so long as such condition continues to exist. LESSEE agrees to pay all electrical power costs used in conjunction with its sign(s).

13. LESSOR(S) shall not cause nor permit any outdoor advertising sign other than those in existence at the time of the execution of this Lease (if any), or those constructed by LESSEE pursuant to the terms hereof (or otherwise) to be placed on the Property or any Leased Premises owned or controlled by the LESSOR or his/hers/its beneficiaries, if any, within a radius of one thousand feet (1000') from LESSEE's Sign Structure(s) without prior written consent from the LESSEE. It is the understanding of the parties that visibility of the Sign Structure(s) to the traveling public is the essence of this Lease. LESSOR(S) shall not cause nor permit LESSEE's Sign Structure(s) to be obscured from visibility to the traveling public. LESSOR(S) grants LESSEE the rights to trim, cut, or remove brush, trees, shrubs, or any vegetation or remove any obstructions of any kind on the Property, or any other property owned or controlled by LESSOR, which limit the visibility of the Sign Structure(s).

14. LESSOR(S) warrants that it owns the Property (including the Leased Premises) and has the authority to enter into this Lease and that if LESSEE shall pay the rent provided for herein, LESSEE shall and may peaceably and quietly have, hold and enjoy use of the Leased Premises for the Term of this Lease. To this end, if at any time during the Term of this Lease LESSOR(S) fails to pay any lien or encumbrance affecting the Leased Premises, including any past due real estate taxes, interest, and/or penalties thereto, and after receipt of LESSEE's written request to LESSOR(S) to pay said sums, LESSOR fails to make such payment, LESSEE shall have the right, but not the obligation, to pay such amounts or any portion thereof. LESSEE may deduct any such payments and any additional related expenses including reasonable attorney's fees, with interest thereon at the interest rate applicable to judgments under state law per annum from the date of payment, from the next succeeding installment(s) of rent until LESSEE has been fully reimbursed for such payments, interests and fees.

15. All Rent to be paid to LESSOR pursuant to this Lease and all notices to either of the party hereto shall be forwarded to the respective party at the address noted below such party's signature, or such other address set forth in a written notice by such party. Rental payments shall be deemed received by LESSOR(S) upon deposit by LESSEE with the United States Postal Service. In the event that LESSOR shall send to LESSEE written notice requesting that Rent be forwarded to an address other than that listed below LESSORS signature, such new forwarding address shall not be effective until forty five (45) days after LESSEE's receipt of such notice from LESSOR.

16. This Lease shall not obligate the LESSEE in any way until it is accepted and executed by an authorized signatory of LESSEE who is responsible for executing LESSEE's duties under this Lease. It is understood that this written lease between the parties constitutes the entire Lease and understanding between the parties and supersedes all prior representations, understandings, and agreements relating to the Leased Premises. This Lease may not be modified except in writing and signed by LESSOR(S) and an authorized signatory of LESSEE.

Lessor Initials gmj

Lessee Initials

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17. This Lease shall be binding upon heirs, executors, personal representatives, successors and assigns for the parties hereto and LESSOR(S) agrees to notify LESSEE of any change of (i) ownership of the Property or the Leased Premises, or (ii) LESSOR(S)'s mailing address within seven (7) days of such change. LESSOR(S) agrees to hold LESSEE harmless from any action resulting from failure to provide said notice. LESSOR(S) shall not assign its interest under this Lease or any part thereof except to a party who purchases the underlying fee title to the Property LESSEE shall not assign its interest under this Lease or any part thereof except to an entity that controls, is controlled by, or under common control with, LESSEE or to a party who purchases title to the subject Sign Structure(s) provided, however, this sentence shall not preclude a collateral assignment of LESSOR(S)'s or LESSEE's interest under this Lease to an established financial institution as, and part of, a bonafide loan transaction nor shall it preclude an assignment by LESSEE to any entity controlling, controlled by, or under control with, LESSEE.

18. LESSEE, at its sole option shall have the right to add any ancillary use to its structure(s), including but not limited to routing necessary underground lines and telecommunications devices.

19. LESSEE shall have the right of first refusal for the period of one (1) year following termination of the Term of this Lease (as the same may be renewed or extended), to enter into another lease with the LESSOR(S) upon the same terms and conditions as offered to LESSOR(S) by any other entity for the purpose of erecting, placing, and maintaining of an outdoor advertising Sign Structure(s) upon the Property.

20. LESSEE shall have the right of first refusal throughout the Term hereof as renewed or extended to enter into an agreement for the purchase of the subject Property, the Leased Premises, or any interest therein based upon the terms and conditions agreed to by LESSOR(S) with any third party.

21. It is acknowledged by the parties that the rental payments herein are predicated on **annual** installments. Should the provisions of paragraph eleven (11) become operative, or the Term of this Lease commences on some day other than the first of the month, all rental payments required hereunder shall be prorated based upon a thirty (30) day month.

22. In the event that either party is in default under the terms of this Lease, the non-defaulting party shall deliver written notice via the United States Postal Services by certified or registered return receipt mail to the defaulting party, and said party may cure such failure within fourteen (14) days of receipt of such notice provided that for any non-monetary default, if a cure cannot reasonably be effected in 14 days, the defaulting party may continue such cure past 14 days from notice provided it commences such cure within fourteen days from notice and pursues such cure to completion.

23. Concurrently with the execution of this Lease, or at any other time upon request of the other, LESSOR(S) and LESSEE shall execute, acknowledge and deliver to the other a short form memorandum of this Lease for recording purposes. The Party requesting recordation shall be responsible for payment of any fees or taxes applicable thereto.

24. To the extent permitted by applicable law, LESSOR(S) hereby waives any statutory right to a landlord's lien or any other lien on any property of LESSEE located on the Leased Premises.

25. The parties hereto have each carefully reviewed this Lease and have agreed to each term set forth herein. No ambiguity is presumed to be construed against either party.

ADDENDUM ATTACHED? (as of the date of execution of this lease agreement).

LESSOR(S): ☐ YES ☐ NO Initial Here

LESSEE: ☐ YES ☐ NO Initial Here

Lessor Initials

Lessee Initials

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

FOR LESSOR(S):
MARKER 84 PROPERTIES, LLC

BY: Joann M. Jones
General Partner
Title

DATE: 7/6/12

26-3685815
LESSOR'S SOCIAL SECURITY/TAX I.D. NO.

EXECUTED by the LESSOR in the presence of

Who is hereby requested to sign as witness.

EXECUTED by the LESSOR in the presence of

Who is hereby requested to sign as witness.

BY: _____

Title

DATE: _____

LESSOR'S SOCIAL SECURITY/TAX I.D. NO.

EXECUTED by the LESSOR in the presence of

Who is hereby requested to sign as witness.

EXECUTED by the LESSOR in the presence of

Who is hereby requested to sign as witness.

FOR LESSEE: **CBS OUTDOOR INC.**

BY: Joe Lutte
VP Real Estate SE
Title

DATE: 7/10/2012

EXECUTED by the LESSEE in the presence of
Carolynn Willett
Who is hereby requested to sign as witness.

EXECUTED by the LESSOR in the presence of

Who is hereby requested to sign as witness.

LESSOR(S)'S MAILING ADDRESS:

180 IROQUOIS DRIVE
Street Address

ISLAMORADA
City

FL 33036
State Zip

305-
Telephone Number Fax Number

LESSEE(S)'S MAILING ADDRESS:

2640 NW 17TH LANE
Street Address

POMPANO BEACH
City

FL 33064
State Zip

954-971-2995 954-972-2913
Telephone Number Fax Number

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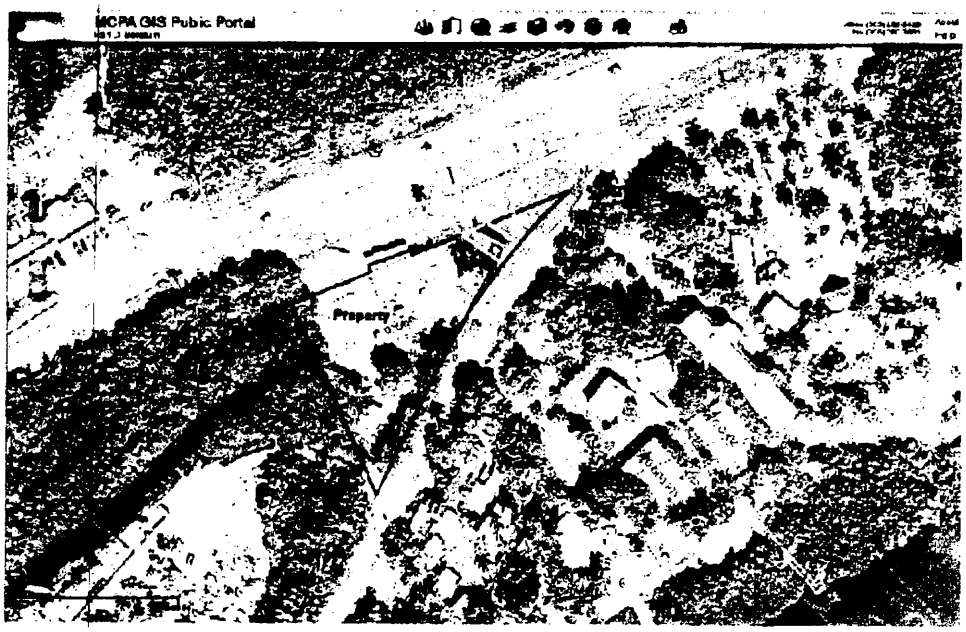
EXHIBIT A

[Exhibit A shall consist of one of the following to the extent that the same are available. The following examples are listed in order of the company's order of preference]

1. Google Survey with lines drawn around leased premises and measurements or the leased premises borders.
2. Survey.
3. Drawing indicating approximate location on the property with measurements from the applicable property lines and the borders of the leased premises.
4. Tax parcel and indication of general location on parcel (i.e. northwest portion)
5. Address and indication of general location on parcel (i.e. northwest portion)



Ownership Details

Mailing Address:
JANAS JOSEPH J
180 IROQUOIS DR
ISLAMORADA, FL 33036

All Owners:
JANAS JOANNE M T/C, JANAS JOSEPH J

Property Details

PC Code: 26 - REPAIR SERV SHOP (PC/LIST)
Millage Group: 50VI
Affordable Housing: No
Section-Township-Range: 23-63-37
Property Location: 84771 OVERSEAS HWY WINDLEY KEY
Legal Description: 23 63 37 WINDLEY ISLAND PB 1-50 PT LOT 7 & ADJ PT OF R-O-W OR435-617/18 OR1257-186/88Q/C OR1391-175/76 OR1499-509/12QC OR1935-222 OR1935-223/24QC OR2132-308/09 OR2132-310/11 OR2388-2208/09C/T

Lessor Initials _____

Lessee Initials _____

CBS OUTDOOR

LESSOR ACKNOWLEDGEMENT

STATE OF NEW YORK)
)ss
COUNTY OF ERIE)

On this 6 day of JULY, 2012 before me, MICHAEL SILKOWSKI, a Notary Public in and for said State, personally appeared JOANNE M JANUS who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within the Attached document of 6 pages in length dated 6/11/2012, to which CBS OUTDOOR are also signatories, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of NEW YORK that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MICHAEL D. SILKOWSKI
Notary Public, State of New York
Qualified in Erie County
Reg. No. 01SI6240440
My Commission Expires May 2, 2015

LESSOR ACKNOWLEDGEMENT

STATE OF)
)ss
COUNTY OF)

On this ___ day of _____, 20___, before me, _____, a Notary Public in and for said State, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within the _____ document of _____ pages in length dated _____, to which _____ are also signatories, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ___ _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

LESSEE ACKNOWLEDGEMENT

STATE OF Florida)
)ss
COUNTY OF Hillsborough

On this 20 day of July, 2012 before me, Carolynn Willett, a Notary Public in and for said State, personally appeared Joe Little who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within the Sign Ad Lease document of _____ pages in length dated 7-2012, to which Joe Little D.B.A.E. Outdoor are also signatories, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Carolynn Willett

CAROLYNN WILLETT
Notary Public - State of Florida
My Comm. Expires Feb 19, 2016
Commission # EE 141610
Notary Assn.

Council Communication

To: Mayor and Village Council
From: Marne McGrath, Village Clerk
Date: February 13, 2024
SUBJECT: **Approval of Meeting Minutes: TAB 6**
Executive Session - January 9, 2024
Regular Council Meeting - January 9, 2024
Regular Council Meeting - January 11, 2024
Special Call Village Council Meeting - January 17, 2024
Special Call Village Council Meeting - January 22, 2024

Background:
Meeting minutes from the Executive Session on January 9, 2024, Regular Meeting minutes from January 9 and 11, 2024 and Special Call Meeting minutes from January 17 and 22, 2024 are presented for Council's consideration and approval.

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments:
1. 01 09 2024-Executive Session Minutes (Gulizio lawsuit)
2. 01 09 2024 Regular Village Council Minutes
3. 01 17 2024 Special Call Minutes
4. 01 22 2024 Special Call Minutes
5. 01 11 2024 Regular Village Council Minutes

ISLAMORADA, VILLAGE OF ISLANDS
VILLAGE COUNCIL EXECUTIVE SESSION
Case No. 23-CA-000440-P
Administrative Center and Public Safety Headquarters
86800 Overseas Hwy, 3rd Floor Conference Room
Islamorada, Florida 33036

Minutes
Tuesday, January 9, 2024
4:00pm

1. CALL TO ORDER

Mayor Joseph B. Pinder III stated that he was calling this public meeting to order for an attorney-client session.

ROLL CALL

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

2. MAYOR STATEMENT TO ATTORNEY:

At 4:12 p.m. Mayor Pinder noted the Council was about to hold an attorney/client session in accordance with Florida Statute 286.011(8) regarding the litigation styled as:

***Daniel J. Gulizio v. Islamorada, Village of Islands, et al.*, in the Monroe County Circuit Court in and for the State of Florida, Case No. 23-CA-23-CA-000440-P**

The session was estimated to last 1.5 hours and the following people would be in attendance at the meeting:

a. Mayor Buddy Pinder; Vice Mayor Sharon Mahoney; Council Members Elizabeth Jolin, Mark Gregg, and Henry Rosenthal;

b. Village Manager Kimberly Matthews;

c. Village Attorney, John Quick; and

d. Special Counsel, Brian Koji.

These proceedings were recorded by a certified court reporter present in the room, and, it was announced that at the conclusion of all litigation discussed, the transcript would be made part of the public record.

By consensus of the Council one member of the public was permitted to speak on the group's behalf. Sue Miller was asked to provide public comment but noted the group had not conferred prior to the meeting and that she was speaking for herself.

All individuals not named left the room as required. Village Clerk Marne McGrath and members of the public Sue Miller; Van Cadenhead; Jerry O'Cathey; Roland Moore; and Tom Raffanello left the meeting.

3. COMMENCE ATTORNEY / CLIENT SESSION

4. CONCLUDE ATTORNEY / CLIENT SESSION

Mayor Pinder reopened the public meeting at 5:27 p.m. The attorney/client session was terminated, and members of the general public were invited to return for further proceedings or matters.

5. COMMENCE OPEN MEETING DISCUSSION

6. CONCLUDE OPEN MEETING

Mayor Pinder announced the meeting was adjourned. The time was 5:27 p.m.

_____

Marne McGrath
Village Clerk

Islamorada, Village of Islands
REGULAR VILLAGE COUNCIL MEETING

January 9, 2024 - 5:30 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

MINUTES

I. CALL TO ORDER / ROLL CALL

Mayor Joseph B. Pinder III called the meeting to order at 5:48pm

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

ABSENT:

II. PLEDGE OF ALLEGIANCE

Tony Hammon led the Pledge of Allegiance and began the meeting with a prayer.

III. AGENDA: Requests for Deletion / Emergency Additions

Council Member Henry Rosenthal asked Finance Director Maria Bassett to give an update on the Fills and bus stops:

- DPW Director AJ Engelmemer reported that FDOT is reviewing the request to place boulders as a temporary measure to remove the traffic cones and reduce staff overtime to monitor no parking areas.
- Finance Director Maria Bassett noted that the County has hired a transit coordinator and has asked us to hold off in order to have a uniform transit system throughout the Keys.

Mayor Pinder introduced Interim Village Manager Kimberly Matthews, who pulled Tab 13 noting the Village would have a month-to-month agreement with Attention Media until a new Village Manager is in place.

Planning Director Jennifer DeBoisbriand asked to move Tab 11 to after the Village Manager/Village Attorney Communications.

IV. REPORTS, PRESENTATIONS AND ANNOUNCEMENTS

Florida Keys Council of the Arts Executive Director Elizabeth Young was delayed and her presentation was to begin upon arrival.

V. 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.)

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Van Cadenhead

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

VI. MAYOR / COUNCIL COMMUNICATIONS

A. Discussion Regarding Arts and Culture Coordinator for the Village (Councilwoman Jolin)

Council Member Elizabeth Jolin asked the Village Manager to create a job description that includes job deliverables and would work with a citizens' committee. Vice Mayor Sharon Mahoney suggested these duties may be able to be handled by a committee rather than hiring an employee.

Interim Village Manager Kimberly Matthews noted staff would create a job description with input from FL Keys Council of the Arts Executive Director Elizabeth Young and bring it back to Council.

B. Suggestion to Purchase the Former Island Community Church Building with Monroe County to Serve as Islamorada Library (Vice Mayor Mahoney)

Vice Mayor Sharon Mahoney noted Island Christian Church is for sale. She asked the Village to consider purchasing the property to remove the building to construct a new library.

Interim Village Manager Kimberly Matthews noted that County Administrator Roman Gastesi was open to having a conversation.

Interim Village Attorney John Quick noted staff could communicate with the owner of the property to determine the cost.

C. Discussion Regarding a Proposed Village Flag Design Contest (Councilman Gregg) **POCKET**

Council Member Mark Gregg expressed interest in a Village flag creation contest. He commented that flags were a unifying symbol that shows participation in something bigger and an expression of who we are as a Village. He noted he would like to see cash prizes for the top three winners.

There was consensus to move forward. Interim Village Manager Kimberly Matthews indicated staff would put together a process and bring it back as a resolution.

VII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

A. Request for Direction Regarding Ordinance 23-11, Multi-Family Zoning District Amendment and Guidance from Florida Department of Commerce (Jennifer DeBoisbriand, Planning Director) **TAB 1**

Planning Director Jennifer DeBoisbriand noted the proposed ordinance was rendered to Florida Commerce. She spoke to Florida Commerce representatives who expressed concern that the ordinance was inconsistent with our Comp Plan. Interim Village Attorney John Quick indicated that if the Council wanted to rescind the action it must be done by ordinance and that if Council wants to defend it, there is a specific process for that. Another option would be to rescind the ordinance and then address the Florida Commerce concerns.

Florida Commerce has a deadline to reply and may deny the ordinance. The consensus of Council was to work on a Comp Plan amendment to align with the ordinance while keeping the ordinance in place, if possible. Should Florida Commerce deny the remedy, staff would withdraw the ordinance and start over by addressing the Comp Plan amendment in conjunction with the Code change.

A. Presentation Regarding Monroe County's Art in Public Places Program (Elizabeth Young, Executive Director, FL Keys Council of the Arts)

Ms. Young's presentation was delayed due to traffic and heard after Tab 1. She noted they are affiliated with the National Endowment for the Arts, and they did a study on Economics and Arts Prosperity. She said there has been $18,000,000 dollars raised and around 1,000 jobs created in Monroe County due to the arts. The Florida Keys Council of the Arts is very active in the county; Ms. Young noted there is a program in Key West that could be added in Islamorada.

B. Request for Direction Regarding Request from Island Disposal for a Rate Correction (Maria Bassett, Finance Director) **TAB 2**

Finance Director Maria Bassett noted that Island Disposal realized there was an error in one of the prices on the contract - it shows $49 per cubic yard, but should be corrected to $121.77 per cubic yard monthly. Ms. Bassett noted the corrected figure would not have made a difference in the evaluation. She said staff would come back with an amendment if the Council is ok with it

Clarification from Island Disposal's Brian Lindback indicated that the change affects four customers and that the rate will stay for smaller commercial customers. The requested increase is due to a different truck being required.

Council was amenable to the adjustment.

C. Review of Competitive Bids and Request for Direction Regarding New Bids (Maria Bassett, Finance Director) **TAB 3**

Finance Director Maria Bassett noted that there were some concerns about the way staff handles bids, noting that reportedly staff proceeds without consulting Council or is otherwise not transparent. She provided a list of completed, open, or pending bids. She indicated that we have a Procurement and Grants

Administrator, who goes through and identifies which items should be going out to bid. She further noted there was far more to the process than just putting out a bid; there are many steps to creating RFPs.

Vice Mayor Sharon Mahoney noted that she had been told there are grant writers who work for a portion of the grant proceeds, and they don't have to have a paid position. She suggested we could get more grants that staff don't have to deal with.

Finance Director Bassett noted the Village had done this in the past with a contractor who ultimately wasn't knowledgeable and therefore lost grants that we could have applied for. Ms. Bassett commented that we are successful at winning grants, but there are many we are not eligible for due to the Village's income level.

After discussion, Interim Village Manager Kimberly Matthews noted she was hearing a desire to pursue all grant opportunities that are open to us; review our processes; look at ways to decide what's best; and come back with a recommendation.

Finance Director Maria Bassett noted she wanted to create a fraud waste and abuse hotline that provides an avenue for reporting suspected fraudulent or wasteful processes. She noted it was a recommendation of GFOA to protect whistleblowers. She clarified that there were no issues with waste or abuse and that she was putting it out there for Council input and this would be a way for employees and residents to report anonymously. She indicated she wanted to get the new program into place before the new manager started, as there had been village managers in the past who had not wanted to do it. Interim Village Manager Kimberly Matthews was supportive, noting this allows staff and residents to voice concerns.

Finance Director Bassett requested confirmation from Council of whether they wished the Village to go out to bid for a new boat for the Sheriff Department. She noted the difference between the Sheriff's Marine Unit and the proposed fire boat was that the Sheriff's Marine Unit is an existing program. Council was amenable to the request.

She also asked for Council's input on whether to pursue a bid process for holiday lights or to continue with the final year of our three-year contract with the current vendor. It was noted that if we break the contract we are required to pay 30% of the remaining contract, which was around $32,000. Council was amenable to completing the last year of the contract while exploring future options. Interim Village Manager Kimberly Matthews indicated we would look at ways to address the electrical problems we had in 2023 and review options to move some of the lights.

D. Follow-up Information Regarding Marine-Based Emergency Response Program and Potential Fire Boat Acquistion **TAB 4**

Interim Village Manager Kimberly Matthews noted that we are requesting to go out for the legislative appropriation for the new fire boat requested through Red. Melo. In the meantime, staff would be looking at the program which would include

acceptance of the donated fire boat. Ms. Matthews' clarified we had to meet the deadline to be eligible to get the appropriation.

Council Member Elizabeth Jolin asked if we would be penalized if we applied and did not accept the money. Interim Village Attorney John Quick noted if you apply, and it's granted you should be fully on board, or it can negatively impact future requests. Council Member Jolin was concerned that this would force us to approve a fire boat program without full approval of the program. Interim Village Manager Kimberly Matthews contended that we could build a strong proposal and that we could either do it now or wait for a couple more years. Appropriation cycles are similar to grants, in that opportunities do not exist every year, but are cyclical. Council consensus was to move forward with the appropriation request.

Fire Chief Marc Mascarelli from Lee County spoke briefly about the Marine Emergency Response Team (MERT) program in Southwest Florida and their efforts to introduce the program to other areas of the state.

E. Discussion Regarding Manager Contract and Negotiations **TAB 5**

Council agreed to remove the contract section about the Village Manager being required to work 40 hours, as at the executive level that is a bare minimum but should not need to be articulated.

Interim Village Manager Kimberly Matthews noted that due to having so much turnover and to add a level of comfort, consistency, and stability, Council should consider a five-year contract. She noted that a stipulation could be added so that an unsuccessful manager could be voted out by a supermajority, which would make the process less subject to political whims. Interim Village Attorney John Quick noted that a supermajority may require a revision of the Charter as it was stricter than the charter, but he would make sure it's legally permitted.

A. Review Inventory List of Village Owned Properties Appropriate for Affordable Housing Pursuant to FL Statute Section 166.0451 **TAB 11** (Jennifer DeBoisbriand , Planning Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONFIRMING AN INVENTORY LIST OF ALL REAL PROPERTY WITHIN ITS JURISDICTION TO WHICH THE MUNICIPALITY OR ANY SPECIAL DEPENDENT DISTRICT WITHIN ITS BOUNDARIES HOLDS FEE SIMPLE TITLE WHICH IS APPROPRIATE FOR USE AS AFFORDABLE HOUSING PURSUANT TO FLORIDA STATUTE SECTION 166.0451; AND PROVIDING FOR AN EFFECTIVE DATE

RESOLUTION MOVED TO BE HEARD BEFORE THE CONSENT AGENDA

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Van Cadenhead
Sue Miller

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

Discussion ensued and Council determined the following four properties were suitable for affordable housing:
Vacant Land on parcel ID 00418030-000000
180 Bougainvillea St.
819881 Overseas Highway
172 Bougainvillea St.

ACTION:	Motion to approve the list to include the listed four properties item IX.A. by Mark Gregg second by Henry Rosenthal; Motion passed with a 5:0 vote
AYES:	Mark Gregg, Elizabeth Jolin, Henry Rosenthal, Sharon Mahoney, Joseph B. Pinder III
NAYS:	None
ABSTAIN:	None

VIII. CONSENT AGENDA

Mayor Joseph B. Pinder III opened public comment.

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

ACTION:	Motion to approve item VIII. by Mark Gregg second by Sharon Mahoney; Motion passed with a 5:0 vote
AYES:	Mark Gregg, Elizabeth Jolin, Henry Rosenthal, Sharon Mahoney, Joseph B. Pinder III
NAYS:	None
ABSTAIN:	None

A. Approval of December 12, 2023, and December 14, 2023, Regular Village Council Minutes **TAB 6** (Marne McGrath, Village Clerk)

B. Resolution Approving Agreement No. LPA0722 between the FDEP and the Village Relating to Funding through the Florida Keys Stewardship Act **TAB 7** (Peter Frezza, Environmental Resources Manager)

VILLAGE OF ISLANDS, FLORIDA, APPROVING DEP AGREEMENT NO. LPA0722 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

C. Resolution Approving an Interlocal Agreement with Monroe County for a Municipalities Roadway Vulnerability Analysis **TAB 8** (Peter Frezza, Environmental Resources Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH MONROE COUNTY, FLORIDA FOR A MUNICIPALITIES ROADWAY VULNERABILITY ANALYSIS; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

D. Resolution Approving Agreement with Anser Advisory, LLC, for FY 24-25 Assessment Consulting Services **TAB 9** (Maria Bassett, Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING AGREEMENT BETWEEN ISLAMORADA, VILLAGE OF ISLANDS, AND ANSER ADVISORY FOR SPECIALIZED PROFESSIONAL SERVICES RELATED TO THE MAINTENANCE OF NON-AD VALOREM ASSESSMENT PROGRAMS FOR WASTEWATER, STORMWATER AND SOLID WASTE COLLECTION SERVICES FOR FISCAL YEAR 2024-2025; APPROVING THE WAIVER OF COMPETITIVE BIDDING; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

E. Resolution Approving Lifescan, Inc., Expenditure Greater than $25,000.00 **TAB 10** (Terry Abel, Fire Chief)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2023-2024 PURCHASE FROM LIFE SCAN WELLNESS CENTERS, TO PROVIDE ANNUAL PHYSICALS FOR TO THE FIRE RESCUE DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

IX. RESOLUTIONS

B. Resolution Approving Purchase of Vehicles for the Public Works Department **TAB 12** (A.J. Engelmeyer, Public Works Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE PURCHASE OF FOUR NEW 2024 CHEVROLET 2500HD TRUCKS FOR THE VILLAGE PUBLIC WORKS DEPARTMENT FROM ALAN JAY FLEET SALES BY PIGGYBACKING THE CITY OF

TALLAHASSEE CONTRACT NO. 5179; AUTHORIZING DISPOSAL OF ASSETS THROUGH AUCTION ON GOVDEALS.COM; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE NECESSARY DOCUMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

Interim Village Manager Kimberly Matthews noted staff was exploring a procurement policy amendment to consider electric vehicles whenever feasible.

Mayor Joseph B. Pinder III opened public comment.
There being no one else to speak, Mayor Pinder closed public comment.

ACTION:	Motion to approve item IX.B. by Mark Gregg second by Elizabeth Jolin; Motion passed with a 5:0 vote
AYES:	Mark Gregg, Elizabeth Jolin, Henry Rosenthal, Sharon Mahoney, Joseph B. Pinder III
NAYS:	None
ABSTAIN:	None

C. ~~Resolution Approving an Agreement with Attention Media, LLC, to provide a Social Media and Outreach Program~~ **TAB 13 REMOVED FROM AGENDA DURING ADDITIONS/DELETIONS** (Maria Bassett, Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A ONE YEAR AGREEMENT WITH ATTENTION MEDIA, LLC TO PROVIDE A SOCIAL MEDIA AND OUTREACH PROGRAM; 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 AGREEMENT; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

X. ORDINANCES

A. Ordinance Amending the Village Code to Modify the Vessel Exclusion Zone/Swim Area Generally Located off of Port Antigua and White Marlin Beach on Lower Matecumbe Key - **Second Reading TAB 14** (Peter Frezza, Environmental Resources Manager)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 66 "WATERWAYS", ARTICLE I "IN GENERAL", SECTION 66-2 "OPERATION OF VESSELS IN RESTRICTED AREAS" OF THE VILLAGE CODE TO MODIFY THE VESSEL EXCLUSION ZONE/SWIM AREA GENERALY LOCATED OFF OF PORT ANTIGUA AND WHITE MARLIN BEACH ON

LOWER MATECUMBE KEY, AS FURTHER DESCRIBED ON EXHIBIT "A"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Van Cadenhead

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

ACTION:	Motion to approve item X.A. by Henry Rosenthal second by Elizabeth Jolin; Motion passed with a 5:0 vote
AYES:	Mark Gregg, Elizabeth Jolin, Henry Rosenthal, Sharon Mahoney, Joseph B. Pinder III
NAYS:	None
ABSTAIN:	None

B. Ordinance Calling for a Referendum to Revise Term Limits - **Second Reading TAB 15** (John Quick, Interim Village Attorney)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CALLING FOR A REFERENDUM VOTE TO BE HELD WITH THE REGULAR VILLAGE ELECTION ON NOVEMBER 5, 2024; PROVIDING FOR SUBMISSION TO THE ELECTORS OF PROPOSED AMENDMENTS TO THE VILLAGE CHARTER PERTAINING TO TERM LIMITS; PROVIDING FOR PLACEMENT ON THE BALLOT; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR AUTHORIZATION OF VILLAGE CLERK AND FOR VILLAGE CANVASSING BOARD; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CHARTER/CONFORMITY OF AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE

This was the second reading of an ordinance to strike the word 'consecutive' from the Charter language concerning term limits.
Interim Village Attorney John Quick noted that under the law, the Charter can only be retroactive if it is expressly stated in the ballot language. Under the circumstances, it has to be prospective. Therefore, the eight-year term limit would not become effective until after an affirmative vote.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Van Cadenhead

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

ACTION:	Motion to approve item X.B. by Henry Rosenthal second by Mark Gregg; Motion passed with a 5:0 vote
AYES:	Mark Gregg, Elizabeth Jolin, Henry Rosenthal, Sharon Mahoney, Joseph B. Pinder III
NAYS:	None
ABSTAIN:	None

C. Ordinance Calling for a Referendum to Increase Council Compensation **- Second Reading TAB 16** (John Quick, Interim Village Attorney)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, PROVIDING FOR AN INCREASE IN COMPENSATION FOR VILLAGE COUNCIL MEMBERS; PROVIDING FOR REFERENDUM TO BE HELD WITH THE REGULAR VILLAGE ELECTION ON NOVEMBER 5, 2024; PROVIDING FOR SUBMISSION TO THE ELECTORS OF A PROPOSED AMENDMENT TO THE VILLAGE CHARTER PERTAINING TO INCREASED COMPENSATION FOR COUNCIL MEMBERS; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CHARTER/CONFORMITY OF AMENDMENT; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE

This was the second reading of an ordinance to increase Council compensation from $1,000 per month to $1,500 per month and increases commensurate to staff cost of living adjustments.If passed with four votes of Council the proposal would appear on the November 5, 2024 ballot.

Council Member Henry Rosenthal opined that it was a mistake to include the COLA and may cause the vote to fail.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Van Cadenhead

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

ACTION:	Motion to approve item X.C. by Mark Gregg second by Elizabeth Jolin; Motion passed with a 4:1 vote
AYES:	Mark Gregg, Elizabeth Jolin, Sharon Mahoney, Joseph B. Pinder III
NAYS:	Henry Rosenthal
ABSTAIN:	None

D. Ordinance Amending the Village Code to Create Section 2-33 "Reimbursement of Legal Expense in Defense of Officials" - **First Reading TAB 17** (John Quick, Interim Village Attorney)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING THE VILLAGE CODE BY AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE II "OFFICERS AND EMPLOYEES," DIVISION 1 "GENERALLY" BY CREATING SECTION 2-33 "REIMBURSEMENT OF LEGAL EXPENSE IN DEFENSE OF OFFICIALS"; PROVIDING FOR THE REIMBURSEMENT OF DEFENSE OF OFFICIALS; DEFINITIONS; REQUEST AND APPROVAL; AUTHORIZATION; RESERVATION OF RIGHTS AND IMMUNITIES; APPLICABILITY; MALICIOUS, FRIVOLOUS OR GROUNDLESS ALLEGATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR EFFECTIVE DATE.

This was the first reading of an ordinance to allow for the reimbursement of legal fees if an elected official or department director is sued and found to not be liable.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Van Cadenhead

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

Discussion ensued regarding whether all legal actions taken against a Council Member in their official capacity should be eligible for reimbursement. Ultimately, Council determined to not expand thescope of the proposed ordinance.

Mayor Pinder reopened public comment at the request of the speaker.
Richard Dalton
Public comment was closed again.

ACTION:	Motion to approve item X.D. by Mark Gregg second by Elizabeth Jolin; Motion passed with a 5:0 vote
AYES:	Mark Gregg, Elizabeth Jolin, Henry Rosenthal, Sharon Mahoney, Joseph B. Pinder III
NAYS:	None
ABSTAIN:	None

XI. SUPPLEMENTARY REPORTS - TAB 18

A. After-Action Report

B. FY 23-24 Weiss, Serota Billing Summary

C. FY 23-24 Council & Staff Travel - Scheduled & Completed

XII. ADJOURNMENT

Council Member Mark Gregg moved to adjourn the meeting at 9:56 p.m.

Islamorada, Village of Islands

SPECIAL CALL VILLAGE COUNCIL MEETING

January 17, 2024 - 5:30 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

MINUTES

I. CALL TO ORDER / ROLL CALL

Mayor Joseph B. Pinder III called the meeting to order at 05:27 PM

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

ABSENT:

Jim McCarthy led the Pledge of Allegiance and Mayor Pinder began the meeting with a prayer.

II. VILLAGE MANAGER CANDIDATE INTRODUCTIONS

Mayor Pinder welcomed the candidates and gave a brief history of Islamorada.

Candidates were invited to introduce themselves. Robert Cole, David Couch, and Douglas Maxeiner shared their backgrounds and qualifications.

III. ADJOURNMENT - FOLLOWED BY MEET AND GREET WITH CANDIDATES FROM 6:30 - 9 PM

The meeting was adjourned at 6:24 pm, and a meet and greet began immediately afterward at the Ron Levy Aquatic Center.

Islamorada, Village of Islands

SPECIAL CALL VILLAGE COUNCIL MEETING

January 22, 2024 - 4:30 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

MINUTES

I. CALL TO ORDER / ROLL CALL

Mayor Joseph B. Pinder III called the meeting to order at 4:37pm

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

ABSENT:

II. PLEDGE OF ALLEGIANCE

Fire Chief Terry Abel led the Pledge of Allegiance and Mayor Pinder started the meeting with a prayer.

III. PUBLIC COMMENT

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Van Cadenhead

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

IV. DISCUSSION OF VILLAGE MANAGER CANDIDATES

Council Member Mark Gregg started the discussion of the Village Manager candidates, noting he enjoyed the interviews with all three candidates. No matter what happens here tonight, all the candidates should be proud of their qualifications and performance.

Council Member Elizabeth Jolin and Mayor Pinder echoed Council Member Gregg's sentiments.

V. DISCUSSION AND DIRECTION ON NEXT STEPS FOR THE VILLAGE MANAGER POSITION VACANCY

Mayor Joseph B. Pinder III opened public comment.

Speakers included:

Sue Miller
Ken Phillipson
Charlotte Norris

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

Council discussion:

Several members of Council expressed the importance of unity in selecting a Village Manager, noting that if the vote was anything less than unanimous, they wouldn't be interested in moving forward. Interim Village Attorney John Quick noted the Charter required a simple majority vote of Council and a motion would pass with three affirmative votes.

Some discussion ensued about Interim Village Manager Kimberly Matthews' potential interest in the position. She clarified that she served at the pleasure of the Monroe County Board of County Commissioners and would follow their direction. She further noted that if the BOCC authorized her to stay after the first 60 days she would be amenable.

There was a discussion of creating an assistant village manager position to help manage the day-to-day operations. It was agreed that the creation and staffing of that position would be done through the Village Manager, as only the Village Manager and Village Attorney are Charter officers reporting directly to the Council. The suggestion was made to reallocate an existing unused FTE to fund the position.

Council Member Henry Rosenthal moved to negotiate with Douglas Maxeiner for the Village Manager position. There was no second to the motion and it died for lack of support.

Council Member Henry Rosenthal moved for Council to vote by paper ballot, the results of which the Clerk would tabulate and announce. There was no second to the motion and it died for lack of support.

Council Member Henry Rosenthal again moved to negotiate with Douglas Maxeiner for the Village Manager position. There was no second to the motion and Council Member Rosenthal withdrew his mission.

Council Member Elizabeth Jolin stated her criterion was for someone with managerial experience. She opined that Mr. Couch did not have village or city administrator experience and noted she was drawn to Mr. Maxeiner due to his no-nonsense persona. She further noted she would be fine with Mr. Cole as well.

Council Member Mark Gregg noted all three had great education, work experience, and long tenures in their past positions, and expressed his preference for Mr. Cole.

Interim Village Attorney John Quick noted a motion to reconsider can be made by a member who voted on the prevailing side.

Vice Mayor Sharon Mahoney asked the Council to consider exploring the option of

hiring up to two executive-level employees through an employment agency. She suggested an alternating schedule of two days per week for each with the two working alternate Fridays with the idea that the staff, community, and Council could get familiar with their work habits and qualifications before offering a full-time position.

At 6:02 p.m. Council Member Mark Gregg moved to direct staff to bring the following items for the February 13 Regular Village Council Meeting:
1 - Create a position and develop job description to fill the Assistant Village Manager position.
2 - Reallocate an existing unused FTE position to the position of Assistant Village Manager, including the associated funds currently budgeted for the unused FTE.
3 - Continue the status quo under the employee interchange agreement with Monroe County for interim village manager services.
4 - Explore the option of using an employee search firm to bring in up to two executive-level employees to co-share the interim village manager duties under the continued employee interchange with Monroe County.

ACTION:	Motion to proceed with negotiations with Douglas Maxeiner item V. by Henry Rosenthal second by Elizabeth Jolin; Motion failed with a 2:3 vote
AYES:	Elizabeth Jolin, Henry Rosenthal
NAYS:	Mark Gregg, Sharon Mahoney, Joseph B. Pinder III
ABSTAIN:	None

ACTION:	Motion to proceed with negotiations with Robert Cole item V. by Elizabeth Jolin second by Henry Rosenthal Motion failed with a 2:3 vote
AYES:	Elizabeth Jolin, Henry Rosenthal
NAYS:	Mark Gregg, Sharon Mahoney, Joseph B. Pinder III
ABSTAIN:	None

ACTION:	Motion to Approve the four-point motion made at 6:02 pm item V. by Mark Gregg second by Sharon Mahoney; Motion passed with a 3:2 vote
AYES:	Mark Gregg, Sharon Mahoney, Joseph B. Pinder III
NAYS:	Elizabeth Jolin, Henry Rosenthal
ABSTAIN:	None

VI. ADJOURNMENT

Council Member Mark Gregg moved to adjourn the meeting at 6:05 p.m.

_____
Marne McGrath, Village Clerk

Islamorada, Village of Islands
REGULAR VILLAGE COUNCIL MEETING

January 11, 2024 - 5:30 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

MINUTES

I. CALL TO ORDER / ROLL CALL

Mayor Joseph B. Pinder III called the meeting to order at 5:35 pm

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

ABSENT:

II. PLEDGE OF ALLEGIANCE

Lt. Carlos Moreton led the Pledge of Allegiance and Mayor Pinder began the meeting with a prayer.

III. AGENDA: Requests for Deletion / Emergency Additions

Council Member Henry Rosenthal reported on the State Housing Initiatives Partnership, an affordable housing program for local governments.

Interim Village Attorney John Quick noted that he needed to read the executive session statement.

IV. PUBLIC COMMENT

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

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Van Cadenhead
Joe Wischmeier
Rebekah Susa

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

Fire Chief Terry Abel announced the retirement of Lt. Carlos Moreton after a 15-year career with the department. Lt. Moreton thanked the department and the Village for the opportunity to serve.

V. ORDINANCES

A. Ordinance Amending Section 22-64 First Time Home Buyer Down Payment - **First Reading TAB A** (Jennifer DeBoisbriand , Planning Director, John Quick, Interim Village Attorney, Maria Bassett, Finance Director)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 22 "HOUSING", ARTICLE III "FIRST TIME HOME BUYER DOWN PAYMENT", AMENDING SECTION 22-64; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE FLORIDA DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE FLORIDA DEPARTMENT OF COMMERCE

Planning Director Jennifer DeBoisbriand introduced the item, noting that the Village has a $10,000 down payment assistance loan program and the ordinance proposes to remove the requirement to pay back $1,000 as it creates a lien on the property that can cause issues for borrowers. It was noted that the Workforce/Affordable Housing Citizens Advisory Committee would meet the following week and would be discussing the issue.

Council Member Henry Rosenthal requested the SHIP program he spoke about earlier to be added to the Workforce/Affordable Housing Committee agenda. Council concurred that the program was worth exploring, but homeowners were being affected now and this ordinance should move forward to help those already in the program.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Deb Gillis
Rebekah Susa

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

ACTION:	Motion to approve item V.A. by Elizabeth Jolin second by Mark Gregg; Motion passed with a 5:0 vote
AYES:	Mark Gregg, Elizabeth Jolin, Henry Rosenthal, Sharon Mahoney, Joseph B. Pinder III
NAYS:	None
ABSTAIN:	None

B. Ordinance Amending Administrative Procedures Platting - **Second Reading TAB B** (John Quick, Interim Village Attorney)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 30 “LAND DEVELOPMENT REGULATIONS”, ARTICLE IV “ADMINISTRATIVE PROCEDURES”, DIVISION 10 “PLATTING”, SECTION 30-431 OF

THE VILLAGE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

It was noted the ordinance was passed on first reading on December 14, 2023.

Mayor Joseph B. Pinder III opened public comment.
There being no one wishing to speak, Mayor Pinder closed public comment.

ACTION:	Motion to approve item V.B. by Mark Gregg second by Henry Rosenthal; Motion passed with a 5:0 vote
AYES:	Mark Gregg, Elizabeth Jolin, Henry Rosenthal, Sharon Mahoney, Joseph B. Pinder III
NAYS:	None
ABSTAIN:	None

C. Ordinance Amending Administrative Procedures Zoning in Progress - **Second Reading** **TAB C** (John Quick, Interim Village Attorney)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 30 "LAND DEVELOPMENT REGULATIONS", ARTICLE IV "ADMINISTRATIVE PROCEDURES", DIVISION 2 "DEVELOPMENT REVIEW PROCESS", SECTION 30-212 OF THE VILLAGE CODE TO CREATE A ZONING IN PROGESS PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

It was noted that the ordinance passed on the first reading on December 14, 2023.

Mayor Joseph B. Pinder III opened public comment.
There being no one wishing to speak, Mayor Pinder closed public comment.

ACTION:	Motion to approve item V.C. by Mark Gregg second by Henry Rosenthal; Motion passed with a 5:0 vote
AYES:	Mark Gregg, Elizabeth Jolin, Henry Rosenthal, Sharon Mahoney, Joseph B. Pinder III
NAYS:	None
ABSTAIN:	None

D. Ordinance Amending Policy 1-3.1.1, Establish a Building Permit Allocation System - **Second Reading** **TAB D** (Jennifer DeBoisbriand , Planning Director, Rebecca Jetton, Village Consultant)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING POLICY 1-3.1.1, ESTABLISH A BUILDING PERMIT ALLOCATION SYSTEM, OF THE VILLAGE COMPREHENSIVE PLAN RELATING TO ESTABLISHING ADDITIONAL NON-RESIDENTIAL BUILDING PERMIT

ALLOCATIONS; 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.

It was noted this ordinance establishes a process for the 300 workforce affordable units reinstated by the Florida Legislature.
Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Van Cadenhead

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

ACTION:	Motion to approve item V.D. by Mark Gregg second by Sharon Mahoney; Motion passed with a 5:0 vote
AYES:	Mark Gregg, Elizabeth Jolin, Henry Rosenthal, Sharon Mahoney, Joseph B. Pinder III
NAYS:	None
ABSTAIN:	None

VI. QUASI-JUDICIAL

A. Administrative Relief - 122 Iroquois St **TAB E** (Jennifer DeBoisbriand , Planning Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST BY CHRIS TRENTINE FOR ADMINISTRATIVE RELIEF FROM THE VILLAGE BUILDING PERMIT ALLOCATION SYSTEM (BPAS) FOR PROPERTY LOCATED AT 122 IROQUOIS, PLANTATION KEY, AS LEGALLY DESCRIBED IN EXHIBIT "A"; PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE

Interim Village Attorney John Quick asked Council to disclose any ex-parte communications.

All five Council Members indicated that they had not spoken to anyone outside of Village staff.

Planning Director Jennifer DeBoisbriand noted the applicant was previously before them on November 9, 2023 for this property. After the hearing the Council directed staff to work with the applicant to see if a mutually beneficial compromise could be reached. Interim Village Attorney John Quick noted the November 9 presentation was part of the record for this meeting as well.

Applicant Chris Trentine noted that since the previous discussion, options have

been brought up to purchase the property from him for $450,000; $400,000 if it includes a TDR for a dry lot; or $350,000 if the Village donates the lot to Habitat. Interim Village Attorney John Quick noted another option was to grant the administrative relief originally requested.

Discussion ensued, one being a conversation about offering Mr. Trentine the fair market value of the property or having an appraisal to determine the value for the VIllage to offer. There were differences of opinion on whether the sale price would come with a building permit or not. Several suggestions were made, but no consensus was reached.

Interim Village Manager Kimberly Matthews noted that there were too many questions on the table that couldn't be answered during this meeting. She recommended deferring the matter.

ACTION:	Motion to motion to defer item VI.A. by Mark Gregg second by Henry Rosenthal; Motion passed with a 5:0 vote
AYES:	Mark Gregg, Elizabeth Jolin, Henry Rosenthal, Sharon Mahoney, Joseph B. Pinder III
NAYS:	None
ABSTAIN:	None

VII. MAYOR / COUNCIL COMMUNICATIONS

A. Discussion Regarding Village Council Reconsideration of an Ordinance to Allow for Accessory Dwelling Units (ADUs) (Council Member Gregg) **TAB F**

Council Member Mark Gregg noted he had repeatedly attempted to persuade Council to approve an ordinance to allow accessory dwelling units. He viewed ADUs as an opportunity to create affordable housing that doesn't require clearing land, but there would have to be serious restrictions on who was eligible. Planning Director Jennifer DeBoisbriand noted she was very familiar with these as they are common in Massachusetts. Council Member Mark Gregg asked for support to allow Planning Director DeBoisbriand to do the research.

Planning Director DeBoisbriand noted she was happy to work on a presentation but wanted a consensus of Council to direct her to do so. Interim Village Attorney John Quick noted he would work with Planning Director DeBoisbriand on the item.

B. Discussion Regarding a Previously Considered Ordinance Related to Variance to Permit a Minor Relaxation of Minimum Lot Area Requirements (Council Member Gregg) **TAB G**

Council Member Mark Gregg noted he put this back on the agenda to relax the minimum lot area that was near the current threshold. He noted the ordinance was approved on first reading approximately six months ago and indicated he wanted to put the second reading of the ordinance on the March agenda.

A majority of the Council expressed their interest in moving forward.

VIII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

Interim Village Attorney John Quick advised that an executive session was scheduled in the Gulizio case for February 15, 2024 at 4:00 p.m. at the Administrative Center.

IX. ADJOURNMENT

Council Member Henry Rosenthal moved the adjourn the meeting at 7:33 p.m.

Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: February 13, 2024
SUBJECT: **Resolution Approving the Work Authorization with Tim Matthews Tree & Landscaping for Planting Projects within the Village TAB 7**

Background:
In accordance with its Comprehensive Plan, Islamorada, Village of Islands (the "Village"), continues to enhance general community appearance as well as to preserve and enhance open space and natural landscapes. Effective May 2, 2023, the Village and Tim Matthews Tree & Landscaping, Inc., ("Tim Matthews") entered into a Non-Exclusive Continuing Services Agreement ("CSA") for professional landscaping services resulting from a competitive bid process (RFQ# 23-03) to create a library of companies to provide landscaping, tree trimming, and mangrove trimming services to the Village.

At its meeting on September 7, 2023, the Village Council approved Resolution No. 23-09-94, which was Work Authorization #1 for $12,287.00 under the CSA with Tim Matthews to complete a planting project at Key Tree Cactus Preserve. In compliance with the Village's Purchase Ordinance and policies, the engagement for this project required Village Council approval as the Work Authorization amount brought payments to Tim Matthews in FY 2022-2023 over $25,000.00

The Work Authorization #1 planting project was not completed until FY 2023-2024. Therefore, the related expense in the amount of $12,062.00 must be included in the total of payments to Tim Matthews in FY 2023-2024 instead of FY 2022-2023. Subsequently, the Village entered into Work Authorization #2 under the CSA for mangrove trimming at Green Turtle Hammock for $8,600.00 and Work Authorization #3 under the CSA for trails maintenance at Green Turtle Hammock for $6,900.00. Additionally, plant removal services for $1,000.00 and mangrove trimming at Port Antigua for $3,850.00. This brings the total payments to Tim Matthews in FY 2023-2024 to $27,787.00. The total would have been $20,350.00 by this time if Work Authorization #1 had been completed in the prior year.

Village staff would like to issue Work Authorization #4 for a planting project at Library Beach Park on Upper Matecumbe Key at a cost not to exceed $2,817.00 increasing the total to date in FY 2023-2024 to $35,229.00.

Analysis:
The attached Resolution would approve all work to date in FY 2023-2024 performed by Tim Matthews, and it would authorize an additional $24,771.00 in FY 2023-2024 for a total of $60,000.00.

Budget Impact:
The cost of landscaping projects are accounted for in the Capital Project Fund. The revenue source is transfers of Landscape Mitigation Funds from the General Fund to the Capital Project Fund. The FY 2023-2024 Capital Project Fund budget includes $150,000.00 in transfers of Landscape Mitigation Funds to the Capital Project Fund.

Staff Impact:
The Village's Environmental Resources Manager and Public Works Director oversee the landscaping projects and coordinate as needed.

Recommendation:
It is recommended that the Village Council adopt the attached Resolution, thereby approving payments to Tim Matthews Tree & Landscaping, Inc., in FY 2023-2024 and allowing for continued landscaping project within the Village.

Attachments: 1. Reso_FY23-24 Purchasing Auth_Tim Matthews_021324 RVCM

RESOLUTION N0. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATIONS WITH TIM MATTHEWS TREE & LANDSCAPING, INC FOR COMPLETION OF PLANTING PROJECTS WITHIN THE VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE WORK AUTHORIZATIONS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village"), continues to enhance general community appearance and promote natural landscapes and habitat through native tree plantings within open spaces within the Village; and

WHEREAS, the Village has proposed a native plant landscaping project at Library Beach Park on Upper Matecumbe Key; and

WHEREAS, the Village is in need of an independent contractor to provide the services to complete the planting project and other planting projects throughout the Village through September 30, 2024; and

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

WHEREAS, the Village Council of Islamorada, Village of Islands, (the "Village Council") has determined that approval of Work Authorizations with Tim Matthews for planting projects in FY 2023-2024 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. 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 Work Authorizations in FY 2023-2024.

Section 3. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Work Authorizations up to $60,000.00.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

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

PASSED AND ADOPTED THIS ___ DAY OF _____, 2024.

_____
JOSEPH B. PINDER III, MAYOR

ATTEST:

_____
MARNE MCGRATH, VILLAGE CLERK

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

_____
JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: February 13, 2024
SUBJECT: **Resolution Approving Work Authorization No. 6 with CPH, LLC. for Construction Observation and Construction Engineering and Inspection of the Founders Park Breakwater Restoration TAB 8**

Background:
Through an evaluation process of four (4) companies within the Village's Engineers Library, Village staff selected CPH, LLC. ("CPH") to perform structural design services for the Founders Park Breakwater restoration in November 2018. Effective August 14, 2020, the Village and CPH entered into a new CSA for professional engineering and architectural services resulting from a competitive bid process to create a library of engineers, architects and surveyors for the Village. During initial consultation with CPH, it was determined that restoration of the breakwater would be accomplished through a phased approach. CPH has since acted as project coordinator for the Village and has directed sub-consultants to ensure the timely completion of the project in a cost-effective manner.

In April 2019, as authorized by the Village Council's adoption of Resolution No. 18-12-126, CPH completed the first phase of restoration which included preliminary ecological assessments, preliminary surveying, establishing permitting requirements, preparing conceptual design drawings, and establishing a preliminary construction budget for a cost not-to-exceed $39,000.00. In August 2020, as authorized by the Village Council's adoption of Resolution No. 19-09-80, CPH completed the second phase of restoration which was the design of the breakwater restoration based on the conceptual design presented to the Village during phase 1 for a cost not-to-exceed $35,500.00. As authorized by the Village Council's adoption of Resolution No. 21-10-104, CPH is assisting with completion of the third phase of breakwater restoration which is the permitting and establishment of a mitigation plan to offset wetland, other surface water impacts of the project for a cost not-to-exceed $101,190.00.

Analysis:
Permitting of the breakwater restoration project is nearly complete. A request for proposals for project construction is expected to be issued by the Village within the next month. Construction observation and construction engineering and inspection (CEI) will be a necessary component to the construction of the project. For completion of these CEI services, staff requested a proposal from CPH in accordance with the current CSA. Exhibit "A" to the attached Resolution is proposed Work Authorization No. 6 between the Village and CPH for the CEI of the Founders Park Breakwater restoration project at a cost not to exceed $34,365.00. CPH will perform the Scope of Services contained in this Agreement as time and materials based on the standard hourly rate schedule per the CSA and as outlined in the Scope of Services. The Village would be informed if the services are about to exceed this limit.

Work Authorization No. 6 would become effective upon full execution by both parties through December 31, 2026. Under this agreement, as outlined in the Scope of Services within Exhibit "B", CPH agrees to perform professional engineering services in connection with the construction project.

Budget Impact:
Costs of the breakwater restoration are being accounted for in the Plantation Yacht Harbor Marina Fund. A capital outlay of $1,000,000.00 has been included in the FY 2023-2024 budget for this phase of the restoration project in the Marina Enterprise Fund. The revenue source is Marina operating revenues pending grant funding reimbursement. The Village has been awarded a grant of $1,903,754.00 for construction of the project from the Florida Department of Environmental Protection through the Resilient Florida program.

Staff Impact:
The Village's Environmental Resources Manager would manage the agreement with CPH and along with the Public Works staff and Review Engineer would continue to assist CPH with any environmental or engineering questions or issues that arise during this phase of the project. The Village's Finance department would track the expenditures.

Recommendation:
Staff recommends that the Village Council approve and adopt the attached resolution, thereby authorizing Work Authorization No. 6 with CPH for services and approving the related expenditure of $34,365.00 from the Marina Enterprise Fund.

Attachments:
1. Resolution_CPH_Breakwater CEI WA#6
2. Exhibit A_WA#6 CPH_Breakwater CEI_021324
3. Exhibit B_Breakwater - CA CPH Proposal Jan24

RESOLUTION N0. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 6 WITH CPH LLC FOR FOUNDERS PARK BREAKWATER RESTORATION CONSTRUCTION OBSERVATION AND CONSTRUCTION ENGINEERING AND INSPECTION; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the breakwater at Plantation Yacht Harbor Marina within Founders Park plays a vital role to Islamorada, Village of Islands (the "Village"), by safeguarding the park's harbor, vessels, and marine facilities from wave-induced energy generated from Florida Bay; and

WHEREAS, the marina breakwater, constructed in 1961, has suffered structural damage and erosion from repeated wash-over from tidal activity, boat wakes, sea level rise and hurricane related storm surge; and

WHEREAS, given the potential for future storm surge, sea level rise, and further erosion, the Village is seeking to restore the breakwater to safeguard the harbor and marine facilities; and

WHEREAS, the Village is in need of an independent contractor to provide the necessary construction observation and construction engineering inspection services needed to complete the construction project; and

WHEREAS, the Village has a current Continuing Services Agreement ("CSA") with CPH, Inc. ("CPH") for professional engineering and architectural services; and

WHEREAS, CPH has completed the first three phases of the project for the Village and with this fourth project phase, outlined in Exhibit "B" attached hereto, CPH has proposed to perform the professional engineering services in connection with the construction project; and

WHEREAS, CPH is willing to perform these services as outlined in the Scope of Services within Exhibit "B" in an amount not to exceed Thirty-Four Thousand Three Hundred Sixty-Five Dollars ($34,365.00); and

WHEREAS, Village staff have identified the Plantation Yacht Harbor Marina Fund as an appropriate funding source for this project; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council"), has determined that approval of the Work Authorization No. 6 with CPH for the Services is in the best interest of the Village and its residents.

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

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

Section 2. Approval of Work Authorization. The Village Council hereby approves Work Authorization No. 6 with CPH, attached as Exhibit "A," for completion of the Project.

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

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the

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

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

Remainder of the page intentionally left blank.

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III ___

Vice Mayor Sharon Mahoney ___

Councilman Mark Gregg ___

Councilwoman Elizabeth Jolin ___

Councilman Henry Rosenthal ___

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

_____

JOSEPH B. PINDER III, MAYOR

ATTEST:

_____

MARNE MCGRATH, VILLAGE CLERK

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

_____

JOHN J. QUICK, VILLAGE ATTORNEY

Exhibit "A"

PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

CPH, LLC.

For

Work Authorization No. 6

Engineering, Environmental, and Support Services

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

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

WHEREAS, the VILLAGE and CONSULTANT desire to enter into this Work Authorization for the CONSULTANT to provide construction observation and construction engineering and inspection for the Founders Park Breakwater restoration project as more further described in Exhibit "B" attached hereto (the "Project"), in accordance with the terms and conditions of this Work Authorization.

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide environmental and engineering services to the VILLAGE for the Project as described in the "Project Description" attached as Exhibit "B" to complete the construction observation and construction engineering and inspection for the Founders Park Breakwater restoration Project.

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

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

SECTION 2. DELIVERABLES

As part of the Scope of Services the CONSULTANT shall provide to the VILLAGE the following Deliverables:

- *Attendance at pre-construction meeting with Village and selected contractor*
- *Respond to RFIs, review/approve shop drawings, and issue minor field change exhibits as needed to facilitate field conditions*
- *Review, evaluate, and issue responses to all change order requests*
- *Perform one environmental site visit to discuss with contractor constraints of permit and to ensure proper signage is posted*
- *Complete up to one site visit per month during construction and review as-builts*
- *Complete one substantial punch-list walk, create punch list for contractor to remedy, and complete one final walk to ensure completion of the project*
- *Prepare Engineer's Certification Letter stating completion of project meets the intended design*

Unless otherwise stated, the CONSULTANT will provide draft and site plans, and other materials prepared for the Project in both paper and electronic formats as appropriate, excluding material that is available only as photocopy to the VILLAGE. The VILLAGE shall be provided copies of all correspondence from CONSULTANT to any public or private entity or individual and all correspondence received by the CONSULTANT for the Project.

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGES

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

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

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

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

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Time and Materials Compensation. VILLAGE agrees to pay CONSULTANT for time and materials in an amount not to exceed Thirty-Four Thousand Three Hundred Sixty-Five Dollars **($34,365.00)** as compensation for performance of all services related to the Project. It is understood that the method of compensation is that of time and materials according to the standard hourly rate schedule per the Continuing Contract. The CONSULTANT shall perform all services set forth within a not to exceed amount stated above. Said amount includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

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

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices.

5.1.1 Time and Materials Compensation. CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis and in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule as shown on Exhibit "B", attached hereto and made a part of this Project Agreement. Invoices for each phase shall not exceed the amounts allocated to said phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously.

5.1.2 Disputed Invoices. In the event all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the Village Manager shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with a written response and any additional information requested by the VILLAGE within five (5) working days of the date of the VILLAGE'S notice. The

VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice.

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

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

SECTION 6. TERMINATION/SUSPENSION

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

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

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

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

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

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

NAME	**FUNCTION**
Kyle Bechtelheimer, P.E.	Sr. Project Engineer
Todd Hendrix, P.E.	Sr. Vice President / Associate
Amy Daly	Director of Environmental Services
Amanda Martin	Project Engineer

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

SECTION 8. INCORPORATION OF CONTINUING CONTRACT

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

SECTION 9. SEVERABILITY

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

SECTION 10. MISCELLANEOUS

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

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

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

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

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

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

10.2 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR,

to solicit or secure this Project Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Project Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Project Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

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

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

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

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By:_____
Kimberly Matthews, Interim Village Manager

The ____ day of _____, 20___.

AUTHENTICATION:

_____
Marne McGrath, Village Clerk

(SEAL)

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

_____
John J. Quick, Village Attorney

CONSULTANT

CPH, LLC.

By:_____

Print Name:_____

Title:_____

The ____ day of _____, 20___.

AUTHENTICATE:

_____
Secretary

_____

Print Name

(CORPORATE SEAL)

WITNESSES:

_____

Print Name:_____

_____

Print Name:_____

PROFESSIONAL ENGINEERING SERVICES
FOR THE
ISLAMORADA, VILLAGE OF ISLANDS
FOUNDERS PARK BREAKWATER – CONSTRUCTION OBSERVATION

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

PROJECT DESCRIPTION

CPH hereby proposes to conduct Construction phase engineering services for the Founders Park Breakwater project.

SCOPE OF SERVICES

TASK A – CONSTRUCTION OBSERVATION AND CONSTRUCTION ENGINEERING AND INSPECTION (CEI)

CPH shall attend one pre-construction meeting with Village and selected contractor to review the general site, plan sets, permit requirements, schedule for construction, and overall procedures.

CPH shall respond to RFIs, review/approve shop drawings, and issue minor field change exhibits as needed to facilitate field conditions. CPH shall review, evaluate, and issue responses to all change order requests.

CPH shall perform one environmental site visit to discuss with contractor constraints of permit and to ensure proper signage is posted.

CPH will complete up to one site visit per month during construction, and review as-builts (by contractor) to ensure design standards were upheld. Upon acceptance of the as-builts, CPH will complete one substantial punch-list walk, create punch list for contractor to remedy, and complete one final walk to ensure completion of the project.

CPH will prepare Engineer's Certification Letter stating completion of project meets the intended design.

CONSTRUCTION ENGINEERING AND INSPECTION

Construction Engineering and Inspection (CEI) Services shall be provided for the project in accordance with the attached schedule.

The CEI ENGINEER will provide CEI Services during the construction contract and schedule. This project consists of the repair and reconstruction of the breakwater at Founders Park in Islamorada, Florida. This scope of services includes provisions for observation of work for compliance with Plans and Specifications on more or less a continuing basis as construction proceeds; notification of the Contractor of non-compliance; observation of materials at the job site; and provide a record of the Contractor's activities throughout the construction, including notations on the nature and cost of any extra work or changes ordered during construction; however, the CEI ENGINEER is not responsible for the performance of the construction contract by the Contractor. The CEI ENGINEER will provide personnel to observe the Contractor's work during the execution of the Construction Contract.

Through the on-site observations of the work including progress and field checks of material and equipment, the CEI ENGINEER will endeavor to provide protection for the Village against defects and deficiencies in the work, but the furnishing of these services shall not make the CEI ENGINEER responsible to find or note all discrepancies in the work nor for the Contractor's failure to perform the construction work in accordance with the Contract Documents.

The CEI ENGINEER shall not be responsible for the acts or omissions of the Contractor or of any of the Contractor's, Sub-Contractors, Agents, Employees, or other persons performing any of the work under the construction contract, or of others.

The CEI ENGINEER shall provide qualified personnel to conduct the work as further described herein. The CEI ENGINEER will provide a Senior Project Engineer and a Project Administrator as required to manage and oversee the Construction Contract. Inspectors will be provided as required to observe construction activities.

BASIC SERVICES OF THE CEI ENGINEER

The CEI ENGINEER agrees to perform professional engineering services in connection with the construction project as hereinafter stated.

The CEI ENGINEER will serve as the Village's professional engineering representative in those phases of the project to which this Scope of Services applies, and will give consultation and advice to the Village during the performance of services.

The CEI ENGINEER will conduct the preconstruction meeting and will issue meeting minutes as a follow up to the meeting to all attendees.

The CEI ENGINEER will review and approve the Contractor's Quality Control Plan (QCP) which requires the Contractor to be responsible for materials sampling, testing, and inspection. The CEI ENGINEER has the primary function of performing Quality Assurance (QA) by ensuring the Contractor follows the approved QCP. When the Contractor does not follow the QCP then it will be documented in the Daily Work Report, discussed below, and remedied by the Contractor.

The CEI ENGINEER will check shop drawings, catalog data, diagrams, illustrations, schedules, samples, test and inspection results and other data the Contractor is required to submit, but only as to conformance with the overall design concept of the project and compliance with the Plans, Specifications, and other Contract Documents. CEI ENGINEER will coordinate review and approval of the shop drawings by the Design Engineer and maintain a shop drawing log to keep track of the submittals. The Design Engineer will review submittals for conformance with the plans and specifications.

The CEI ENGINEER will assist the Village in issuing all instructions to the Contractor and assist in the preparation of routine Change Orders as may be required. The CEI ENGINEER may, as a designated project representative by the Village, require special inspection or testing of the work (whether or not fabricated, installed or completed). The CEI ENGINEER will coordinate with the Village and Design Engineer to respond to RFI's from the Contractor. The Design Engineer will provide responses to issues related to changes or questions regarding design.

The CEI ENGINEER will conduct **monthly progress meetings** throughout the duration of the project. The project duration is anticipated to be 8 months for construction. The meetings are anticipated to last for approximately one hour each. The CEI ENGINEER will issue meeting minutes as a follow up to the meeting to all attendees.

The CEI ENGINEER will field review the Contractor's work on a monthly basis and generate a report to log. Any QCP lapses by the Contractor will be reported on this log.

Based on the CEI ENGINEER's on-site observations as an experienced and qualified design professional, and on his review of the Contractor's applications for payment, review of this information with the Village Project Representative, review of supporting data, and information received from the Village, the CEI ENGINEER will determine the amounts owing to the Contractor and recommend approval in writing of payments to the Contractor in such amounts. Such recommendations to constitute representations to the Village, that are expressions of the CEI ENGINEER's opinion, based on such observations and review, that the work has substantially progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the

work as a functioning project upon Substantial Completion and to the results of any subsequent tests called for in the Contract Documents and to any qualifications stated in his approval). The CEI ENGINEER will review the Contractor's submittal of Certification Disbursement of Previous Periodic Payments to Subcontractors. Should the Contractor not submit a fully completed Certification with each progress payment, then the CEI ENGINEER will not recommend payment to the Contractor by the Village.

For the purposes of this Scope of Services, it is assumed that the construction of the Village's facilities will occur over a period of 8 months The CEI ENGINEER will provide on-site observation services monthly or as required to perform scope of services. The on-site observation and inspection services include review of installed work and work in progress, as well as verification that the Contractor's work is in compliance with plans, specifications, change orders and field directives. The CEI ENGINEER will also coordinate with Village personnel as needed. The CEI ENGINEER will observe work and will selectively inspect delivered materials on-site (not including materials testing to be provided by others) as to compliance with the Contract Documents. If it is determined that, due to construction progress (or lack thereof) or other related matters, that additional time and cost, or other changes than enumerated in this scope of services are required to adequately address the construction inspection or administration items, then the CEI ENGINEER is obligated to bring this situation to the Village's attention and to furnish services as may be agreed upon and to negotiate a change in the authorized fee. The CEI ENGINEER will follow the Village's process for contract modifications, including changes to the work or the contract time, and complete Village's standard forms for submittal.

The CEI ENGINEER will provide a monthly progress report to the Village as a record of the Contractor's activities throughout the construction, including notations on the nature and cost of any extra work or changes ordered during construction; however, the CEI ENGINEER is not responsible for the performance of the construction contract by the Contractor. CEI ENGINEER's report will only cover activities observed by the CEI ENGINEER per this scope of services.

The CEI ENGINEER will coordinate with contractor on backfill compaction testing requirements. The CEI ENGINEER's Senior Project Engineer will review the Contractor's compaction testing and MOT for compliance with contract requirements.

The CEI ENGINEER will, in conjunction with the Village representatives conduct a substantial completion inspection of the in-place work to determine if the work is completed substantially in accordance with the plans, specifications and other contract documents. The CEI ENGINEER will prepare a "punch List" of items that are deficient or incorrect. The CEI ENGINEER will provide these services in accordance with the project closeout requirements.

The CEI ENGINEER will assist the Village in the review of Contractor provided record drawings/surveys and other as-built data for installed facilities and present any apparent

discrepancies between the as-built conditions and the design conditions to the attention of the Village. The CEI ENGINEER will coordinate with the Contractor regarding provision of the construction record drawings prior to final on-site inspections and punch list preparation.

SERVICES NOT INCLUDED

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

- Weekly Progress Meetings
- Major Design Modifications to Permitted Plans

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

COMPENSATION

CPH will perform the Scope of Services contained in this Agreement as time and materials (T&M. Refer to the Standard Hourly Rate Schedule to be utilized on this project per continuing services agreement. This scope is Time and Materials (Hourly) as Not-to-Exceed (NTE) budget. The Village will be informed when the services are about to exceed this limit. Please see attached CEI schedule for estimated hours as part of the T&M fee, including estimated expenses. The project total **$34,365 T&M.**

CPH, LLC. AUTHORIZATION

By: _____

Kyle Bechtelheimer, P.E.
Vice President / Associate

Date: 1/3/2024

Exhibit A
Islamorada, Village of Islands
Construction Services for Founders Park Breakwater

	Construction Engineering and Inspection (CEI) Services	Sr. Project Manager	Sr Project Engineer/Architect	Construction Field Rep II	Administrative
Pre-Construction	Conduct preconstruction meeting	8	5	0	1
	Review of Shop Drawings	2	8	1	1
Construction Services	Review Contractor RFI's, and Requests for Change Orders and prepare responses or recommendations	4	16	2	1
	Conduct Progress Meetings (Monthly for 8 months)	10	8	8	1
	Review Payment Applications	2	4	4	1
	Inspection during construction (10 hours per month for 8 months during construction)	16	16	80	1
	Conduct Substantial Inspection with City and Contractor and prepare punch list and Completion Certificates	8	8	8	1
Post Construction	Review of Contractor provided As-Builts	4	4	2	1
	Conduct a Final Inspection, prepare information for Certificate of Final Completion for project. Assist the City with preparation of close out documentation.	1	2	2	1
Total Hours		55	71	107	9

TOTAL LABOR COST	**$32,285.00**
TOTAL COST INCLUDING EXPENSES	**$34,365.00**

	RATE	HOURS	FEE
Sr. Project Manager	$180.00	55	$9,900.00
Sr. Project Engineer / Architect	$140.00	71	$9,940.00
Field Rep II	$110.00	107	$11,770.00
Administrative	$75.00	9	$675.00
Total Labor Cost			$32,285.00
Expenses			$2,080.00
TOTAL			$34,365.00

Expenses during Construction (8 months)	
Mileage	220.00/Month
Other	40.00/Month
Sub-Total	$260.00/Month
TOTAL for 8 months	**$2,080.00**

Council Communication

To: Mayor and Village Council
From: John Quick, Interim Village Attorney
Date: February 13, 2024
SUBJECT: **Resolution Approving Update to Council Procedures to Create Process for Annual Legislative Priorities TAB 9**

Background:
The Village Council recently established formal Council meeting procedures. These procedures have been updated from time to time.

Analysis:
During the recent visit to Tallahassee to meet with State elected officials and State Departments, it became apparent that the Village would benefit from a formal process by which to create its annual legislative priorities. It is further suggested that the Village Council conduct an annual strategic planning workshop at the beginning of each calendar year. A copy of proposed updated Council procedures setting forth expected annual legislative priority and strategic planning workshops and creation of a formal priority list is included herein for the Council's consideration. The proposed revision also includes language to make the procedures consistent with the Council's directives to include supplemental reports as part of the agenda.

A clean copy of the proposed updated procedures is attached as Exhibit A to the Resolution. For ease of review, a redline version is also included herein.

Budget Impact:
N/A

Staff Impact:
N/A

Recommendation:
Staff recommends approval of the attached resolution.

Attachments:
1. 46U907104-Resolution updating Village Council procedures (1-29-24)
2. Exhibit A-Village Council procedures (1-29-24) (clean)
3. 474320809-Village Council procedures (1-29-24) (redline)

RESOLUTION _____

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

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

WHEREAS, on August 17, 2023, the Village Council passed Resolution 23-08-90 which established procedures for its meetings; and

WHEREAS, on October 10, 2023, the Village Council passed Resolution 23-10-117 which updated the procedures for its meetings; and

WHEREAS, on December 14, 2023 the Village Council passed Resolution 23-1-144 which updated the procedures for its meetings; and

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

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

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

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

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

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

Motion to adopt by _____. Seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

_____
JOSEPH B. PINDER III, MAYOR

ATTEST:

_____
MARNE MCGRATH, VILLAGE CLERK

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

_____
JOHN J. QUICK, VILLAGE ATTORNEY

ISLAMORADA, VILLAGE OF ISLANDS,
VILLAGE COUNCIL MEETING PROCEDURES

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

GENERAL COUNCIL PROCEDURES

I. COUNCIL MEETING

A. Regular Meetings.

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

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

B. Special Meetings.

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

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

further business shall be conducted at the special meeting except that stated in the notice. All meetings shall be open to the public except as expressly allowed by state law.

C. Emergency Meetings.

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

D. Legislative Priority Workshop.

No later than June 30 of each calendar year, the Village Manager shall schedule a workshop with the Village Council to consider and discuss the Village's legislative priorities. During the legislative priority workshop, it is anticipated that the Village Manager will present the Village Council with a list of priorities and/or topics for its consideration, analysis, and discussion. It is further anticipated that during this workshop the Village Council will provide input and guidance on its preferred legislative priorities. As soon as practicable thereafter, the Village Manager shall present a list of legislative priorities for formal approval by the Village Council based on the Village Council's input and direction provided in connection with the legislative priority workshop.

E. Strategic Planning Workshop.

No later than January 30 of each calendar year, the Village Manager shall schedule a workshop with the Village Council to consider and discuss the Village's strategic planning items. During the strategic planning workshop, it is anticipated that the Village Manager will present the Village Council with a list of priorities and/or topics for its consideration, analysis, and discussion. It is further anticipated that during this workshop the Village Council will provide input and guidance on its preferred priorities. As soon as practicable thereafter, the Village Manager shall present a list of strategic planning priorities for formal approval by the Village Council based on the Village Council's input and direction provided in connection with the legislative priority workshop.

II. PROCEDURAL RULES

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

A. Presiding Officer.

The Mayor shall serve as the presiding officer at all Council meetings. The Vice Mayor shall act as the presiding officer in the absence of the Mayor. In the absence of both the Mayor and Vice Mayor, the remaining Councilmembers shall by majority vote select a presiding officer to carry out the functions of the Mayor and to run the meeting. The Mayor shall decide on all questions of order. The Mayor may request an interpretation of parliamentary procedure from the Village Attorney. The Mayor shall announce agenda items by the agenda item number. No further explanation or comment shall be made at that time. The Village Attorney shall then read the title of the legislation. Thereafter, the Mayor may call upon the Village Manager, or designee, to provide any needed explanation of the item being considered. If appropriate, the item shall then be opened for public comment or hearing, limited to three (3) minutes per individual speaker, and five (5) minutes for a representative speaker for an association or group. When speaking on a particular agenda item, the speaker shall limit his/her comments to the subject of the agenda item under consideration. All comments or questions by the public shall be directed to the Mayor. The Mayor may limit irrelevant or repetitive comments to ensure the orderly conduct and efficiency of the meeting. Following the close of the public comment or hearing on the item, the Council shall discuss and consider the agenda item.

B. Decorum at Council Meetings.

The Mayor shall preserve order and decorum at Council meetings. Should a member of the audience become unruly or behave in an inappropriate manner prejudicial to the proper conduct of the meeting, the Mayor shall have the right and the authority to require such person to leave the Council Chambers, accompanied, if determined necessary, by the Sergeant at Arms. A Monroe County Sheriff's Department law enforcement officer assigned to the Village shall serve as the Sergeant-at-Arms and carry out all orders and instructions given by the Mayor for the purpose of maintaining order

and decorum at Village Council meetings. The Sergeant-at-Arms has the authority to remove any person or persons that he or she believes necessary for the health and safety of the Village Council and attendees. In addition, in the event the audience or a part of the audience becomes unruly, the Mayor may either recess or adjourn the meeting.

C. Seating Arrangements on the Dais.

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

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

D. Order of Business.

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

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

14. Supplementary Reports
15. Adjournment

E. Reading of Minutes.

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

F. Consent Agenda.

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

Before the Council votes on the Consent Agenda, any member of the public may comment on any item listed on the Consent Agenda. Discussion is limited to a total of three (3) minutes per individual speaker, and five (5) minutes for a representative speaker for an association or group.

G. Renewal.

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

H. Time for Reports, Presentations, and Announcements.

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

I. Rules of Debate.

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

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

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

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

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

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

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

7. Councilmembers shall be prohibited from using their cell phones while on the dais during a public meeting.

J. Order of Vote.

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

K. Postponing Agenda Items.

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

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

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

L. Remote Attendance.

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

M. Actions by the Council.

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

III. PUBLIC HEARINGS

A. Generally.

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

Individuals wishing to speak on matters that appear on the agenda as "Public Hearings" will be recognized by the Mayor. Individuals wishing to speak on matters that appear on the agenda as "Public Hearings" shall fill out a speaker's card and shall be recognized by the Mayor when called upon by the Clerk. The public shall be permitted to speak after the Mayor opens an item for Public Hearing. Discussion is limited to three (3) minutes per individual speaker, and five (5) minutes for a representative speaker for an association or group. After the Public Hearing is closed by the Mayor, only members of the Village Council or Staff shall be permitted to discuss the item.

B. Quasi-Judicial Items.

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

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

Individuals from the public shall be allotted three (3) minutes each (or such amount of time as determined by the presiding officer), to discuss the quasi-judicial item that is being considered. Representative speakers for an association or group shall be allotted five (5) minutes. The Village or the applicant may cross-examine any individual speaking on the item. Individuals wishing to speak on quasi-judicial items shall be collectively sworn in.

C. Waiver of Quasi-Judicial Hearing.

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

IV. PUBLIC PARTICIPATION

A. Generally.

Public Participation shall be held in accordance with the agenda. Those wishing to speak on items that are not on the agenda but pertinent to the Village shall sign in on a form provided by the Village Clerk prior to the meeting. Those wishing to speak on a specific agenda item shall sign in on a form provided by the Village Clerk prior to the meeting and indicate which item they wish to speak on and whether they support or oppose the item, or are otherwise neutral. All public comment forms shall be provided to the Clerk prior to the agenda item being called. Once the agenda item is called, anyone who has not turned in a comment card will not be permitted to speak on that item. For those attending via approved remote means (e.g., Zoom, etc.), the attendee's hand must be raised prior to the item being called in order to speak on that item. The Village Clerk will call those persons wishing to speak in the order that they signed in. Public Comment shall be limited to three (3) minutes per individual speaker, and five (5) minutes for a representative speaker for an association or group. If a participant desires to present materials to the Council during Public Comment, the items shall be given to the Village Clerk before the meeting for distribution, including one full copy for the Village Clerk for the public record.

Each individual is requested to state his or her name and shall state the name of the entity represented (if applicable) and the item on the agenda to be addressed (if applicable). Each person addressing the Council shall approach the lectern and speak in an audible tone of voice for the record. Unless further time is granted by the Presiding Officer, each individual speaker shall speak only one time, per item, for up to three (3) minutes and representative speakers for an association or group shall speak for only one time, per item, for up to five (5) minutes. No person shall be allowed to donate his or her speaking time to another person. All remarks shall be addressed to the Council as a body

and not to any member thereof. A person speaking on an item on the agenda shall limit their comments to matters relevant to the item. All people addressing the Council are strongly encouraged to refrain from making political statements and shall not make personal attacks on any Councilmembers or any other individuals or entities. No person, other than the Council and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the Council, without the permission of the Presiding Officer. No question shall be asked of a Councilmember except through the Presiding Officer.

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

B. Documents.

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

C. Representative Disclosure.

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

D. Decorum.

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In the agenda package of the first meeting of each month, staff shall include reports as directed by the Village Council in a separate tab at the end of the agenda.

If a member of the Village Council has a question for staff regarding the contents of one of the reports or otherwise wishes to discuss the report, they may so indicate at this point in the agenda. If there are no questions, then the reports are included for informational purposes.

On a quarterly basis, the Village Manager will prepare and provide a report providing an update on the accomplishments and activities of each department for information and consideration by the Village Council. This report will be included in the agenda package in the month following the end of a fiscal year quarter.

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All meetings of the Village Council, whether special or regular, shall be adjourned no later than 10:00 P.M. However, the Village Council may continue the meeting beyond 10:00 P.M. in accordance with the Village Charter and Code. In any event, the motion to

continue the meeting must provide for a specific time frame of no more than thirty (30) minutes that the Village Council will honor for purpose of continuing the meeting.

VII. WAIVER OF PROCEDURES

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

VIII. PREPARATION OF AGENDA ITEMS

A. Placement of Items on Agenda.

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

B. Agenda Closing Dates.

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

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

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

Requests for additions and/or deletions shall be provided to the Village Manager and Village Clerk no later than: (i) 5:00pm on the Thursday before the regular Village Council meeting; or (ii) 48 hours, not counting weekends or holidays, for any non-emergency special call meeting.[3] No exceptions will be made to this requirement, unless such addition and/or deletion is of an emergency nature.

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

C. Preparation of Legislation.

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

[3] / For the Village Council's regular Tuesday/Thursday meeting schedule listed in section I.A. above, the time frame in this restriction will be counted from the Tuesday meeting.

Ordinances and Resolutions shall contain the name of each Councilmember and whether such member voted for, against or failed to vote for the item. All Ordinances and Resolutions, once approved, shall be executed by the Mayor. Unless otherwise required by law, digital signatures may be utilized.

D. Proclamations.

1. Generally.

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

2. Request from the Public.

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

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

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

3. Proclamation Criteria.

Proclamations must fit one of the following criteria:

- Must pertain to an organization existing, or an event occurring, within the Village or benefitting the Village.

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

E. Sequence of Agenda Items.

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

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

F. Council Work Requests. [4]

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

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

ISLAMORADA, VILLAGE OF ISLANDS,
VILLAGE COUNCIL MEETING PROCEDURES

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

GENERAL COUNCIL PROCEDURES

I. COUNCIL MEETING

A. Regular Meetings.

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

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

B. Special Meetings.

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

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

further business shall be conducted at the special meeting except that stated in the notice. All meetings shall be open to the public except as expressly allowed by state law.

C. Emergency Meetings.

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

D. Legislative Priority Workshop.

No later than June 30 of each calendar year, the Village Manager shall schedule a workshop with the Village Council to consider and discuss the Village's legislative priorities. During the legislative priority workshop, it is anticipated that the Village Manager will present the Village Council with a list of priorities and/or topics for its consideration, analysis, and discussion. It is further anticipated that during this workshop the Village Council will provide input and guidance on its preferred legislative priorities. As soon as practicable thereafter, the Village Manager shall present a list of legislative priorities for formal approval by the Village Council based on the Village Council's input and direction provided in connection with the legislative priority workshop.

E. Strategic Planning Workshop.

No later than January 30 of each calendar year, the Village Manager shall schedule a workshop with the Village Council to consider and discuss the Village's strategic planning items. During the strategic planning workshop, it is anticipated that the Village Manager will present the Village Council with a list of priorities and/or topics for its consideration, analysis, and discussion. It is further anticipated that during this workshop the Village Council will provide input and guidance on its preferred priorities. As soon as practicable thereafter, the Village Manager shall present a list of strategic planning priorities for formal approval by the Village Council based on the Village Council's input and direction provided in connection with the legislative priority workshop.

II. PROCEDURAL RULES

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

A. Presiding Officer.

The Mayor shall serve as the presiding officer at all Council meetings. The Vice Mayor shall act as the presiding officer in the absence of the Mayor. In the absence of both the Mayor and Vice Mayor, the remaining Councilmembers shall by majority vote select a presiding officer to carry out the functions of the Mayor and to run the meeting. The Mayor shall decide on all questions of order. The Mayor may request an interpretation of parliamentary procedure from the Village Attorney. The Mayor shall announce agenda items by the agenda item number. No further explanation or comment shall be made at that time. The Village Attorney shall then read the title of the legislation. Thereafter, the Mayor may call upon the Village Manager, or designee, to provide any needed explanation of the item being considered. If appropriate, the item shall then be opened for public comment or hearing, limited to three (3) minutes per individual speaker, and five (5) minutes for a representative speaker for an association or group. When speaking on a particular agenda item, the speaker shall limit his/her comments to the subject of the agenda item under consideration. All comments or questions by the public shall be directed to the Mayor. The Mayor may limit irrelevant or repetitive comments to ensure the orderly conduct and efficiency of the meeting. Following the close of the public comment or hearing on the item, the Council shall discuss and consider the agenda item.

B. Decorum at Council Meetings.

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

of the Village Council and attendees. In addition, in the event the audience or a part of the audience becomes unruly, the Mayor may either recess or adjourn the meeting.

C. Seating Arrangements on the Dais.

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

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

D. Order of Business.

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

1. Call to Order/Roll Call
2. Pledge of Allegiance
3. Agenda: Requests for Deletion/Addition
4. Reports, Presentations, and Announcements
5. Public Comment
6. Citizens' Advisory Committee Reports
7. Mayor/Council Communications
8. Village Attorney/Village Manager Communications
9. Consent Agenda
10. Resolutions
11. Ordinances—First Reading
12. Public Hearings—Ordinances—Second Reading
13. Motions
14. Supplementary Reports
~~14.~~15. Adjournment

E. Reading of Minutes.

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

F. Consent Agenda.

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

Before the Council votes on the Consent Agenda, any member of the public may comment on any item listed on the Consent Agenda. Discussion is limited to a total of three (3) minutes per individual speaker, and five (5) minutes for a representative speaker for an association or group.

G. Renewal.

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

H. Time for Reports, Presentations, and Announcements.

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

I. Rules of Debate.

1. If any member, in speaking or otherwise, transgresses the rules of the Council, the Presiding Officer shall, or any member can, call him to order, in which case the member so called to order shall immediately cease discussion unless

permitted by the Presiding Officer to explain; and the Council, if appealed to, shall decide the question without debate. If the decision is in favor of the member so called to order, he or she shall be at liberty to proceed; if otherwise, he or she shall not proceed without leave of the Council to proceed in order.

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

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

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

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

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

7. Councilmembers shall be prohibited from using their cell phones while on the dais during a public meeting.

J. Order of Vote.

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

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

K. Postponing Agenda Items.

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

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

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

L. Remote Attendance.

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

M. Actions by the Council.

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

III. PUBLIC HEARINGS

A. Generally.

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

Individuals wishing to speak on matters that appear on the agenda as "Public Hearings" will be recognized by the Mayor. Individuals wishing to speak on matters that

appear on the agenda as "Public Hearings" shall fill out a speaker's card and shall be recognized by the Mayor when called upon by the Clerk. The public shall be permitted to speak after the Mayor opens an item for Public Hearing. Discussion is limited to three (3) minutes per individual speaker, and five (5) minutes for a representative speaker for an association or group. After the Public Hearing is closed by the Mayor, only members of the Village Council or Staff shall be permitted to discuss the item.

B. Quasi-Judicial Items.

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

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

Individuals from the public shall be allotted three (3) minutes each (or such amount of time as determined by the presiding officer), to discuss the quasi-judicial item that is being considered. Representative speakers for an association or group shall be allotted five (5) minutes. The Village or the applicant may cross-examine any individual speaking on the item. Individuals wishing to speak on quasi-judicial items shall be collectively sworn in.

C. Waiver of Quasi-Judicial Hearing.

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

IV. PUBLIC PARTICIPATION

A. Generally.

Public Participation shall be held in accordance with the agenda. Those wishing to speak on items that are not on the agenda but pertinent to the Village shall sign in on a form provided by the Village Clerk prior to the meeting. Those wishing to speak on a specific agenda item shall sign in on a form provided by the Village Clerk prior to the meeting and indicate which item they wish to speak on and whether they support or oppose the item, or are otherwise neutral. All public comment forms shall be provided to the Clerk prior to the agenda item being called. Once the agenda item is called, anyone who has not turned in a comment card will not be permitted to speak on that item. For those attending via approved remote means (e.g., Zoom, etc.), the attendee's hand must be raised prior to the item being called in order to speak on that item. The Village Clerk will call those persons wishing to speak in the order that they signed in. Public Comment shall be limited to three (3) minutes per individual speaker, and five (5) minutes for a representative speaker for an association or group. If a participant desires to present materials to the Council during Public Comment, the items shall be given to the Village Clerk before the meeting for distribution, including one full copy for the Village Clerk for the public record.

Each individual is requested to state his or her name and shall state the name of the entity represented (if applicable) and the item on the agenda to be addressed (if applicable). Each person addressing the Council shall approach the lectern and speak in an audible tone of voice for the record. Unless further time is granted by the Presiding Officer, each individual speaker shall speak only one time, per item, for up to three (3) minutes and representative speakers for an association or group shall speak for only one time, per item, for up to five (5) minutes. No person shall be allowed to donate his or her speaking time to another person. All remarks shall be addressed to the Council as a body and not to any member thereof. A person speaking on an item on the agenda shall limit their comments to matters relevant to the item. All people addressing the Council are strongly encouraged to refrain from making political statements and shall not make personal attacks on any Councilmembers or any other individuals or entities. No person, other than the Council and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the Council, without the permission of the Presiding Officer. No question shall be asked of a Councilmember except through the Presiding Officer.

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

B. Documents.

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

C. Representative Disclosure.

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

D. Decorum.

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

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

A member of the public may submit multimedia content for use during his/her comments. For cyber security reasons, multimedia must be submitted via email

attachment(s) to the Village Clerk's Office at least five (5) working days prior to the meeting. The Village can only accept common file types such as PDF documents, image files, Microsoft PowerPoint Presentations, and video files in MP4 format. No inappropriate content will be approved for display. Speakers with pre-approved content to display will be ordered first during public comment and subject to the allotted time restrictions.

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In the agenda package of the first meeting of each month, staff shall include reports as directed by the Village Council in a separate tab at the end of the agenda.

If a member of the Village Council has a question for staff regarding the contents of one of the reports or otherwise wishes to discuss the report, they may so indicate at this point in the agenda. If there are no questions, then the reports are included for informational purposes.

On a quarterly basis, the Village Manager will prepare and provide a report providing an update on the accomplishments and activities of each department for information and consideration by the Village Council. This report will be included in the agenda package in the month following the end of a fiscal year quarter.

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

VII. WAIVER OF PROCEDURES

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

VIII. PREPARATION OF AGENDA ITEMS

A. Placement of Items on Agenda.

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

B. Agenda Closing Dates.

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

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

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

Requests for additions and/or deletions shall be provided to the Village Manager and Village Clerk no later than: (i) 5:00pm on the Thursday before the regular Village Council meeting; or (ii) 48 hours, not counting weekends or holidays, for any non-emergency special call meeting.[3] No exceptions will be made to this requirement, unless such addition and/or deletion is of an emergency nature.

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

C. Preparation of Legislation.

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

[3] / For the Village Council's regular Tuesday/Thursday meeting schedule listed in section I.A. above, the time frame in this restriction will be counted from the Tuesday meeting.

D. Proclamations.

1. Generally.

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

2. Request from the Public.

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

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

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

3. Proclamation Criteria.

Proclamations must fit one of the following criteria:

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

E. Sequence of Agenda Items.

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

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

F. Council Work Requests. [4]

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

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

Council Communication

To: Mayor and Village Council
From: Maria Bassett, Finance Director
Date: February 13, 2024
SUBJECT: **Resolution Approving First Amendment to Contractual Services Agreement for Solid Waste Services to allow a Rate Correction for Commercial Rolloff Compactors TAB 10**

Background:
At a regular meeting on July 17, 2023, the Village Council adopted Resolution No. 23-07-06 approving the Contractual Services Agreement for Solid Waste, Yard Waste and Recycling Collection and Disposal Services (the "Agreement") with Island Disposal Company (the Contractor") to become effective January 1, 2024. The services were procured through a competitive bid advertised through Request for Proposals (RFP) 23-05.

Analysis:
The Pricing Sheets submitted with the Contractor's Proposal response to RFP 23-05 were attached to the executed Agreement as exhibits to the Agreement. Following transmittal of the fully executed Agreement with exhibits, the Contractor identified an error in its Exhibit "B" to the Agreement, Pricing Sheet 5 Commercial Pricing Schedule.

The Contractor requested the line item for "Garbage Compactor (compacted yardage)" line item be amended to reflect the amount the Contractor intended to propose, $121.77. At the Village Council meeting on January 9, 2024, the Contractor explained to the Village Council that the line item currently affected only three (3) or four (4) customers. Also at the January Village Council meeting, Village staff confirmed that the line item was in line with the other proposers to RFP 23-05 and would not have affected the evaluation of the proposals.

Budget Impact:
Island Disposal invoices commercial customers directly. The only budget impact to the Village would be the effect on the resulting 15% franchise fee levied on the commercial billings and remitted to the Village. An increase in the rate would result in an increase in the 15% franchise fee paid to the Village. With the few customers receiving the service for which the cost would be adjusted, any budget impact would be insignificant.

Staff Impact:
There is no staff impact as a result of this change.

Recommendation:

It is recommended that the Village Council adopt the proposed resolution, thereby approving the First Amendment to the Contractual Services Agreement with Island Disposal to provide the correction to the commercial rate sheet.

Attachments:
1. Resolution-First Amendment Solid Waste Agreement
2. Exhibit-Pricing Sheet 5 amended

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE, YARD WASTE AND RECYCLING COLLECTION AND DISPOSAL SERVICES; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AMENDMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands, Florida (the "Village") provides residential and commercial solid waste, yard waste and recycling collection and disposal services ("Solid Waste Services") to all developed properties in the Village; and

WHEREAS, the Solid Waste Services are outsourced through a Contractual Services Agreement with an independent contractor; and

WHEREAS, through the adoption of Resolution No. 23-07-66 on July 17, 2023, the Village Council approved the Contractual Services Agreement for Solid Waste, Yard Waste and Recycling Collection and Disposal Services (the "Agreement") with Island Disposal Company (the Contractor") to become effective January 1, 2024; and

WHEREAS, prior to implementation of the Solid Waste Services, the Contractor identified an error in Exhibit "B" to the Agreement, Pricing Sheet 5 Commercial Pricing Schedule; and

WHEREAS, the Contractor requested the line item for "Garbage Compactor (compacted yardage) be amended to reflect the amount the Contractor intended to propose, $121.77; and

WHEREAS, the Village Council finds that approval of the First Amendment to the Agreement with the Contractor is in the best interest of the Village and its residents and businesses.

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

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

Section 2. Approval of First Amendment. The Village approves the First Amendment to the Contractual Services Agreement for Solid Waste, Yard Waste and Recycling Collection and Disposal Services with Island Disposal Company in the form provided hereto as Exhibit "A".

Section 3. Authorization of Village Officials. The Village Manager and/or his designees and the Village Attorney are authorized to take all necessary actions to implement the terms and conditions of the First Amendment to the Contractual Services Agreement with Island Disposal Company.

Section 4. **Effective Date**. This Resolution shall become effective immediately upon its adoption.

Motion to adopt by _____, seconded by _____.

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

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

PASSED AND ADOPTED THIS ___ DAY OF _____, 2024.

_____
JOSEPH B. PINDER III, MAYOR

ATTEST:

_____
MARNE MCGRATH, VILLAGE CLERK

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

_____
JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

PRICING SHEET 5

COMMERCIAL PRICING SCHEDULE
(10 YEAR)

COMMERCIAL RATES:

	Rate	Service
Container rental/maintenance	$ 25.00	Per month
Rate per non-compacted cubic yard*	$ 23.17	Per month
Lock/chain set up	$ 100.00	One-time fee
Extra Collection	$ 75.00	One-time fee
Compacted Yard Trash	$ 24.79	Per cubic yard
Rolling out of container	9.19	Each roll-out includes unlocking and locking container, if applicable, and returning container to original location
Garbage compactor, roll off (compacted yardage*)	$ ~~49.00~~ 121.77	Per cubic yard

* *Transportation and disposal only*

Note: Based on once per week service. If additional collections are at a reduced rate, please specify

If a Commercial Customer requests three (3) extra collections or more in one (1) month, CONTRACTOR and the Village retain the right to implement additional service.

COMMERCIAL RECYCLING:

Cardboard collection per loose cubic yard	$ 13.03	/cubic yard
96-gallon commingled Recycling Containers serviced 1x per week	$ 78.71	/month
65-gallon commingled Recycling containers serviced 1 x per week	$ 52.47	/month
35-gallon commingled Recycling containers serviced 1x per week	$ 26.24	/month
One (1) cubic yard dumpster – commingled materials (1x per week)	$ 91.26	/month
Two (2) cubic yard dumpster – commingled materials (1x per week)	$ 182.52	/month

Commercial Customers will receive recycling credit monthly based on current cardboard market prices. Contractor shall provide customer with receipt as part of credit documentation.

General Conditions

All of the above prices include collection, disposal, permits, transportation, and licenses required for providing services to Islamorada, Village of Islands.

Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: February 13, 2024
SUBJECT: **Resolution Approving Final Ranking and Recommendation of the RFP 23-17 Evaluation Committee and Approval of Native Construction for the Green Turtle Hammock Preserve Pavilion Project TAB 11**

Background:
Islamorada, Village of Islands (the "Village") has been completing physical improvements to the Green Turtle Hammock Nature Preserve ("GTH") as outlined in the management plan for this property over the past decade. Remaining components to be completed at GTH adjacent to Florida Bay include a pavilion/observation tower, restroom, improved parking, and improved access to the waterfront. The Village has completed the design for all the necessary physical improvements at the GTH. Specifically, the scope of work for this project includes construction of a two-story pavilion with a restroom on the first level, associated plumbing, an ADA ramp and stairs to the second level, an improved parking lot, and landscaping. Construction of a project to renovate the seawall, stabilize the shoreline, and install a new kayak launch with dock (the "Basin Improvement Project") was put out for competitive bids through a separate Request for Proposals (RFP). Construction is currently underway with this Basin Improvement Project.

An RFP (RFP 23-11) was originally issued for the scenic overlook pavilion project on July 12, 2023. The Village received three (3) proposals in response to this RFP, however the evaluation committee for the RFP did not select a firm due to cost proposals received that were well beyond the expected range. At its regularly scheduled meeting on September 7, 2023, the Village Council directed staff to proceed with rejecting all bids received in response to RFP 23-11 due to costs and to release a new RFP for the pavilion project. The new RFP was to include the Village's construction cost estimate of $1.1 million and would require that potential proposers submit two construction cost bids. The first bid would be to construct the pavilion project as currently designed, and the second bid would be to construct the pavilion project without the second-floor roof and roof support structures. The second option would provide a scenic overlook pavilion with shaded first level and unshaded second/overlook level to be constructed such that the second level roof and supports could be added in the future.

Analysis:
On November 14, 2023, the Village issued RFP 23-17 to solicit proposals from qualified firms to furnish all necessary supervision, labor, tools, parts, and equipment required to complete the Green Turtle Hammock Nature Preserve Scenic Overlook Pavilion Project, (the "Project"). This was a re-issuance of RFP 23-11 with the direction from the Village Council noted above. RFP 23-17 was issued in accordance with Sec. 2-327(b) and (c)(4) of the Village's Purchasing Guidelines in the Village Code of Ordinances. The RFP was published on DemandStar.com

and on the Village's website from November 14, 2023, through the submittal deadline of January 10, 2024, and notices were distributed via email, posted on the Village's Facebook page and published in a local newspaper.

The Village received a total of two (2) proposals in response to RFP 23-17. The proposals received were from Native Construction Contracting Inc. and Persons Services Corp. It was evident that the bidders were aware of the Village's estimated budget due to the reduced cost proposals received in comparison to the initial bids received through RFP 23-11. An Evaluation Committee (the "Committee") was convened to evaluate and rank the proposals. Cost is not the only factor considered during an evaluation. Consideration is also given to each firm's organization, experience, qualifications and proposed timeline for completion of the project.

The two responsive proposals were reviewed and scored by the Committee in a publicly noticed meeting on January 18, 2024. A maximum of 102.5 points were available in the scoring system per Committee member including the 2.5 points available for local preference, for a total maximum score by the Committee of 307.5 points. The Committee ranked the proposals as follows according to the criteria and point system provided in the RFP.

Rank	Proposer/Firm Name	Points	Cost Proposal
1	Native Construction Inc.	292.5	Option 1. $1,704,565.02 Option 2. $1,487,263.52
2	Persons Services Corp.	245	Option 1. $1,949,840.00 Option 2. $1,725,327.00

Following discussion and calculation of the scoring, the committee members agreed with making a recommendation to Council to approve Native Construction Contracting Inc. ("Native") for the project with the selection of Option 1, which includes constructing the second-floor roof. The Committee agreed that there was not a significant enough cost reduction within Option 2 to recommend moving forward with that option.

Adoption of the proposed Resolution would approve the ranking of the RFP 23-17 Evaluation Committee and the recommended selection of Native for the project. The Resolution would also authorize the Village Manager and Village Attorney to enter into an agreement with Native for the requested services in substantially the form of Agreement provided as an Exhibit "1" to the proposed resolution and authorizes the Village Manager to expend budgeted funds. The proposal from Native is provided as Exhibit A to the Agreement.

Budget Impact:
Village staff have identified the Parks and Recreation Impact Fees as an appropriate funding source for this service and the capital project construction costs pursuant to Sections 30-361 & 30-362 of the Village's Code of Ordinances and Village Comprehensive Plan Policy 9-1.1.1 which direct the financing of public facilities through the use of impact fees collected for new development. As both Upper and Lower Matecumbe Keys have experienced increased residential development after Hurricane Irma in September 2017, public facilities that are to be constructed at GTH will elevate service levels to Village residents, especially those located on Upper and Lower Matecumbe Keys. For these reasons, the use of Parks and Recreation Fees is proposed and is deemed appropriate for this project.

Costs of the GTH improvement projects are being accounted for in the Capital Project Fund. Transfers of Parks and Recreation Impact Fees accounted for in the Impact Fee Fund are made to the Capital Project Fund as needed. The approved fiscal year 2023-2024 Capital Project Fund Budget includes $1.5 million for the Green Turtle Hammock Improvements. As of September 30, 2023, the Village has approximately $1.2 million in Committed Fund Balance for Parks and Recreation Impact Fees. Local Government Discretionary Sales Surtax accounted for in the Capital Project Fund could also be utilized as funding source for the pavilion project.

The Village has been awarded two grants to assist with the completion of this project. The first was a $200,000 grant from the Florida Department of Environmental Protection with a required $200,000 match from the Village. The second was a $693,165 Capital Project grant from the Tourist Development Council that will be utilized to complete the Basin Improvement Project and may potentially fund up to $394,000 of the pavilion project.

Staff Impact:
The Village Attorney would move forward with finalizing the Agreement for services. Village staff, including the Environmental Resources Manager, Public Works Director, and Review Engineer would communicate with Native to coordinate the timing of the services and inspect the work during the project. The Village Finance Department would track expenditures.

Recommendation:
It is recommended that the Village Council adopt the attached Resolution, thereby approving the selection of Native to complete the Green Turtle Hammock Nature Preserve Scenic Overlook Pavilion project with Option 1, which includes the second-floor roof. Adoption of the attached Resolution also authorizes the Village Manager and Village Attorney to enter into an Agreement for the services and authorizes the Village Manager to expend budgeted funds.

Attachments:
1. Resolution_RFP 23-17_GTH Pavilion Project
2. Exhibit 1_Form_of_Agreement-GTHP_Pavilion
3. Exhibit A_Native Construction Bid - Green Turtle Hammock

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 23-17 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR THE GREEN TURTLE HAMMOCK NATURE PRESERVE SCENIC OVERLOOK PAVILION 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

WHEREAS, Islamorada, Village of Islands (the "Village") owns the 10.7-acre Green Turtle Hammock Preserve ("GTH") located on Upper Matecumbe Key, which was purchased with grant assistance from the Florida Communities Trust ("FCT") for the purposes of environmental preservation and recreational development; and

WHEREAS, pursuant to the restrictive covenants set forth in the acquisition documents for GTH, FCT required that the Village develop a Management Plan for the property which includes the design and development of site improvements to support public outdoor recreation and environmental interpretation of the park; and

WHEREAS, the Village has completed the design and permitting of the remaining site improvements for the property which include the scenic overlook pavilion and associated amenities; and

WHEREAS, the Village is in need of an independent contractor to complete the construction of this remaining work; and

WHEREAS, on November 14, 2023, the Village issued Request for Proposals (RFP) 23-17 to solicit proposals from qualified firms to complete the Green Turtle Hammock Nature Preserve Scenic Overlook Pavilion Project (the "Project"); and

WHEREAS, RFP 23-17 was issued in accordance with Sec. 2-327(b) and (c)(4) of the Village's Purchasing Guidelines in the Village Code of Ordinances; and

WHEREAS, the Village received a total of two (2) proposals in response to RFP 23-17. The proposals received were from Native Construction Contracting Inc. and Persons Services Corp.; and

WHEREAS, the Village Manager established an Evaluation Committee (the "Committee") to review responsive proposals to the RFP and make a recommendation to the Village Council for the selection of a Contractor to complete the Project; and

WHEREAS, the Committee reviewed the two proposals received using the selection criteria detailed in RFP 23-17 and recommends selection of the highest-ranked proposal from Native Construction Contracting Inc. for the Project for an amount not to exceed One Million Seven Hundred-Four Thousand Five Hundred Sixty-Five Dollars and Two Cents ($1,704,565.02) to complete the Project; and

WHEREAS, the Village Council finds that approval and selection of Native Construction Contracting Inc. for the Project is in the best interest of the Village and its residents.

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

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

Section 2. **Approval of Selection**. The Village Council hereby approves the selection of Native Construction Contracting Inc. to complete the Project.

Section 3. **Authorization of Village Officials.** The Village Manager or designee and the Village Attorney are authorized to negotiate an agreement with Native Construction Contracting Inc. substantially in the form attached hereto as Exhibit "1", for an amount not to exceed One Million Seven Hundred-Four Thousand Five Hundred Sixty-Five Dollars and Two Cents ($1,704,565.02) to complete the Project.

Section 4. **Execution of Agreement.** The Village Manager is authorized to execute the Agreement with Native Construction Contracting Inc. on behalf of the Village, to execute any required documents to implement the terms and conditions of the Agreement, and to execute any extension or amendments to the Agreement, subject to approval as to form and legality by the Village Attorney.

Section 5. **Authorization of Fund Expenditures.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is hereby authorized to expend budgeted funds for the Project.

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

Remainder of the page intentionally left blank.

Motion to adopt by _____, seconded by _____.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

_____
JOSEPH B. PINDER III, MAYOR

ATTEST:

_____
MARNE MCGRATH, VILLAGE CLERK

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

_____
JOHN J. QUICK, VILLAGE ATTORNEY

AGREEMENT

THIS IS AN AGREEMENT, dated the day of , 2024, between:

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

and

Native Construction Contracting Inc.
a Florida Profit Corporation authorized to do business in the State of Florida, hereinafter "**CONTRACTOR**."

WITNESSETH:

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

Article I. PREAMBLE

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

Section 1.01 The VILLAGE is in need of an independent experienced contractor to provide services for the construction of a community two-story pavilion, parking area, and other site improvements at the Green Turtle Hammock Preserve in a timely and responsive timeframe (the "Project").

Section 1.02 On November 14, 2023, the VILLAGE issued Request for Proposals No. 23-17 for the Project, including all Exhibits and Addenda (the "RFP").

Section 1.03 On January 10, 2024, the VILLAGE received a proposal from CONTRACTOR, for completion of the Project as expressed in the RFP.

Section 1.04 The evaluation committee evaluated and ranked the proposal in accordance with the RFP and determined that CONTRACTOR was a the highest ranked, responsive and responsible proposer for the Project.

Section 1.05 On _____, 2024, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted Resolution No. 24-##-##, awarding the RFP to CONTRACTOR and authorizing the Village to negotiate and execute this Agreement with CONTRACTOR for the Project.

Form of Agreement

Section 1.06 VILLAGE and CONTRACTOR desire to enter into this Agreement for the completion of the Project in accordance with the RFP and on the schedule set forth in ARTICLE 3 entitled "TIME FOR COMPLETION".

Article II. SCOPE OF WORK

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

Section 2.02 CONTRACTOR hereby represents to VILLAGE, with full knowledge that VILLAGE is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and personnel to perform the services to be provided by CONTRACTOR for the Project pursuant to the terms of this Agreement.

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

Section 2.04 None of the work or services under this Agreement for the Project shall be subcontracted by CONTRACTOR, unless CONTRACTOR obtains prior written consent from the VILLAGE. Approved subcontractors shall be subject to each provision of this Agreement and CONTRACTOR shall be responsible and indemnify the VILLAGE for all subcontractors' acts, errors or omissions.

Article III. TIME FOR COMPLETION

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

Section 3.02 Anything to the contrary notwithstanding, minor adjustment to the Project timeline for completion approved by VILLAGE in advance, in writing, will not constitute a delay by CONTRACTOR. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONTRACTOR shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONTRACTOR.

Section 3.03 VILLAGE and CONTRACTOR recognize that time is of the essence with respect to the completion of the Project and VILLAGE would suffer financial loss if the Project is not completed within the time specified in the timeline for completion set forth in Exhibit "A" as

Form of Agreement

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

Article IV. CONTRACT PRICE, GUARANTEES AND WARRANTEES

Section 4.01 The VILLAGE hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with the Proposal attached hereto as Exhibit "A", and as directed by VILLAGE. Prices for work completed by the CONTRACTOR shall be as reflected in Exhibit "A". A total contract price hereto is referred to as Contract Price and shall not exceed **One Million Seven Hundred-Four Thousand Five Hundred Sixty-Five Dollars and Two Cents ($1,704,565.02).**

Section 4.02 The VILLAGE will make payments to CONTRACTOR for completed and proper work and in the amounts stated in Exhibit "A" in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.

Section 4.03 The CONTRACTOR shall guarantee all portions of the Project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by VILLAGE.

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

Form of Agreement

Section 4.05 The making and acceptance of the final payment shall constitute a waiver of all claims by the CONTRACTOR other than those arising from requirements of the specifications.

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

Article V. CONTRACTOR'S LIABILITY INSURANCE/BOND

Section 5.01 The CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained all insurance required under this Article and such insurance has been approved by the VILLAGE nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

Section 5.02 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the VILLAGE prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days prior written notice has been given to the VILLAGE. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

Section 5.03 Financial Ratings of the insurers must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

Section 5.04 Insurance shall be in force during the term of this Agreement. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

Section 5.05 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are as follows: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

(a) Workers' Compensation Insurance – as required by law;

(b) Comprehensive General Liability Insurance, including Premises Operation, Products and Completed Operations, Blanket Contractual Liability, Personal Injury Liability, Expanded Definition of Property Damage - $1,000,000 combined single limit;

(c) Automobile Liability Insurance - $300,000 per occurrence, $300,000 per Accident for bodily injury and $300,000 per accident for property damage; and

Form of Agreement

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

Contractor shall obtain all necessary endorsements to support these requirements.

The insurance provided by the contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Village shall be excess of, and shall not contribute to, the insurance provided by proposer.

The insurance maintained by the contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. The contractor shall pay on behalf of the Village or the Village's council members, officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the Village or the Village's council, officials, officers, agents and employees.

Section 5.06 The CONTRACTOR shall hold the VILLAGE, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of CONTRACTOR's negligent operations in completing the Project and name the VILLAGE as an additional insured under their policy.

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

Section 5.08 Bonds. If required by the VILLAGE, prior to performing any portion of the Scope of Work the CONTRACTOR shall deliver to VILLAGE the Bonds required to be provided by CONTRACTOR hereunder (the bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the CONTRACTOR shall obtain and thereafter at all times during the performance of the Scope of Work maintain a separate performance bond and labor and material payment bond for the Scope of Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by VILLAGE and executed by a surety of recognized standing with a rating of B plus or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price,

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Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be CONTRACTOR's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the CONTRACTOR shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to VILLAGE.

Article VI. PROTECTION OF PROPERTY

Section 6.01 At all times during the performance of this Agreement, the CONTRACTOR shall protect the VILLAGE's property and properties adjoining the Project site from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

Article VII. CONTRACTOR'S INDEMNIFICATION

Section 7.01 The CONTRACTOR agrees to release the VILLAGE from and against any and all liability and responsibility in connection with this Agreement and the matters contained herein. The CONTRACTOR further agrees not to sue or seek any money or damages from VILLAGE in connection with this Agreement except with respect to payment for services rendered with respect to this Agreement.

Section 7.02 The CONTRACTOR agrees to indemnify, defend and hold harmless the VILLAGE, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the VILLAGE or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions with respect to this Agreement.

Section 7.03 If a court of competent jurisdiction holds the VILLAGE liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the VILLAGE may possess. The VILLAGE specifically reserves all rights as against any and all claims that may be brought.

Section 7.04 Nothing in this Agreement shall be deemed or treated as a waiver by the VILLAGE of any immunity to which it is entitled by law, including but not limited to the VILLAGE's sovereign immunity as set forth in Section 768.28, Florida Statutes.

Article VIII. INDEPENDENT CONTRACTOR

Section 8.01 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the VILLAGE's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal

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Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the VILLAGE and the VILLAGE will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

Article IX. CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

Section 9.01 The VILLAGE may request changes that would increase, decrease or otherwise modify the Scope of Work to be provided under this Agreement as described in Article II of this Agreement. Such changes or additions to the Project must be in accordance with the provisions of the Code of Ordinances of the VILLAGE and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work to the Project. Each amendment shall at a minimum include the following information on the Project:

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

Section 9.02 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement or amendment executed by the parties hereto.

Article X. TERM AND TERMINATION

Section 10.01 This Agreement may be terminated by either party for cause, or the VILLAGE for convenience, upon ten (10) days written notice by the VILLAGE to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, the CONTRACTOR shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full Contract Price. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.

Section 10.02 This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the VILLAGE.

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Article XI. CONTRACT DOCUMENTS

Section 11.01 CONTRACTOR and VILLAGE hereby agree that the following Exhibits, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; including CONTRACTOR's Proposal in response to the RFP as set forth and incorporated into this Agreement as Exhibit "A"; the RFP as incorporated into this Agreement and all other addendums and exhibits thereto. In the event there is a conflict between the terms of the RFP, CONTRACTOR'S Proposal, and this Agreement, the terms of this Agreement shall prevail.

Article XII. MISCELLANEOUS

Section 12.01 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

Section 12.02 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of VILLAGE. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires VILLAGE approval. However, this Agreement shall run to the VILLAGE and its successors and assigns.

Section 12.03 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by VILLAGE and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by VILLAGE of any fees or expenses based upon such entries.

Section 12.04 Public Records. VILLAGE is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONTRACTOR is acting on behalf of VILLAGE pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

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

(b) Provide the public with access to such public records on the same terms and conditions that the Village 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;

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

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

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

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

Section 12.06 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

Section 12.07 E-Verify. CONTRACTOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

Section 12.08 Scrutinized Companies.

(a) CONTRACTOR certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, or its subconsultants are

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placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

(b) If this Agreement is for more than one million dollars, CONTRACTOR certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if CONTRACTOR , its affiliates, or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, its affiliates, or its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

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

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

Section 12.09 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the VILLAGE designate the following as the respective places for giving of notice:

VILLAGE: Village Manager
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

Copy To: Village Attorney
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

CONTRACTOR: Brett Ekblom/Owner
Native Construction Contracting Inc.
100 Wrenn St.
Tavernier, FL 33070
brett@nativeconstruction.com

Section 12.10 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of

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the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

Section 12.11 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

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

Section 12.13 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

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

Section 12.15 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Sixteenth Judicial Circuit Court in and for Monroe County.

Section 12.16 Extent of Agreement. This Agreement together with Contract Documents and Exhibits, attached hereto, as amended herein above represents the entire and integrated agreement between the VILLAGE and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

Section 12.17 Waiver. Failure of the VILLAGE to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

[CONTRACT DOCUMENTS FROM RFP SHALL BE INSERTED IN AGREEMENT]

Form of Agreement

[SIGNATURE PAGE TO AGREEMENT]

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

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: _____

_____, Interim Village Manager

AUTHENTICATION:

_____

Marne McGrath, Village Clerk

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

_____

John J. Quick, Village Attorney

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CONTRACTOR

WITNESS:

_____ By:_____

Print Name:_____ Print Name:_____

Title:_____

Date:_____

ATTEST:

_____

SECRETARY

STATE OF FLORIDA)
COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___ (year) by _____ (name of person making the statement) as _____ (title) of _____ (company name), who __ is personally known to me or __ has provided Florida Driver's License as identification.

_____

NOTARY PUBLIC

My Commission Expires:

Form of Agreement

Exhibit "A"

FORM OF CONTRACTOR'S PROPOSAL

Form of Agreement

Exhibit "B"

PROJECT TIMELINE

Form of Agreement

Exhibit A

Cover Letter

Brett Ekblom, Owner
Native Construction Contracting Inc.
100 Wrenn St
Tavernier, Florida 33070

January 10, 2024

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

Dear Village Clerk,

Native Construction has nearly 25 years of experience in the Keys. We have established great relationships with the various trades and artisans that are truly gifted, and critical, given the unique demands of the Keys market and atmosphere.

We propose to do the following work for Green Turtle Hammock Preserve Pavilion:

1. Mobilization
2. Demobilization
3. Survey Layout, Project Documentation, As-builts
4. Clearing and Grubbing
5. Erosion and Sedimentation Control
6. Pavilion - Option 1 (with roof as designed)
7. Pavilion - Option 2 (without roof)
8. Structural Foundation
9. Parking and Driveway
10. Sidewalk
11. Regrade Embankment/Fill
12. Landscaping

We perform various size work ranging from small concrete jobs to expansive resorts so this job fits into the company's scope of work. There will be a project manager dedicated to overseeing and expediting construction to ensure quality and timeliness in completing this job. This proposal will remain in effect for ninety (90) days.

Thank you for your time and attention. We look forward to the opportunity.

Sincerely,

Brett Ekblom
President

Company Overview

Native Construction has a full stuff including a president, a sr. project manager, four project managers, a superintendent, a foreman, an administrator, an accountant, a human resources manager and a self-preforming concrete crew. For this project our administrator will oversee all permitting required. A project manager will be assigned who will oversee any design requirements, procurement of all materials, and supervise all subcontractors. The project manager will stop by job on a daily basis. A superintendent and foreman will be assigned to oversee the concrete work and relocation of the ramp. The foreman will be onsite for duration of concrete work.

Project Examples

a) Native Construction has nearly 25 years of experience in the Keys and perform various size work ranging from small concrete jobs to expansive resorts

b) Project Examples:

   a. Village of Islands, Founders Park. Constructed Marina/Amphitheater Restrooms and Community Center.

   b. Caribbean Resort located at 117 Caroll St, Islamorada, FL 33036. Constructed a commercial outdoor pool bathroom and some slab work were built.

   c. The Moorings Resort located at 123 Beach Rd, Islamorada, FL 33036. Constructed a commercial outdoor pool bathroom, handicap chairlift, landscaping, and pool deck slab.

   d. The Islands of Islamorada Resort located at 82779 Old Hwy, Islamorada, FL 33036. Commercial .

   e. 180 Indian Mound Trail, Tavernier, FL 33070. New construction including 2800 sq. ft. residence, landscape, and hardscape. $1.4M Valuation.

   f. 82647 Old Hwy, Islamorada FL 33036. New construction including 3500 sq. ft. residence and very expansive landscape work with 6000 sq. ft. of sod. $2M

   g. Cheeca Casita located at 125 Beach Rd, Islamorada, FL 33036. New 2200 sq. ft. commercial residence, ADA ramp, and landscaping around entire site.

   h. Village of Islands, Founders Park. Constructed Marina Office ramp, slab and site work.

Project Staffing

Brett Ekblom, President
25+ years of construction experience in the Keys.

Jacquelyn Ekblom, Co-owner/Human Resources Manager
20+ years of construction experience in the Keys.

Mike Strutton, Sr. Project Manager
35+ years of construction experience. 15+ years of experience in the Keys.

Justin Erickson. Sr. Project Manager
5+ years of construction experience, 3+ years in the Keys.

Josh Bulman, Sr. Project Manager
5+ year of construction experience in the Keys.

Hannah Shisler, Project Manager
1+ years of construction experience, 1+ year in the Keys.

Joe Doorly, Project Manager
20+ years of construction experience, 5+ years in the Keys.

Roy Greer, Superintendent
7+ years of construction experience in the Keys.

John Cosgrove, Superintendent
30+ years of construction experience, 4+ year in the Keys.

Craig Hutchinson , Superintendent
30+ years of construction experience, 5+ year in the Keys.

Leonardo Rodriguez, Foreman
10+ years of construction experience in the Keys.

Jason Lawrence, Foreman
8+ years of construction experience in the Keys.

Kelley Garcia, Executive Administrator
2+ years of permit experience with the Village of Islamorada.

Contractor References

1. Lou Sena
   117 Caroll St, Caribbean Resort, Islamorada, FL 33036
   831-917-1989
   lousena@senareider.com
2. Bill Lee, Director, Distribution Operations at Florida Keys Electric Cooperative
   117 Coconut Lane, Islamorada, FL 33036
   305-522-0477
   bill602@att.net
3. Gary and Neha Baumann
   82647 Old Hwy., Islamorada FL 33036
   Gary 954-295-1305
   gbaumann@baumannlegal.com
4. Andrew Wilson (Owners Rep)
   125 Beach Rd, Islamorada, FL 33036
   954-684-7760
   andrew@bkgservice.com
5. Gus Solis
   180 Indian Mound Trail, Tavernier, FL 33070
   305-394-1374
   gus@gustoybox.com

Exhibit "D"

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA
GREEN TURTLE NATURE PRESERVE PAVILION IMPROVEMENTS BID SCHEDULE

Item	Item Description	Unit	Unit Price	Quantity	Extended Price/Subtotal
1	Mobilization	LS	$ 15,000.00	1	$ 24,846.00
2	Demobilization	LS	$ 5,000.00	1	$ 10,605.00
3	Survey Layout, Project Documentation, As-builts	LS	$	1	$ 7,575.00
4	Clearing and Grubbing	LS	$	1	$ 21,780.65
5	Erosion and Sedimentation Control	LS	$	1	$ 8,679.94
6a	Pavilion - Option 1 (with roof as designed)	LS	$	1	$ 1,357,116.80
6b	Pavilion - Option 2 (without roof)	LS	$	1	$ 1,139,815.30
7	Structural Foundation	LS	$	1	$ 126,250.00
8	Parking and Driveway	LS	$	1	$ 42,273.55
9	Sidewalk	LS	$	1	$ 46,513.53
10	Regrade Embankment/Fill	CY	$ 38.00	1,100	$ 41,800.00
11	Landscaping	LS	$	1	$ 17,124.55
Project Total - Option 1					**$ 1,704,565.02**
Project Total - Option 2					**$ 1,487,263.52**

Timeline

The Contract Time is approximately 12 months, or 365 calendar days, from the Date of Commencement to the date of Substantial Completion.

Warranty

At the completion of this project, Contractor shall execute an instrument to Owner warranting the project for (1 year) against defects in workmanship or materials utilized. The manufacturer's warranty will prevail.

Bond

Native Construction has the ability to obtain a Performance and Payment Bond for the amount of the project cost.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

EKBLOM, BRETT PETER

NATIVE CONSTRUCTION CONTRACTING INC
100 WRENN ST
TAVERNIER FL 33070

LICENSE NUMBER: CGC1506439

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

Affidavit
For Certification as a Local Business

State of Florida
County of Monroe

BEFORE ME, the undersigned authority, personally appeared Brett Ekblom (Affiant's Name), as Owner (Title) of Native Construction Contracting Inc (Name of Company), a Construction Company (Type of Entity), who after having been sworn, deposes and states:

1. My name is Brett Ekbom.
2. I am the Owner (Title) of Native Construction Contracting Inc (Name of Firm), and I have personal knowledge of the facts stated herein.
3. Native Construction (Name of Firm) seeks certification as a local business pursuant to Ordinance 2-327(e), Islamorada, Village of Islands, and RFP 19-08; and
4. Native Construction (Name of Firm) has a current Monroe County occupational license or business tax receipt, with a principal office located at 100 Wrenn St Tavernier FL 33070 (Physical Address), which is between MM 72.658 and the Miami-Dade County boundary line; and
5. The principal office has been established a minimum of 18 consecutive months prior to the date of the solicitation and operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered to the Village; and
6. A minimum of 51 percent of the labor or personnel used to perform the purchase or contract reside in the Upper Keys (MM72.658 to the Miami-Dade County boundary line) at the time of submittal; and
7. A minimum of 51 percent of the business' owners reside in the Upper Keys (MM 72.658 to the Miami-Dade County boundary line) at the time of submittal.

Affiant

Sworn to and subscribed ~~before~~ me, this 9 day of January, 2023.

Notary Public
✓ Personally known
_____ Produced identification
_____ Type of identification produced

KELLEY GARCIA
MY COMMISSION # HH 404936
EXPIRES: September 12, 2027

Village Code Section 2-237(e) ***Preference for local businesses.***

(1) Local preference shall apply for purchases of or contracts for material, supplies, equipment, improvements, or services in the following manner:

(a) Any local business shall receive a preference bonus of ten percent for purchases or contracts less than $100,000.00.

(b) Any local business shall receive a preference bonus of five percent for purchases or contracts which are $100,000.00 or more but less than $500,000.00.

(c) Any local businesses shall receive a preference bonus of two and one-half percent for purchases or contracts which are $500,000.00 or more.

(2) For purposes of this subsection, the term "local business" shall mean the following:

(a) A business with a current required Monroe County occupational license or business tax receipt, which has a principal office located within the Upper Keys (Upper Keys shall be defined as that geographical area located from the southern boundary of the village at MM 72.658 north to the Miami-Dade County boundary line); and

(b) The principal office has been established a minimum of 18 consecutive months prior to the date of the solicitation of the purchase or contract and operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered to the village; and

(c) A minimum of 51 percent of the labor or personnel used to perform the purchase or contract reside in the Upper Keys at the time of submittal; and

(d) A minimum of 51 percent of the business' owners reside in the Upper Keys at the time of submittal.

(e) Post office boxes are not verifiable and shall not be used for the purpose of establishing a physical address pursuant to this subsection.

(f) Any business seeking certification as a local business shall execute and submit to the village an affidavit, in a form provided by the village, certifying that it meets the criteria established for a determination as a local business. The affidavit shall be submitted and kept on file with the village and updated at the time of submittal of any bid or proposal.

(3) Exemption: The local preference provided for by this subsection shall not be applied where the application of the preference would conflict with federal law, state law or the conditions of any funding source for the purchase or contract.

(4) Waiver: The application of local preference to a particular purchase or contract for which the village council is the awarding authority may be waived by the village council prior to the solicitation of the purchase or contract.

(5) Notice: Both bid documents and request for proposal documents shall include notice of the local preference policy and any applicable waiver in accordance with subsection 2-237(e)(4) above.

(6) Penalties:

(a) Misrepresentation. Any vendor, contractor, or firm who fails to act in good faith and misrepresents the local preference status as determined by the village manager in any bid or proposal submitted to the village for the purchases of or contracts for materials, supplies, equipment, improvements, or services shall:

(1) Lose the privilege to submit a bid or proposal to the village for a period of up to one year from the date the misrepresentation was discovered; and

(2) Pay a penalty equal to the difference between the original purchase or contract award and the next lowest responsive, responsible bidder and pay an additional ten percent penalty based upon the original value of the purchase or contract awarded.

(b) Failure to maintain local business preference qualifications. Any vendor, contractor, or firm that fails to maintain its local preference status which resulted in the awarded contract shall be in breach of the contract and may be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract.

(c) Prior to the imposition of penalties provided for in 2-237(e)(6)(a) or (b) above, any vendor, contractor, or firm shall be entitled to notice from the village and an evidentiary hearing before the village council. Such hearing request shall be filed with the village clerk within 20 calendar days from receipt of the notice.

Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: February 13, 2024
SUBJECT: **Resolution of the Village Council of Islamorada, Florida, authorizing the reconstitution of the Ridesharing Service Selection Advisory Panel and directing readvertising of Request for Proposals 23-18 TAB 12**

Background:
Throughout FY 2022-2023 and in anticipation of renewal of an agreement with Freebee for rideshare services, for which budget funds were included in the FY 2022-2023 adopted budget and for which the Village had applied for and been awarded a Transit Development Grant from the Florida Department of Transportation (FDOT), Village staff presented items for Council consideration and approval to confirm the Council's desire to proceed with the Freebee renewal and the associated FDOT Transit Development Grant.

At a Council meeting on September 7, 2023, Village staff presented a resolution to the Village Council to approve acceptance of the FDOT Transit Development Grant to provide 50% funding for expanded Freebee Ridesharing Services that would have had the result of annual cost to the Village of $276,665.00 for expanded services. The cost of the expanded services would have been $553,330.00 annually, and the FDOT grant would have covered $276,665.00 annually, leaving $276,665.00 annually to be paid by the Village. This arrangement would have resulted in an annual cost savings over the current services of $65,839.00 for a significantly expanded level of ridesharing services.

At the September 7, 2023, Council meeting, the Council agreed not to consider the resolution to approve the FDOT Transit Development Grant, and the item was removed from the agenda. Additionally the Council agreed not to consider a resolution to approve a corresponding new agreement with Freebee, and the item was removed from the agenda. The Village Council directed that a workshop be arranged to discuss ridesharing services within the Village.

A workshop was held on October 3, 2023, beginning at 5:30 p.m. in the Founders Park Community Center. Per the minutes of that workshop, Vice Mayor Sharon Mahoney "noted her intent with the workshop was to discuss ideas to make community rideshare have zero impact, with no cost to the taxpayers." As a result of the workshop, the Village Council agreed to establish a Rideshare Services Evaluation Panel comprised of Village residents and to have the Panel draft an RFP for rideshare services, evaluate and rank proposals received in response to the RFP, and make a recommendation to the Village Council for selection.

At its meeting on November 7, 2023, the Village Council adopted Resolution 23-11-131 to establish a Rideshare Services Selection Panel. The Panel, comprised of Islamorada

residents Jim Lashley, Alina Davis, Judy Hull, Tom Raffanello, Deb Gillis, Sue Miller and Maria Hamilothoris, held its first meeting on November 14, 2023. Village staff provided a draft RFP for Panel review.

On December 1, 2023, the Village issued Request for Proposals ("RFP") 23-18, which had been finalized by the Rideshare Services Selection Panel with its input, to solicit proposals from qualified companies to provide a Village-wide on-demand ridesharing services program utilizing electric vehicles. The service hours the Panel agreed upon in the RFP were the same as the expanded service levels that would have been provided through the FDOT Transit Development Grant. The Village received proposals from four (4) firms in response to the RFP. Each proposal included two pricing options – one with no charge to riders and a second option with a $2.00 fare. The RFP submittal deadline was extended to January 16, 2024, for a total of 46 days advertised on the Village's website, on DemandStar.com, through Constant Contact email distribution, in a local newspaper and on the Village's Facebook page.

Analysis:

The proposals were reviewed and scored by the Panel in a publicly noticed meeting on January 23, 2024. A maximum of 100 points were available in the scoring system, for a total maximum score by the Committee of 600 points. It should be noted that Maria Hamilothoris opted to not score due to her not being able to review all proposals. The Committee ranked the proposals as follows according to the criteria and point system provided in the RFP:

Rank	Proposer/Firm Name	Points	Cost Proposal	Cost Rank
1	Circuit with fee	513	$ 557,940.00	5
2	Circuit without fee	493	$ 611,532.00	6
3	Slidr with fee	463	$ 470,000.00	1
4	Freebee without fee	455	$ 502,659.00	3
5	Slidr without fee	453	$ 510,000.00	4
6	Freebee with fee	398	$ 487,344.00	2
7	Qryde without fee	89	$ 1,319,617.35	8
8	Qryde with fee	89	$ 1,266,750.75	7

In their proposal, Freebee included pricing options for a recommended schedule, which was developed based on data collected over the past four years. Per Freebee, the proposed alternate schedule would provide efficiency and cost savings to the Village. According to the proposed alternate schedule, three vehicles would not always be in service at one time. The cost proposal for Freebee's recommended option without a fee is the lowest cost proposal at $463,584.00. However, the Panel did not discuss this option.

Adoption of the attached Resolution (Attachment A) would approve the ranking of the RFP 23-18 Evaluation Panel and the recommended selection of Circuit Transit Inc. ("Circuit") for the requested services with a fee. The proposed Resolution would also authorize the Village Manager and Village Attorney to negotiate and enter into an agreement with Circuit for the requested services with a fee in substantially the form of Agreement provided as an exhibit to RFP 23-18 and provided hereto as Exhibit "1" to the proposed Resolution. The proposal from Circuit is provided as Exhibit "A" to the form of Agreement. For consideration, the proposals from Slidr (Attachment C) and Freebee (Attachment D) are also attached.

Budget Impact:

Budget impact cannot be adequately determined at this time until the Council-approved services are evaluated by the Florida Department of Transportation in regard to the Transit Development Grant previously awarded for the previous arrangement with Freebee. The FDOT grant was for a three-year period. By not accepting the Grant to be effective October 1, 2023, as previously planned, the Village has lost a substantial portion of first year funding. Year 2 funding under the previous arrangement with Freebee has been awarded. To be eligible for Year 3 funding, the Village must apply by May 2024.

Staff Impact:
There is no impact on staffing levels.

Recommendation:
It is recommended that the Village Council consider the services and costs and determine to adopt the attached Resolution as written or as amended at the direction of Council.

Attachments: 1. Resolution revising Ridesharing Service Advisory Selection Panel

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ESTABLISH A RIDESHARING SERVICE ADVISORY SELECTION PANEL; PROVIDING FOR THE RE-ADVERTISING OF THE RFP; DEFINING THE PANELS DURATION, COMPOSITION, DUTIES AND RESPONSIBILITIES; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on December 1, 2023, the Village issued Request for Proposals ("RFP") 23-18 to solicit proposals from qualified proposers to provide a Village-wide on-demand ridesharing services program utilizing electric vehicles; and

WHEREAS, the Village Council established a Ridesharing Service Advisory Selection Panel (the "Panel") through adoption of Resolution 23-11-131 comprised of Islamorada residents to review and rank responsive proposals and make a recommendation to the Village Council for the selection of a service provider; and

WHEREAS, the Village Manager has rejected all proposals and finds that it is in the best interest of the Village to re-issue the RFP and establish a new Panel; and

WHEREAS, the Village Council believes it to be in the best interests of residents to delegate to the Village Manager the authority to create a Panel, to make recommendations to the Village Council as it relates to the selection of a ridesharing service provider to provide transportation within Village limits.

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

Section 1. Recitals. The above recital is true and correct and is incorporated herein by this reference.

Section 2. Re-Advertisement of RFP. The Village Manager is hereby direct to Re-Advertise the RFP.

Section 3. Delegation of Authority to Establishment of the Ridesharing Service Selection Panel. The Village Council hereby delegates to the Village Manager the authority to establishes a Panel, comprised of residents of the Village and/or staff of the Village, as the Village Manager deems appropriate to provide recommendations concerning the selection of a ridesharing service to provide ridesharing services within the limits of Islamorada.

Section 4. Meetings; Quorum; Disqualification of Members; Public Records; Sunshine Law. Meetings of the Panel shall be held as often as the Panel determines is appropriate to perform its functions as more fully discussed herein. A majority of the appointed members of the Panel shall constitute a quorum. Provided there is a quorum present, a majority of those present and voting shall be required to adopt any motion or take any action. All meetings, records, and files of the Panel shall be open and available to the public, consistent with F.S. Ch. 119, (the Public Records Law), and F.S. Ch. 286, (the Sunshine Law). The Village Clerk shall record the minutes of all meetings and provide a copy of those minutes to the Panel for approval of the minutes by an affirmative vote of the Panel during a publicly noticed meeting.

Section 5. Duties and Responsibilities.

a) The Panel shall evaluate proposals provided by qualified firms.

b) The Panel shall rank and recommend, in order of preference, firms deemed to be the most highly qualified to perform the required services.

c) The Panel shall make its recommendations regarding selection of the most qualified bidder to the Village Council.

d) The Panel shall perform any other functions as directed by the Village Manager.

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

PASSED AND ADOPTED this _____ day of _____, 2024.

Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION

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

_____
JOSEPH B. PINDER III, MAYOR

ATTEST:

_____
MARNE MCGRATH, VILLAGE CLERK

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

_____
JOHN J. QUICK, VILLAGE ATTORNEY

Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: February 13, 2024
SUBJECT: **Resolution Approving a First Amendment to Project Agreement Work Authorization No. 1 with Page Excavating, Inc. TAB 13**

Background:
Resulting from a competitive bid process conducted by the Village in 2023 to establish a library or pool of contractors to support the Wastewater Department, the Village entered into a Continuing Services Agreement ("CSA") with Page Excavating, Inc. ("Page") effective September 19, 2023. Through work authorizations entered into each fiscal year under the CSA, the Village specifies a scope of work for Page's services and a not-to-exceed amount. At its meeting on October 10, 2023, the Village Council adopted Resolution No. 23-10-119 approving Work Authorization No. 1 under the CSA for services in FY 2023-2024 for a not-to-exceed amount of $350,000.00. As of January 31, 2024, the Village has paid Page $36,965.00 for Repair and Maintenance costs associated with the wastewater system and $292,140.00 for Infrastructure capital project costs associated with the wastewater system. The total of payments to Page as of January 31, 2024, for FY 2023-2024 is $329,105.00 leaving $20,895.00 remaining on the original not-to-exceed amount of $350,000.00. The Village continues to utilize Page to remove and replace vents and check valves, to reset and replace concrete vacuum pit rings, and to install new vacuum pits and laterals. Separately in FY 2023-2024, the Village Council approved an agreement with Page to do repair work on the PYH Marina's fire suppression system for a cost not-to-exceed $21,000.00. This project was not related to the wastewater system work.

Analysis:
The attached Resolution would approve a First Amendment to Work Authorization No. 1. Exhibit "1" to the First Amendment to Work Authorization No. 1 provides a listing of additional work needed to be performed in FY 2023-2024 through September 30, 2024, and an estimate of the cost of those services. The First Amendment would add an additional $343,000.00 to the not-to-exceed amount in Work Authorization No. 1 with Page of $350,000.00, for a fiscal year total of $693,000.00.

Budget Impact:
The purchases / payments would be recorded in the Wastewater Enterprise Fund's Capital Outlay – Infrastructure account or in the Repair and Maintenance Repair and Maintenance account, as appropriate. The original FY 2023-2024 Wastewater Enterprise Fund budget included $350,000.00 for wastewater infrastructure capital projects and $510,000.00 for repairs and maintenance. At the end of the year, infrastructure capital project expenses are capitalized as assets of the Village-wide wastewater collection and transmission system. A

final budget amendment will be presented to the Village Council at fiscal year-end, as needed. Wastewater rates are the funding source for Page's services pending confirmation of grant funds available from the U. S. Army Corps of Engineers through the Florida Keys Water Quality Improvement Program where reimbursement is at 65% of total invoices or grant funds available from the Florida Department of Environmental Protection's Stewardship Act Grant program where reimbursement is at 100% of total invoices. The Finance Department will evaluate these fundings sources as they are available.

Staff Impact:
Village Wastewater staff will oversee the completion of the work and request services as needed.

Recommendation:
It is recommended that the Village Council adopt the attached Resolution, thereby approving a First Amendment to Work Authorization No. 1 Between Page and the Village.

Attachments:
1. Resolution
2. Exhibit "A"
3. Exhibit "1"

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A FIRST AMENDMENT TO WORK AUTHORIZATION NO. 1 BETWEEN PAGE EXCAVATING, INC. AND ISLAMORADA, VILLAGE OF ISLANDS, INCREASING THE NOT-TO-EXCEED AMOUNT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE FIRST AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, at its meeting on October 10, 2023, the Village Council of Islamorada, Village of Islands, (the "Village Council") adopted Resolution No. 23-10-119 approving Work Authorization No. 1 with Page Excavating, Inc. ("Page") to provide Wastewater Construction, Installation, and Repair Services to the Village's Wastewater Department for a not-to-exceed fee of Three Hundred Fifty Thousand and no/100 Dollars ($350,000.00); and

WHEREAS, the Wastewater Department has identified additional work needed through September 30, 2024, at an increased cost of Three Hundred Forty-three Thousand and no/100 Dollars ($343,000.00) bringing the total not-to-exceed amount to Six Hundred Ninety-three Thousand and no/100 Dollars ($693,000.00); and

WHEREAS, the Village Council finds that approval of the First Amendment to Work Authorization No. 1 attached as Exhibit "A" with Page is in the best interest of the Village.

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

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

Section 2. Approval of First Amendment. The Village Council hereby approves the First Amendment to Work Authorization No. 1 between Page and the Village for provision of services through September 30, 2024, and increasing the not-to-exceed amount to Six Hundred Ninety-three Thousand and no/100 Dollars ($693,000.00).

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 First Amendment.

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

Section 5. Execution of Amendment. The Village Manager is authorized to execute the First Amendment to Work Authorization No. 1 on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Amendment and to execute any extensions and/or amendments to the Amendment, subject to the approval as to form and legality by the Village Attorney.

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

Motion to adopt by _____, second by _____.

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

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilman Mark Gregg _____

Councilwoman Elizabeth Joliin _____

Councilman Henry Rosenthal _____

PASSED AND ADOPTED this ____ day of _____, 2024.

_____
JOSEPH B PINDER III, MAYOR

ATTEST:

_____
MARNE MCGRATH, VILLAGE CLERK

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

_____
JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

EXHIBIT A

FIRST AMENDMENT TO
PROJECT AGREEMENT
WORK AUTHORIZATION NO. 1
Between
ISLAMORADA, VILLAGE OF ISLANDS
And
PAGE EXCAVATING, INC.

This First Amendment to Project Agreement Work Authorization No. 1 under a Continuing Services Agreement (the "First Amendment") is made and entered into this _____ day of _____, 2024, between Islamorada, Village of Islands ("VILLAGE") and Page Excavating, Inc. ("CONSULTANT").

WHEREAS, the VILLAGE and CONSULTANT entered into a Continuing Services Agreement ("CSA") for professional services dated September 19, 2023; and

WHEREAS, the VILLAGE and CONSULTANT entered into Project Agreement No. 1 under the CSA for Wastewater Support Services with a not-to-exceed amount of Three Hundred Fifty Thousand and no/100 Dollars ($350,000.00) and a termination date of September 30, 2024; and

WHEREAS, the VILLAGE and CONSULTANT desire to enter into this First Amendment to amend the Scope of Services and increase the not-to-exceed amount of Project Agreement Work Authorization No. 1 by Three Hundred Forty-three Thousand and no/100 Dollars ($343,000.00) to a total not-to-exceed amount of Six Hundred Ninety-three Thousand and no/100 Dollars ($693,000.00).

NOW THEREFORE, in consideration of mutual promises, covenants and contracts stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, VILLAGE and CONSULTANT hereby agree as follows:

Section 1. Scope of Services

1.1 The CONSULTANT shall provide additional services to the VILLAGE for the Project as described in the additional "Scope of Services" attached as Exhibit "1."

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

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement between the VILLAGE and CONSULTANT, dated September 19, 2023, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

***

Section 2. Amendment to Project Agreement. The Project Agreement is amended to read as follows:

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Lump Sum Compensation. VILLAGE agrees to pay CONSULTANT an amount not to exceed **Six Hundred Ninety-three Thousand and no/100 Dollars ($693,000.00)** as compensation for providing wastewater support services, including installing the poly check valves in the low-pressure force main, concrete repair work around vacuum pit lids, new vacuum pit and lateral connection installations, and other services listed on Exhibit "1," attached hereto and made a part hereof. It is understood that the method of compensation is that of lump sum which means that CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said lump sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

***

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

(This Space is Intentionally Left Blank.)

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

Attest:

ISLAMORADA, VILLAGE OF ISLANDS

_____
Marne McGrath, Village Clerk

By:_____
Kimberly Matthews, Interim Village Manager

Date:_____

Approved as to Form and Legality
for the Use and Benefit of Islamorada,
Village of Islands only

_____
John J. Quick, Village Attorney

CONSULTANT

PAGE EXCAVATING, INC.

By:_____

Print Name:_____

Title:_____

The _____ day of _____,
2024.

EXHIBIT 1

Estimate

Page Excavating
88005 Overseas Hwy #10-237
Islamorada, FL 33036
Office Phone: (305) 481-4898
page_excavating@yahoo.com

Estimate Number: E240129427
Estimate Date: 01/29/2024
Payment Terms: Due On Receipt
Estimate Amount: 343,000.00
Created By: Mark Page

Billing Address
Islamorada Village Of Islands
Islamorada, FL 33036

Shipping Address
Islamorada Village Of Islands

Item #	Item Name	Quantity	Unit Price	Taxable	Total
9124	Infiltration Of Main Lines, Lift Stations, And Vacuum Pits Price is based on 32 weeks price is an average price	32.00	2,000.00		64,000.00
9128	Install New Vacuum Pits Price is based on five pits per 32 week period	5.00	11,000.00		55,000.00
9126	Relocation Of Vents And Extensions Of Sewer Laterals Price is based on 32 weeks at a $2500 average	32.00	2,500.00		80,000.00
9127	Concrete Repair Five Per Week Price is for five Concrete a week for 32 weeks	160.00	900.00		144,000.00

Subtotal: $ 343,000.00
Estimate Amount **$ 343,000.00**

Council Communication

To: Mayor and Village Council
From: John Quick, Interim Village Attorney
Date: February 13, 2024
SUBJECT: **Ordinance Amending the Village Code to Create Section 2-33 "Reimbursement of Legal Expense in Defense of Officials" - Second Reading - TAB 14**

Background:
At its meeting on December 12, 2023, the Village Council directed the Village Attorney to draft appropriate legislation needed to allow for reimbursement of legal expenses in defense of Village officials, including members of the Village Council, the Village Manager, and department directors. At its January 11, 2024 meeting, the ordinance was passed on first reading.

A Business Impact Estimate has been prepared in accordance with section 166.041(4), Florida Statutes.

Analysis:
The attached Ordinance presented for second reading adds a section to Chapter 2 of the Village's Code of Ordinances regarding Administration entitled, "Sec. 2-33. Reimbursement of Legal Expenses in Defense of Officials." This new Code section allows for the use of Village funds to reimburse members of the Village Council, the Village Manager and other Village department directors for any legal expense incurred in defense of actions or proceedings where the Official is determined not to be liable for the actions taken. Village Officials must submit a written request for provision of legal defense to the Village Manager within ten (10) calendar days after the disposition of the related proceeding. If the Village Manager is requesting legal defense, then the request must be submitted to the Mayor. "A Request shall include the name, address, resume, and hourly rate of Counsel, and a copy of the complaint, notice, charge, summons, process or other initiating pleading, the response and the final disposition of the complaint." The Village Council shall approve or deny the Request at the next Village Council meeting.

Budget Impact:
The financial impact to the Village would vary depending on the cost of legal defense requested.

Staff Impact:
There would be no impact to staffing levels as a result of this Ordinance.

Recommendation:
Staff recommends approval on Second Reading.

Attachments:
1. 47V492904-Ordinance regarding reimbursement of Defense of Officials for second reading
2. 4821899-Business impact estimate re reimbursement of legal fees in defense of officials

ORDINANCE NO.____

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING THE VILLAGE CODE BY AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE II "OFFICERS AND EMPLOYEES," DIVISION 1 "GENERALLY" BY CREATING SECTION 2-33 "REIMBURSEMENT OF LEGAL EXPENSE IN DEFENSE OF OFFICIALS"; PROVIDING FOR THE REIMBURSEMENT OF DEFENSE OF OFFICIALS; DEFINITIONS; REQUEST AND APPROVAL; AUTHORIZATION; RESERVATION OF RIGHTS AND IMMUNITIES; APPLICABILITY; MALICIOUS, FRIVOLOUS OR GROUNDLESS ALLEGATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR EFFECTIVE DATE.

WHEREAS, the Village Council finds that in order to encourage qualified persons to serve the Village it is necessary to protect such persons from certain legal expenses incurred in protecting themselves from allegations of violating ethics standards and guidelines, while acting in the course and scope of their service to the Village; and

WHEREAS, the Village Council finds that the adoption of this Ordinance is in the best interest of the Village.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE VILLAGE COUNCIL OF ISLAMORADA, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the above stated recitals is hereby adopted and confirmed.

Section 2. Village Code Amended. That Chapter 2 "Administration," Article II "Officers and Employees," Division 1 "Generally" of the Village Code of Islamorada, Village of Islands, Florida, is hereby amended by creating Section 2-33 "Reimbursement of Legal Expenses in Defense of Officials" to read as follows:

Additional text is shown as underlined;	deleted text is shown as ~~strikethrough~~

Chapter 2 – ADMINISTATION.

ARTICLE II. - Officers and Employees.

DIVISION 1. - Generally.

Sec. 2-33. Reimbursement of Legal Expenses in Defense of Officials.

(a) *Definitions.* When used in this section, the following words shall mean as indicated:

1. The term *"Official"* shall mean solely the following: the Mayor, all members of the Village Council, the Village Manager, the Village Clerk, the Village Attorney, the Finance Director, the Public Works Director, the Building Official, and all Village department heads.

2. The term *"Village Funds"* shall mean only such funds appropriated for expenditure by the Village Council for the purposes of this section, not otherwise prohibited by law.

3. The term *"Counsel"* shall mean the attorney independently selected by the Official for the purpose of defending the Official in actions or proceedings in accordance with this section. Counsel shall be licensed to practice law in Florida, in good standing with the Florida Bar, experienced in ethics defense, and otherwise adequately qualified for the purpose of such representation.

4. The term *"Legal Expenses"* shall mean reasonable attorney's fees and necessary defense expenses directly incurred in defending an Official in accordance with this section.

5. The term *"Legal Defense"* shall mean the services provided by Counsel in defending an Official in accordance with this section.

(b) *Defense of Officials.* The village council shall reimburse any Official for his/her Legal Expenses incurred in successfully defending any criminal, civil, ethics, and/or administrative legal action brought against the Official for any action taken by the Official while acting within the scope of his/her duties and responsibilities. This provision includes instances when such Official is charged with a violation of any provision of the Code of Ethics for Public Officers and Employees, Part III, Chapter 112, Florida Statutes, or any applicable Village ethics ordinances. The provision of Legal Defense is limited to the payment of Legal Expenses to Counsel for the purpose of defending actions or proceedings in accordance with the provisions of this section. This section shall not apply to any action brought or initiated by the Village against an Official.

(c) *Request and Approval.* A written request for the provision of Legal Defense ("Request") shall be submitted by the Official and reviewed in accordance with the following procedure:

1. A Request shall be submitted to and reviewed by the Village Manager except where the Village Manager submits a Request on his or her personal behalf; in which event, the Mayor shall review such Request;

2. A Request shall be submitted within ten (10) calendar days after the disposition of any proceeding which is the subject of subsection (b) hereof;

3. A Request shall include the name, address, resume, and hourly rate of Counsel, and a copy of the complaint, notice, charge, summons, process or other initiating pleading, the response and the final disposition of the complaint;

4. The village council shall approve or deny the Request at the next regular village council meeting after receipt of the Request, subject to notice requirements and agenda availability. The approval or denial is subject to the Village Attorney's concurrence that said Request is consistent with the requirements of this section.

(d) *Authorization.* Such reimbursement shall be authorized by the village council only at such time as it is finally determined in the litigation that the Official (if he/she is still serving as such) is not liable for his/her actions taken within the scope of his/her duties and responsibilities as an Official. However, in no event shall such reimbursement be paid to a person under any of the following circumstances:

1. Conviction by a jury of any crime, irrespective of whether adjudication of guilt is withheld by the court;

2. A finding by the Commission on Ethics that the Official violated any applicable ethics provision;

3. A plea of guilty or nolo contendere has been entered in the Official's behalf, irrespective of whether adjudication of guilt is withheld by the court; or

4. A court stipulation has been entered into by the Official wherein the Official agrees to dispose of the charges by compromise rather than by adjudication of the merits of the issues by a court, jury or other adjudicatory body.

(e) *Reservations of rights and immunities.* The provision of the Legal Defense of an Official as provided in subsection (b), including those acts for which the defense may be provided and the extent of Village Funds which may be expended, shall be solely within the discretion of the Village.

1. The Village reserves unto itself the right to deny approval of the Request if it is determined by the village council to be beyond the scope of this section or inconsistent with the purposes of this section;

2. The Village reserves unto itself the right to deny the Request where the Official has failed to select qualified Counsel, or where the proposed fee schedule is deemed unreasonable;

3. The Village reserves unto itself the right to deny approval of the Request where such Official fails to cooperate in the defense of such action or proceeding;

4. The Official shall reimburse the Village for any and all Village Funds expended for payment of Legal Expenses where it is later determined that the alleged act or omission was taken outside the course or scope of the employment or duties of the Official, or where such Official was adjudicated guilty of the alleged violation. The Village reserves unto itself the right to seek reimbursement and/or recovery from an Official of all Village Funds expended for payment of Legal Expenses in accordance with this section where it is later determined that the alleged act or omission was taken outside the course or scope of the employment or duties of the Official, or where such Official was adjudicated guilty of the alleged violation;

5. Nothing in this section shall authorize the Village to provide for the Legal Defense of an Official where the alleged act or omission was taken outside the course or scope of employment or duties of the Official, or where the Official has acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property;

6. Nothing in this section shall authorize the Village to provide for the Legal Defense of an Official where it is alleged that said Official failed to comply with applicable financial and gift disclosure requirements mandated by Chapter 112, Florida Statutes, or any applicable Village ethics ordinances concerning financial and gift disclosure.

7. Nothing in this section shall be construed as a waiver by the Village or any Official of any claim of immunity, including sovereign immunity, applicable to any action;

(f) *Declared Village Purpose.* It is hereby declared that all such expenditures of Legal Expenses when made from Village Funds pursuant to this section shall be for a valid Village and public purpose within the meaning of article VII, section 10 of the Florida Constitution of 1968.

(g) *Applicability.* The provisions of this section shall apply to all actions and proceedings pending upon or instituted after the effective date of this section. As used herein, an action shall be construed to be pending where the action has not been tried, or if tried where the judgment has not become final by reason of the completion of any appellate proceedings.

(h) *Malicious, Frivolous or Groundless Allegations.* In accordance with Section 112.317(7), Fla. Stat., where it is determined that the complaining party filed a frivolous or groundless complaint, or filed a complaint with malicious intent to injure the reputation of the Official by filing the complaint with knowledge that the complaint contains one or more false allegations or with reckless disregard for whether the complaint contains false allegations of fact material to a violation, the Village may seek recovery of Legal Expenses incurred by the Village from the complaining party in the name of the Official, or as subrogee of the Official.

Section 3. Repeal of Conflicting Provisions. The provisions of the Village Code and all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 4. Severability. The provisions of this Ordinance are declared to be severable and if any sentence, section, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sentences, sections, clauses or phrases of the Ordinance but they shall remain in effect it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Inclusion in the Code. It is the intention of the Village Council, and it is hereby ordained the provisions of this Ordinance shall become and be made part of the Village Code, that sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 6. Effective Date. This Ordinance shall be effective immediately upon adoption.

[Remainder of this page intentionally left blank]

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

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

PASSED on the first reading this _day of _____, 2024.

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

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

PASSED AND ADOPTED on the second reading this __day of _____, 2024.

_____
JOSEPH B. PINDER, III, MAYOR

ATTEST:

_____
MARNE MCGRATH, VILLAGE CLERK

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

_____

JOHN J. QUICK, VILLAGE ATTORNEY

BUSINESS IMPACT ESTIMATE[1]

Meeting Date: February 13, 2024

Proposed Ordinance Title/Reference

Ordinance Amending the Village Code to Create Section 2-33 "Reimbursement of Legal Expense in Defense of Officials"

Summary of Proposed Ordinance and Statement of Public Purpose to be Served

Pursuant to Section 1-3 of the Village Code, the Village adopted the provisions of the Monroe County code as it existed on December 31, 1997 so long as they haven't been repealed, superseded, etc.

Section 2-26 of the Monroe County Code as it existed on December 31, 1997 provides for the reimbursement of the successful defense by a Councilmember in civil and criminal proceedings in certain instances. The proposed ordinance would expand that provision to include the successful defense of ethics and administrative proceedings in certain instances. In addition, the proposed ordinance sets forth the procedure by which a request for fees would be made and considered. Moreover, the proposed ordinance expands the provision to charter officers and department heads.

Estimate of Direct Economic Impact on Private/For Profit Businesses

a. Estimate of Direct Business Compliance Costs:

A change to the reimbursement of legal expenses for the successful defense of actions taken in a Village capacity is not intended to impact any business in the Village.

b. New Charges/Fees on Businesses Impacted:

A change to the reimbursement of legal expenses for the successful defense of actions taken in a Village capacity is not intended to impact any charges/fees on businesses in the Village.

c. Estimate of Regulatory Costs:

A change to the reimbursement of legal expenses for the successful defense of actions taken in a Village capacity is not intended to impact any regulatory costs.

Good Faith Estimate of Number of Businesses Likely Impacted:

None, as this code change will only apply to members of the Village Council and certain employees.

Any Additional Information:

The proposed ordinance is generally applicable and, therefore, the proposed ordinance does not affect only businesses.

[1] Business Impact Estimate does not apply to the following:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances related to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract/agreement;
5. Emergency ordinances;
6. Ordinances relating to procurement;
7. Ordinances enacted to implement the following:
    a. Part II of Chapter 163, F.S.;
    b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
    c. Sec. 553.73, F.S. (Fla. Building Code);
    d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).

Council Communication

To: Mayor and Village Council
From: Jennifer DeBoisbriand , Planning Director, John Quick, Interim Village Attorney, Maria Bassett, Finance Director
Date: February 13, 2024
SUBJECT: **Ordinance Amending Section 22-64 First Time Home Buyer Down Payment - Second Reading - TAB 15**

Background:
Ordinance 16-06 creating a First Time Homebuyer Down Payment Assistance Program was approved on second reading by the Village Council at its meeting on April 7, 2016. The Program provides assistance to individuals of very low, low, and moderate income levels by providing no-interest down payment loans in the amount of $10,000.00. Ordinance 17-01 amended the First Time Homebuyer Down Payment Assistance Program by eliminating a requirement that all residential dwelling units purchased with funding from the Program shall pass a Housing Quality Standard inspection as published by the U. S. Department of Housing and Urban Development.

If a loan recipient sells their home before ten (10) years, then they are required to pay back to the Village a pro-rated amount of the loan based on the time the property was owned. For instance, if a recipient sells their home after owning it for five (5) years, then they must pay back $5,000.00 to the Village. Additionally, recipients are currently required to pay 10% of the original loan amount (currently $10,000.00) back to the Village upon sale of the home regardless of how long they own the home, even if ownership is for greater than ten (10) years. The intent of this requirement was that this was a way for the recipients to give back to the Program and assist future homebuyers.

Since the Program's inception, the Village has issued 19 First Time Homebuyer Down Payment Assistance Loans. Three of the loan recipients sold their homes before ten (10) years and repaid a pro-rated portion back to the Village.

Analysis:
The requirement that loan recipients pay 10% of the original loan amount back to the Village regardless of how long the home is owned, creates a second mortgage on the property. In some instances, prospective homebuyers have lost or had to turn down other lending offers because the Village's down payment assistance loan and/or the conditions resulted in an interest rate increase. The down payment assistance loan remains as a lien on the property even after ten (10) years of ownership.

The attached Ordinance presented for second reading would eliminate the requirement that 10% of the original loan amount be paid back to the Village after ten (10) years of ownership. The requirement would be eliminated retroactively for all recipients of the loans to

date. At the ten-year ownership mark, the Village would issue and record a release of lien so that the first time homebuyers loan no longer shows as a liability on the property. Eliminating the payback requirement after ten (10) years of ownership presents less of an administrative burden for the Village as well.

At its meeting on January 11, 2024, the Village Council voted unanimously to approve this amendment on first reading.

At its meeting on January 16, 2024 the Workforce/Affordable Housing Committee voted unanimously to recommend approval of the amendment to this ordinance.

Budget Impact:
The Budget Impact would be minimal as the Village would not receive any funds back from loan recipients who sell their homes after ten (10) years.

Staff Impact:
There is no impact to staffing levels as a result of this Ordinance change.

Recommendation:
Staff recommends approval on second reading.

Attachments:
1. BIE_Amend FTHB DPA_021324 RVCM 2d Read
2. 2nd Reading - First Time Homebuyer

BUSINESS IMPACT ESTIMATE[1]

Meeting Date: February 13, 2024

Proposed Ordinance Title/Reference

Ordinance to amend terms of the First Time Homebuyers Down Payment Assistance Program.

Summary of Proposed Ordinance and Statement of Public Purpose to be Served

The proposed ordinance amendment would revise the terms of the First Time Homebuyers Down Payment Assistance Program so that recipients would no longer have to pay $1,000.00 back to the Village after 10 years of ownership. This condition has impacted applicants negatively on other main financing they try to obtain to purchase a residence through imposition of higher interest rates or denial of main financing.

Estimate of Direct Economic Impact on Private/For Profit Businesses

a. Estimate of Direct Business Compliance Costs:

Amending the First Time Homebuyers Down Payment Assistance Program ordinance and eliminating the requirement that applicants repay $1,000.00 to the Village is not intended to impact any business in the Village.

b. New Charges/Fees on Businesses Impacted:

Amending the First Time Homebuyers Down Payment Assistance Program ordinance and eliminating the requirement that applicants repay $1,000.00 to the Village is not intended to impact any business in the Village.

c. Estimate of Regulatory Costs:

Amending the First Time Homebuyers Down Payment Assistance Program ordinance and eliminating the requirement that applicants repay $1,000.00 to the Village is not intended to impact any regulatory costs as any costs involved are already incorporated in other budgeted items.

Good Faith Estimate of Number of Businesses Likely Impacted:

None, as the First Time Homebuyers Down Payment Assistance Program is only used to help purchase residential properties.

Any Additional Information:

None.

[1] Business Impact Estimate does not apply to the following:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances related to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract/agreement;
5. Emergency ordinances;
6. Ordinances relating to procurement;
7. Ordinances enacted to implement the following:
    a. Part II of Chapter 163, F.S.;
    b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
    c. Sec. 553.73, F.S. (Fla. Building Code);
    d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).

ORDINANCE NO. ___

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 22 "HOUSING", ARTICLE III "FIRST TIME HOME BUYER DOWN PAYMENT", AMENDING SECTION 22-64; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE FLORIDA DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE FLORIDA DEPARTMENT OF COMMERCE

WHEREAS, Chapter 166, Florida Statutes, authorizes municipalities to have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law; and; and

WHEREAS, the Village first time home buyer down payment loan was established by Ordinance 16-06 and amended by Ordinance 17-01; and

WHEREAS, the Village Council desires to amend existing provisions under Article III, "First Time Homebuyer Downpayment Assistance Program" of Chapter 22 of the Village Code relating to provisions governing the repayment of certain monies; and

WHEREAS, specifically, the Village Council desires to amend Section 22-64, "Down Payment Loans", of the Village Code to provide for more flexibility for borrowers in good standing after the passage of ten (10) years from the date of the loan; and

WHEREAS, amending the chapter to eliminate the need for loan repayment at or after the ten-year duration is in the best interest of the Village and program participants; and

WHEREAS, after due notice and hearing, the Village Council finds that this Ordinance is consistent with the Village Comprehensive Plan and the Principles for Guiding Development in the Florida Keys Area of Critical State Concern; and

WHEREAS, the Village Council finds that the provisions of this Ordinance are intended to advance the public health, safety, and welfare of the residents of the Village.

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

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

Section 2. Amendments to the Code.

Sec 22-64 of the Village Code, titled "Down Payment Loans" is hereby *amended* as follows:

Chapter 22 – HOUSING.

Article III – First Time Homebuyer Downpayment Assistance Program.

Section 22-64 – Down Payment Loans.

(a) The maximum down payment loan an applicant is eligible for under this program is $10,000.00.

(b) An applicant receiving assistance under this program shall occupy the property as their primary residence as evidenced by having filed and maintained a homestead exemption on the property with the Monroe County Property Appraiser's office.

(c) The assistance provided under this program shall be evidenced by and secured in the form of a subordinate mortgage on the subject property, which at closing shall be recorded in the official records of Monroe County, Florida, at the expense of the applicant. The assistance provided is a deferred payment loan at zero percent interest. In the event of default of any of the provisions of this program, the loan shall be repaid in full to the village.

(d) For each full year in the program during which the applicant continues to occupy the dwelling unit as their primary homesteaded residence, the balance of the loan shall be reduced in increments of ten percent per year for ten years. ~~a maximum reduction of up to 90 percent of the total loan amount.~~ After the ten-year duration of the loan, the subordinate mortgage shall be deemed satisfied and the village shall release the lien on the property. ~~remain on the property until such time that the property is sold.~~ If the property is sold prior to completion of the ten-year duration, ~~U~~upon the sale of the property, the applicant shall repay the village the sum of ten percent of the original loan amount multiplied by each year remaining of the ten-year duration. Upon payment of such amount, ~~at which time~~ the village shall deem the subordinate mortgage satisfied and the village shall release the lien on the property.

Section 3. Repeal of Conflicting Provisions. The Provisions of the Village of Islamorada Code and all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 4. Severability. The provisions of this Ordinance are declared to be severable and if any sentence, section, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sentences, sections, clauses or phrases of the Ordinance but they shall remain in effect it being

the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Inclusion in the Code. It is the intention of the Village Council and it is hereby ordained the provisions of this Ordinance shall become and be made part of the Village of Islamorada Code, that sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 6. Effective Date. This Ordinance shall be effective immediately upon adoption.

[Remainder of this page intentionally left blank]

The foregoing Ordinance was offered by Councilmember Elizabeth Jolin, who moved to approve on first reading. This motion was seconded by Councilmember Mark Gregg, and upon being put to a vote, the vote was as follows:

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

PASSED on the first reading this 11th day of January 2024.

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

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

PASSED AND ADOPTED on the second reading this _____day of _____, 2024.

_____
JOSEPH B. PINDER, III, MAYOR

ATTEST:

_____
MARNE MCGRATH, VILLAGE CLERK

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

_____
JOHN J. QUICK, VILLAGE ATTORNEY

Council Communication

To: Mayor and Village Council
From: John Quick, Interim Village Attorney
Date: February 13, 2024
SUBJECT: **Ordinance Amending Section 2-121, Appeals of Code Enforcement Orders - First Reading - TAB 16**

Background:
Section 2-121(c) of the Village Code indicates that the Village Clerk may prepare the appellate record for appeals of code enforcement orders to the Circuit Court. The Florida Rules of Appellate Procedure provide directions as to who is responsible for the preparation of the appeallate record depending on the type of appeal involved.

Analysis:
The Village Code cannot circumvent or otherwise supersede the Florida Rules of Appellate Procedure which are established by the Florida Supreme Court. As a result, this proposed code amendment would make it clear that the appellate record for any code appeal would be governed by the Appellate Rules.

Budget Impact:
N/A.

Staff Impact:
N/A

Recommendation:
Staff recommends adoption of the attached ordinance.

Attachments: 1. 4821919-Ordinance amending code re prepration of record in code enforcement appeals

ORDINANCE NO.____

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING THE VILLAGE CODE BY AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE III "CODE COMPLIANCE," DIVISION 2 "ADMINSTRATION AND ENFORCEMENT", SECTION 2-121 "APPEALS OF ORDER"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village Council finds that it is necessary to clarify the Village Code's compliance with the Florida Rules of Appellate Procedure for the preparation and transmittal of the official record in an appeal of a code enforcement proceeding to the Circuit Court; and

WHEREAS, the Florida Rules of Appellate Procedure govern the preparation and transmittal of an official record on appeal; and

WHEREAS, the Village Code cannot supersede the Florida Rules of Appellate Procedure on matters related to the preparation and transmittal of an official record on appeal; and

WHEREAS, the Village Council finds that the adoption of this Ordinance is in the best interest of the Village.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE VILLAGE COUNCIL OF ISLAMORADA, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the above stated recitals is hereby adopted and confirmed.

Section 2. Village Code Amended. That Chapter 2 "Administration," Article III "Code Compliance," Division 2 "Administration and Enforcement", Section 2-121 "Appeals Of Order" of the Village Code of Islamorada, Village of Islands, Florida, is hereby amended to read as follows:

Additional text is shown as underlined;	deleted text is shown as ~~strikethrough~~

Chapter 2 – ADMINISTATION.

ARTICLE III. – Code Compliance.

DIVISION 2. - Administration and Enforcement.

Sec. 2-121. Appeals Of Order.

(a) An aggrieved party, including the village, may appeal a final order of a code compliance hearing officer to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the code compliance hearing officer. An appeal shall be filed within 30 calendar days of the issuance of the order sought to be overturned. Failure to make such appeal within the prescribed 30-day period shall render the findings of the code compliance hearing officer conclusive, binding and final.

(b) Unless the findings of the code compliance hearing officer are overturned in a proceeding held pursuant to subsection (a) of this section, the findings of the code compliance hearing officer shall be admissible in any proceeding to foreclose on any lien, collect unpaid fines or notices of assessment.

(c) For purposes of an appeal, ~~the village clerk shall make available, for public inspection and copying,~~ the record upon which each final order of a code compliance hearing officer is based shall be prepared and transmitted to the circuit court in accordance with the Florida Rules of Appellate Procedure. Should the village be required to prepare and transmit the record on appeal, ~~T~~the village clerk shall ~~make~~ charge a reasonable ~~charge~~fee to the appellant/petitioner, commensurate with the cost for the preparation of the official record on appeal,

~~and~~ transmittal thereof to the circuit court, and for making certified copies of any record or portion thereof.

Section 3. Repeal of Conflicting Provisions. The provisions of the Village Code and all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 4. Severability. The provisions of this Ordinance are declared to be severable and if any sentence, section, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sentences, sections, clauses or phrases of the Ordinance but they shall remain in effect it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Inclusion in the Code. It is the intention of the Village Council, and it is hereby ordained the provisions of this Ordinance shall become and be made part of the Village Code, that sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 6. Effective Date. This Ordinance shall be effective immediately upon adoption.

[Remainder of this page intentionally left blank]

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

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

PASSED on the first reading this _day of _____, 2024.

[Remainder of this page intentionally left blank]

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

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

PASSED AND ADOPTED on the second reading this __day of _____, 2024.

_____
JOSEPH B. PINDER, III, MAYOR

ATTEST:

_____
MARNE MCGRATH, VILLAGE CLERK

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

_____
JOHN J. QUICK, VILLAGE ATTORNEY

Council Communication

To: Mayor and Village Council
From: John Quick, Interim Village Attorney
Date: February 13, 2024
SUBJECT: **Ordinance Calling for a Referendum to Revise Term Limits - First Reading - TAB 17**

Background:
At its regular meeting on September 28, 2023, a majority of the Village Council gave direction to the Village Attorney to prepare an Ordinance calling for a referendum to modify Council term limits.

During the November 7, 2023 regular Village Council meeting, the draft ordinance passed by a vote of 3-2 with the modification that the ballot question be placed on the November 5, 2024 ballot (rather than March 19, 2024 which was originally included). On November 9, 2023, during the continuation of the November 7 and 9 agenda, a motion for reconsideration of this vote was made. That motion passed by a vote of 3-2.

At its December 14, 2023 meeting, Council gave direction to the Village Attorney to prepare an Ordinance to create a ballot question proposing to remove the term “consecutive” as it relates to the eight-year term limit for Village Council Members, thus creating a cumulative timeframe.

At its January 9, 2024 meeting, Council passed Ordinance 24-02 to place the ballot question on the November election for the term limit to apply prospectively.

The Village Attorney recently became aware of an out-of-state case which could apply the proposed term limit prospectively, while also retroactively including prior time served on the Council for term limit purposes.

Analysis:
To avoid any confusion, the Village Attorney drafted this ordinance which would replace Ordinance 24-02 and place new language on the ballot to address the out-of-state case.

Budget Impact:
N/A

Staff Impact:
N/A

Recommendation:
Staff recommends approval of this ordinance.

Attachments: 1. 479662705-Ordinance calling for referendum to revise term limits (clarifying language for February RVCM)

ORDINANCE NO. ___

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CALLING FOR A REFERENDUM VOTE TO BE HELD WITH THE REGULAR VILLAGE ELECTION ON NOVEMBER 5, 2024; PROVIDING FOR SUBMISSION TO THE ELECTORS OF PROPOSED AMENDMENTS TO THE VILLAGE CHARTER PERTAINING TO TERM LIMITS; PROVIDING FOR PLACEMENT ON THE BALLOT; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR AUTHORIZATION OF VILLAGE CLERK AND FOR VILLAGE CANVASSING BOARD; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CHARTER/CONFORMITY OF AMENDMENT; REPEALING ORDINANCE NO. 24-02; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village Charter of Islamorada, Village of Islands (the "Village") provides that the term limit Council members shall be for no more than eight consecutive years; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council"), gave direction to the Village Attorney to prepare an Ordinance to create a ballot question proposing to remove the term “consecutive” as it relates to the eight year term limit for Village Councilmembers, thus creating a cumulative timeframe; and

WHEREAS, pursuant to Section 11(1) of the Charter and Section 166.031, Florida Statutes, the Village Council is authorized to provide by ordinance for the submission of proposed amendment to the Village Charter to the electorate of the Village for acceptance or rejection; and

WHEREAS, on January 9, 2024, the Village Council passed Ordinance No. 24-02 to place a charter amendment question on the November 5, 2024 ballot which proposes to amended the term of office for Councilmembers; and

WHEREAS, the Village recently became aware of an out-of-state case which could apply the proposed term limit prospectively, while also retroactively including prior time served on the Council for term limit purposes; and

WHEREAS, to avoid any confusion, the Village Council desires to clarify the language of the proposed ballot question; and

WHEREAS, the Village Council desires to submit to the electors of the Village the following proposed Charter Amendment in place of the language set forth in Ordinance No. 24-02.

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

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

Section 2. Charter Amendments. Pursuant to Section 11(1) of the Village Charter, and Section 166.031, Florida Statutes, Section 5(2) of the Village Charter of Islamorada, Village of Islands, is hereby amended to reads as follows: [1]

If Question No. 1 is approved at referendum:

[1] Deleted text is indicated by a ~~strikethrough~~ and added text is indicated by an underline.

> Section 5(2) *Term of office.* The term of office for councilmembers shall be two years. Each councilmember shall remain in office until a successor is elected and assumes the duties of the position, except as otherwise provided herein. Beginning with the 2024 Village election, ~~N~~no councilmember shall serve more than eight ~~consecutive~~ years in office.

Section 3. Election Called. A referendum vote is hereby called along with the regular Village election, to be held on November 5, 2024, to present to the electors of Islamorada, Village of Islands, the ballot question provided in Section 5 of this Ordinance.

Section 4. Balloting. That balloting shall be conducted between the hours of 7:00 a.m. and 7:00 p.m. at the regular polling places for Village elections. All qualified Village electors who are timely registered in accordance with law shall be entitled to vote. If authorized by statute and the Village Code, early voting shall be available. Vote-by-Mail shall be available.

Section 5. Form of Ballot.

(a) That the form of the Ballot Questions for the proposed Charter amendment provided for in Section 2 of this Ordinance shall be substantially as follows:

> **Question No. 1**
>
> Lifetime Term Limits for Councilmembers.
>
> The Village Charter currently provides for an eight-year consecutive term limit. It is proposed that the Village Charter be amended to provide for an eight-year lifetime term limit, whether consecutive or not, beginning with the 2024 Village election.
>
> Shall the above described Charter amendment be adopted?

Yes [ ]

No [ ]

(b) The Village Clerk and the Village Attorney are authorized to make any nonmaterial changes to the proposed text of the Ballot Question to carry out the intention of the Village Council in order to comply with applicable state law requirements pertaining to referenda found in Chapter 101, Florida Statutes.

Section 6. Notice of Election.

(a) Notice of said election shall be published in accordance with Section 100.342, Florida Statutes, in a newspaper of general circulation within the Village or on the Village's website at least thirty (30) days prior to said election, the first publication to be in the fifth week prior to the election, and the second publication to be in the third week prior to the election.

(b) The notice of election shall be in substantially the following form:

NOTICE OF SPECIAL ELECTION

PUBLIC NOTICE IS HEREBY GIVEN THAT PURSUANT TO ORDINANCE NO. _____ ADOPTED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA (THE "VILLAGE") AN ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE VILLAGE ON TUESDAY, NOVEMBER 5, 2024, BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M., AT WHICH TIME THE FOLLOWING CHARTER AMENDMENT PROPOSAL SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE VILLAGE.

Question No. 1

Lifetime Term Limits for Councilmembers.

The Village Charter currently provides for an eight-year consecutive term limit. It is proposed that the Village Charter be amended to provide for an eight-year lifetime term limit, whether consecutive or not, beginning with the 2024 Village election

Shall the above described Charter amendment be adopted?

Yes [ ]

No [ ]

The Village Clerk and the Village Attorney are authorized to make any non-material changes to the proposed text of the Ballot Question to carry out the intention of the Village Council in order to comply with applicable state law requirements pertaining to referenda found in Chapter 101, Florida Statutes.

Polling place information and the full text of the proposed Village Charter amendment are available at the Office of the Village Clerk, 86800 Overseas Highway, Islamorada, Florida 33036.

_____

Village Clerk

Section 7. Authorization of Village Clerk. The Village Clerk, with necessary assistance from the Monroe County Supervisor of Elections, is hereby authorized to take all appropriate actions necessary to carry into effect and accomplish the electoral provisions of this Ordinance.

Section 8. Village Canvassing Board. This election shall be canvassed by the Village Clerk in accordance with the provisions of Section 8(a)(7) of the Village Charter and any applicable provisions of the general election laws.

Section 9. Effectiveness. Adoption of the proposed Charter Amendment shall occur if a majority of the electors voting in the referendum vote for its adoption. The adopted Charter Amendment shall be considered adopted and effective upon certification of the election results.

Section 10. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 11. Inclusion in the Charter/Conformity of Amendment. Following adoption of the Charter Amendment, the Village Clerk shall have the Charter Amendment incorporated into the Village Charter and shall file the revised Charter with the Department of State. The Village Clerk is authorized to revise the Charter, including the provisions of the transitional provisions, to the extent necessary to ensure that all adopted amendment(s) conform to one another.

Section 12. Repeal of Prior Ordinance. Upon passage of this Ordinance, Ordinance No. 24-02 shall hereby be repealed.

Section 13. Effective Date. This Ordinance shall become effective immediately upon adoption on second reading.

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

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

PASSED on first reading this _____ day of _____, 2024.

[Remainder of the page intentionally left blank.]

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

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

PASSED AND ADOPTED on the second reading this _____ day of _____, 2024.

_____
JOSEPH B. PINDER, III, MAYOR

ATTEST:

_____
MARNE MCGRATH, VILLAGE CLERK

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

_____
JOHN J. QUICK, VILLAGE ATTORNEY

Council Communication

To: Mayor and Village Council
From:
Date: February 13, 2024
SUBJECT: **Consideration to Appoint Angel Borden to the Historic Preservation Committee TAB 18**

Background:
Angel Borden served on the Historic Preservation Committee from May 2019 until the Committee Appointment structure was changed in 2023. Ms. Borden has expressed an interest in continuing to serve as a member. There is a vacancy on the Committee.

Ms. Borden's 2021 application to the Historic Preservation Committee is attached for the Council's review.

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: 1. 2021_02_11_Application_HPC_Angel Borden

HPC
Recd 2.11.21

Islamorada, Village of Islands
86800 Overseas Highway, Islamorada, FL 3303
T: 305-664-6400, F: 305-664-6466

Citizen's Committee Application

Please be advised, Florida has a very broad public records law. This application and any attachments become public record once submitted and may be available to the public and media upon request.

Applicants must be a resident of Islamorada.

Applicant Information:

Name: B. ANGEL BORDEN
Physical Address: 86550 o/s Hwy
Mailing Address: Same
Home telephone: _____ Business telephone: 305 853 1010
Mobile telephone: 305 304 5130
Email Address: brycelynnea@gmail.com
Committee for which you are applying: HPC
Are you a resident of Islamorada, Village of Islands? YES

1. List any experience you have had participating in activities related to advisory committees and government advisory committees.

Attended committe as member of Public for 6+ years Better attendence of some committee members. Provided input at Committee & Village Council meetings. Intimately ~~KNOW~~ KNOW History of Islamorada due to family members here over 50+ years ago.

2. List education and experience in the discipline of the committee for which you are applying.

Provided Historical Tours of Islamorada ~~as~~ for over 5 years, done extensive collection of Historical Pictures & Committed to preserving the History & Uniqueness of Islamorada/Florida Keys. Still remember trips on the ~~last~~ old 7 mile bridge w/ family. Passionate for our ~~History~~ & Demonstrated at Numerous Village Meetings.

3. Please state why you would like to be considered for an appointment to the committee.

Passionate about preserving our History & disappointed in members on HPC who don't even show up for 20% of meetings over last 5 years. Believe Committee needs to be more "active" and NOT let things linger for years.

Signature: Date: 2/11/2021

Completed applications may be mailed to:
Islamorada, Village of Islands
Attn: Village Clerk
86800 Overseas Highway
Islamorada, Florida 33036

Applications may also be submitted via email or facsimile:
Facsimile: (305) 664-6466
Email: Kelly S. Toth, Village Clerk: clerk@islamorada.fl.us

Note: If desired, please include a resume and/or additional documents to supplement your information.

Council Communication

To: Mayor and Village Council
From:
Date: February 13, 2024
SUBJECT: **Motion to Approve Path Forward for Village Manager Position TAB 19**

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None

Council Communication

To: Mayor and Village Council
From: John Quick, Interim Village Attorney
Date: February 13, 2024
SUBJECT: **Motion to Adopt the Resolution Approving Third Sixty (60) Day Extension of Employee Interchange Agreement with Monroe County TAB 20**

Background:
On August 3, 2023, the Village Council approved an Employee Interchange Agreement with Monroe County whereby Bryan Cook has been loaned to the Village to serve as the Interim Village Manager. On September 28, 2023, the Village Council approved the First Amendment to the Employee Interchange Agreement with Monroe County which replaced Bryan Cook as Interim Village Manager with Ed Koconis. On November 7, 2023, the Village Council approved the Second Amendment to the Employee Interchange Agreement with Monroe County which replaced Ed Koconis as Interim Village Manager with Kimberly Matthews.

Analysis:
Section 3 of the Agreement states that "the Agreement will be reviewed periodically no later than every sixty (60) days by the Village Council to determine whether the Village wishes to renew the Agreement, and may be extended for successive terms not to exceed sixty (60) days, with the written approval of the Village Council and County Administrator." Accordingly, it is necessary for the Village Council to determine if it would like to renew the Agreement for an additional 60 days beyond March 8, 2024.

On November 7, 2023, in anticipation of the Village hiring a permanent Manager, as part of the Second Amendment to the Agreement, the Village Council approved an amendment to paragraph 9 of the Agreement to add a mutual termination provision upon 14 calendar days' notice.

Budget Impact:
Funds have been budgeted for this position.

Staff Impact:
N/A

Recommendation:
It is recommended that the Village Council approve the proposed resolution.

Attachments:

1. 47L094602-Resolution approving third renewal of employee interchange agreement for Kimberly Matthews to serve as Interim Village Manager
2. Exhibit A - Third amendment to employee interchange agreement
3. 4790425-Fully executed employee interchange agreement with County
4. 47K6709-First Amendment to Employee Interchange Agreement
5. 4815786-Fully executed Second Amendment to Employee Interchange Agreement

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A RENEWAL OF THE EMPLOYEE INTERCHANGE AGREEMENT WITH MONROE COUNTY, FLORIDA FOR AN ADDITIONAL SIXTY (60) DAYS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village"), is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statute; and

WHEREAS, Section 7(3) of the Village Charter requires that there shall be a Village Manager who will be the chief administrative officer of the Village; and

WHEREAS, at the meeting on July 27, 2023, Monroe County, Florida ("County") offered to permit its employee, Bryan Cook ("Mr. Cook"), to serve as the Village's Interim Village Manager pursuant to an Employee Interchange Agreement ("Agreement") governed by Section 112.24, *et seq.*, Florida Statutes; and

WHEREAS, at the meeting on August 3, 2023, the Village Council passed Resolution 23-08-76 which approved the Agreement and appointed Mr. Cook as Interim Village Manager; and

WHEREAS, at the meeting on September 28, 2023, the Village Council passed Resolution 23-09-111 which approved the First Amendment to the Agreement ("First Amendment") which, *inter alia*, replaced Mr. Cook as Interim Village Manager with Ed Koconis ("Mr. Koconis"); and

WHEREAS, at the meeting on November 7, 2023, the Village Council passed Resolution 23-11-122 which approved the Second Amendment to the Agreement ("Second Amendment") which, *inter alia*, replaced Mr. Koconis as Interim Village Manager with Kimberly Matthews ("Ms. Matthews") effective January 8, 2024. Resolution 23-11-122 also approved the appointment of Maria Bassett to

serve as Acting Village Manager from December 7, 2023 – January 7, 2024; and

WHEREAS, pursuant to the Second Amendment, the term of the Agreement currently runs through March 8, 2024; and

WHEREAS, Section 3 of the Agreement requires that the Agreement be reviewed no later than every sixty (60) days to determine whether the Village wishes to renew the Agreement; and

WHEREAS, the Village Council finds that renewal of the Agreement for an additional sixty (60) days is in the best interest of the Village and its residents;

WHEREAS, the Village Council approves and authorizes the sixty (60) day renewal of the Agreement commencing on March 9, 2024; and

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

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

Section 2. Approval of Agreement. The Village Council finds that a sixty (60) day renewal the Agreement, as amended, is reasonable and appropriate. Pursuant to Section 3 of the Agreement, the Village Council hereby approves a renewal of the Agreement, as amended, for an additional sixty (60) days.

Section 3. Execution of Agreement. The Mayor is authorized to execute the Third Amendment to the Agreement (attached as Exhibit "A") on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement, subject to the approval as to form and legality by the Village Attorney.

Section 4. **Effective Date**. This Resolution shall become effective immediately upon its adoption.

Motion to adopt by _____, seconded by _____.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

_____
JOSEPH B. PINDER III, MAYOR

ATTEST:

_____
MARNE MCGRATH, VILLAGE CLERK

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

_____
JOHN J. QUICK, VILLAGE ATTORNEY

THIRD AMENDMENT TO
EMPLOYEE INTERCHANGE AGREEMENT
(ISLAMORADA, VILLAGE OF ISLANDS)

THIS THIRD AMENDMENT TO EMPLOYEE INTERCHANGE AGREEMENT (hereinafter "Amendment") is made and entered by and between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL, 33040 (hereinafter "County"), and Islamorada, Village of Islands, a municipality organized under the laws of the State of Florida, whose address is 86800 Overseas Highway, Islamorada, FL 33036 (hereinafter "Village") (hereinafter, when referred to individually as "Party" or collectively as "Parties).

WITNESSETH

WHEREAS, Chapter 112, Part II, Florida Statutes, authorizes the interchange of employees between governments, including counties and municipalities; and

WHEREAS, Section 112.24, Florida Statutes, provides that the details of an employee interchange shall be the subject of an agreement between a sending agency and a receiving agency;

WHEREAS, August 6, 2023, the County and the Village entered into an Employee Interchange Agreement ("Agreement") whereby the Parties agreed that the County would assign Bryan Cook ("Cook"), Director of Employee Services for Monroe County, to the Village as receiving agency, to serve as Interim Village Manager; and

WHEREAS, on October 4, 2023, the Agreement was amended to extend the Agreement by up to an additional sixty (60) days, through December 6, 2023, and also to assign Ed Koconis to serve as the Interim Village Manager in place of Bryan Cook; and

WHEREAS, on November 16, 2023, the Agreement was amended a second time to extend the Agreement through March 8, 2024; to assign Kimberly Matthews, Senior Director of Strategic Planning & Director of Library for Monroe County, to serve in the position as Interim Village Manager beginning on January 8, 2024; and also to shorten the termination time period upon mutual agreement if a suitable replacement candidate is found to serve as Interim Village Manager or permanent Village Manager prior to expiration of the term of the Agreement as extended; and

WHEREAS, the Parties now wish to extend the Agreement for an additional time period of up to sixty (60) days while the Village is continuing its search for a Village Manager;

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the Parties agree as follows:

RECITALS

1. Pursuant to paragraph (3) of the Agreement (Term of Agreement), the term of the Employee Interchange Agreement shall be extended by an additional sixty (60) days, from March 9, 2024 to May 8, 2024.

2. Paragraph 9 of the Agreement ("Termination") remains in effect, stating that the Agreement may be terminated at any time with mutual consent of the Parties at the conclusion of fourteen (14) calendar days following delivery of an e-mail exchanged between the Village Mayor and County Administrator.

3. Senior Director Kimberly Matthews shall remain assigned to serve in the position of Interim Village Manager.

4. In all other respects, all terms and conditions set forth in the Agreement remain unchanged and in full force and effect.

5. This Amendment shall be effective upon the date last signed by the Parties below.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the dates signed below.

Approved as to form and legal sufficiency for Monroe County, only:

Cynthia L. Hall

_____

Cynthia L. Hall, Sr. Ass't County Attorney

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: _____

Roman Gastesi, County Administrator

Date:

Approved as to form and legal sufficiency for the use of the Village Council only:

_____

John J. Quick, Village Attorney

ISLAMORADA, VILLAGE OF ISLANDS

By: _____

Joseph B. Pinder, III, Mayor

Date:

Kevin Madok, CPA

Clerk of the Circuit Court & Comptroller – Monroe County, Florida

DATE: September 8, 2023

TO: Lindsey Ballard
Aide to the County Administrator

FROM: Liz Yongue, Deputy Clerk

SUBJECT: September 6, 2023 BOCC Meeting

Please see the attached item, which has been executed and added to the record:

C1 Ratified Employee Interchange Agreement with Village of Islamorada (Village) to assign Bryan Cook, Director of Employee Services, to the Village to serve as Interim Village Manager on a temporary basis; and granted authorization for the County Administrator to sign additional future documents including extensions of the Agreement beyond the initial 60-day term.

Should you have any questions please feel free to contact me at (305) 292-3550.

cc: County Attorney
Finance
File

EMPLOYEE INTERCHANGE AGREEMENT
(ISLAMORADA, VILLAGE OF ISLANDS)

THIS EMPLOYEE INTERCHANGE AGREEMENT (hereinafter "Agreement") is made and entered into this 3rd day of August 2023, by and between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL, 33040 (hereinafter "County"), and Islamorada, Village of Islands, a municipality organized under the laws of the State of Florida, whose address is 86800 Overseas Highway, Islamorada, FL 33036 (hereinafter "Village") (hereinafter, when referred to individually as "Party" or collectively as "Parties).

WITNESSETH

WHEREAS, Chapter 112, Part II, Florida Statutes, authorizes the interchange of employees between governments, including counties and municipalities; and

WHEREAS, Section 112.24, Florida Statutes, provides that the details of an employee interchange shall be the subject of an agreement between a sending agency and a receiving agency;

WHEREAS, the Village has requested and the County has offered to provide assistance in the form of supplying an Interim Village Manager, to provide management while the Village conducts a search for a Village Manager; and

WHEREAS, the County, as the sending agency, wishes to assign Bryan 'Cook ("Cook"), Director of Employee Services for Monroe County, to the Village as receiving agency, to serve as Interim Village Manager; and

WHEREAS, the Parties see a benefit and a public purpose in having Cook temporarily assigned to the Village for the purposes outlined above, and wish to set forth the details of the temporary assignment in an interlocal agreement.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the Parties agree as follows:

RECITALS

1. PURPOSE. The purpose of this Agreement is to allow for the assignment of Bryan Cook ("Cook") to serve as an Interim Village Manager, to perform and exercise the powers and duties set forth in Section 7(3) of the Village Charter, and more fully outlined herein and in the Village Manager job description, attached as Exhibit "A."

2. AUTHORITY. The County is authorized pursuant to F.S. 125.01, its home rule powers, and F.S. 112.24, which permits the intergovernmental interchange of governmental employees, to enter into this Agreement. The Village is authorized pursuant to F.S. 166.021(1) and F.S. 112.24 to do the same.

3. TERM OF AGREEMENT: Pursuant to F.S. 112.24, the term of this Agreement shall begin on August 7, 2023 ("Effective Date"), and shall remain in effect for an initial period of sixty (60) days ("Initial Term"). Pursuant to F.S. 112.24(2), the Agreement will be reviewed by the Village prior to the expiration of the Initial Term, at which time the Agreement may be extended for a subsequent term of sixty (60) days upon the approval of the Village Council and with the approval of the Monroe County Administrator, who is delegated authority to execute the extension. After the Initial Term, and for as long as the Agreement is in effect, the Agreement will be reviewed periodically no later than every sixty (60) days by the Village Council to determine whether the Village wishes to renew the Agreement, and may be extended for successive terms not to exceed sixty (60) days, with the written approval of the Village Council and County Administrator. Pursuant to F.S. 112.24, regardless of the number of extensions granted beyond the Initial Term, the Agreement shall not exceed two (2) years and three (3) months. Moreover, the continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds by the Board of County Commissioners in accordance with Chapter 129, Florida Statutes.

4. DUTIES: Cook shall perform the functions and duties specified in the Village's Charter, including without limitation the powers and duties enumerated in Section 7(3) of the Village Charter, as well as applicable sections of the Village Code-, and shall perform other legally permissible and proper duties and functions, as requested from time to time by the Village Council, and as more fully articulated in Exhibit "A". Cook shall comply at all times with Chapter 112, part III (Sections 112.311 et seq.) of Florida Statutes, the Florida Code of Ethics, as set forth in Section 2-52 of the Islamorada Code of Ordinances.

5. SALARIES AND BENEFITS: Salary and benefits for Cook for the time spent working on matters for the Village shall be administered as set forth below.

a. Cook shall remain a full-time exempt employee of Monroe County.

b. Division of Time: Cook shall expend as much time as is required by the Village during the term of this Agreement, up to 100% of Cook's time during a work week. The County and Cook understand that Cook's primary responsibility during the term of this Agreement will be to the Village.

c. Salary:

   i. Each work week, the number of hours spent working for the Village shall be calculated as a percentage of total hours worked by Cook. For the percentage of hours spent by Cook working on Village matters, Cook shall be entitled to compensation at the annual rate of two hundred forty-eight thousand dollars ($248,000.00) ("Village Share"), and for the percentage of hours spent by Cook working on Monroe County matters, Cook shall be entitled to compensation at his current rate of pay, subject to language about salary increases as is set forth below ("County Share"). Cook shall document his Village Share and County Share on forms approved by the respective Human Resources department of each Party.

ii. The County shall issue pay Cook for the combined amount of the Village Share and the County Share in accordance with the County's payroll policies, which provides for employees to be paid two weeks in arrear at the conclusion of the County's existing biweekly pay periods. The County shall then issue an invoice to the Village and the Village shall reimburse the County for the Village Share, which shall include the employer's share of all applicable employment taxes and other mandatory contributions, including mandatory employer contributions to Cook's Florida Retirement System account.

d. In all respects, Cook shall be governed by terms and conditions set forth in the Monroe County Personnel Policies and Procedures Manual ("Manual").

e. Leave: Cook shall continue to accrue annual (vacation) and sick leave in accordance with the terms and conditions set forth in the Manual. The County shall bear the financial responsibility for payment of accrued leave, including hours attributable to the Village Share.

f. Unemployment: The Parties will jointly be responsible for the payment of unemployment benefits on a pro rata basis in proportion to the wages paid to Cook by the Parties. The County is a reimbursing employer. Therefore, in the event that Cook is awarded unemployment benefits pursuant to Chapter 443, Florida Statutes, the Village will be responsible for reimbursing the County for its proportionate share of unemployment benefits, if such benefits are paid.

g. Medical Insurance, Pharmaceutical Plan, Life Insurance, and Voluntary Benefits: Cook will continue to be eligible to participate in the Monroe County's medical insurance, pharmaceutical plan, County-provided basic life insurance and AD&D, and voluntary benefits (dental, vision, supplemental life) on the same terms and conditions as other County employees. Except as outlined elsewhere in this Agreement, the responsibility for payment for and provision of all benefits shall remain the sole responsibility of the County.

h. Workers' Compensation (F.S. 112.30(4)): In the event of injury or death in the performance of Cook's duties for the Village for an incident that arises out of the course and scope of work performed by the Village, the employee shall be treated as an employee of Monroe County and Monroe County as the sending agency shall be solely responsible for providing the workers' compensation benefits without reimbursement by the Village. The Village shall promptly notify the County of Cook's injury or death.

i. Travel Benefits: Cook shall be entitled to travel, per diem and lodging benefits as allowed by Monroe County Code section 2-106 *et seq.*.

j. The Village shall provide an established work area and all other necessary equipment and supplies for Cook to perform his job duties as Interim Village Manager. The Village shall provide a laptop computer for Cook's exclusive use. The costs of acquiring and using the computer shall be paid for by the Village. The work area and

all other necessary equipment and supplies provided by the Village shall be used solely for Village purposes.

6. INDEMNIFICATION: Subject to and without waiving the limitation contained in Section 768.28, the Village agrees to be liable for any and all damages proximately caused by the acts, omission, or wrongful acts of its elected officials, employees or agents, and agrees to defend, indemnify, and hold harmless the County from any and all claims arising out of the wrongful acts or inactions of the Village. Subject to and without waiving the provisions of Section 768.28, Florida Statutes, the County agrees to be liable for any and all damages proximately caused by the acts, omission, or wrongful acts of its employees or agents, and agrees to defend, indemnify, and hold harmless the Village from any and all claims arising out of the wrongful acts or inactions of County. Nothing herein is intended to serve as a waiver of sovereign immunity by either of the Parties. Notwithstanding the above provisions, the Village shall not be obligated to indemnify, defend, or hold Cook harmless from any claims of any nature arising out of Cook's malfeasance, or from injury or property damage caused by the intentional misconduct of Cook. This indemnification provision shall survive the termination of this Agreement.

7. INSURANCE: The Village shall provide a general liability insurance to cover all incidents occurring in the course and scope of work performed for the Village by Cook during the term of this Agreement, in the minimum amount of $1,000,000 per occurrence.

8. BONDS: The Village shall obtain a fidelity bond and any other applicable bonds covering work performed by Cook for the Village during the term of this Agreement. The costs and expenses of obtaining and maintaining such bonds shall be paid for by the Village.

9. TERMINATION: This Agreement may be terminated with or without cause by either Party upon thirty (30) days' prior written notice to the other Party.

10. DISCLOSURE OF FINANCIAL INTERESTS: Section 112.3145, Florida Statutes, requires financial disclosures to be filed by a "local officers," and subsection (1)(a)3., defines a "local officer" to include a city manager. Cook agrees to make such disclosures on such forms and at such times as may be required by state law.

11. NONDISCRIMINATION: The Parties agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The Parties agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352), which prohibit discrimination in employment on the basis of race, color, religion, sex, and national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC § 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and

Rehabilitation Act of 1970 (PL 91 616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, §§ 523 and 527 (42 USC §§ 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC §§ 12101), as amended from time to time, relating to nondiscrimination in employment on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

12. PUBLIC RECORDS: The County and the Village shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and the Village in conjunction with this Agreement; and either Party shall have the right to unilaterally cancel this Agreement upon violation of this provision by the other Party. Detailed Employee shall retain public records in his possession and related to Village business in accordance with Village policy.

13. RECORDS – ACCESS AND AUDITS. All Parties shall maintain adequate and complete records after termination of this Agreement, as required by the applicable retention schedule required by law. Each party, its officers, employees, agents and auditors shall have access to the other parties' books, records, and documents, related to this Agreement upon request. The access to and inspection of such books, records, and documents by the parties shall occur during the regular office hours or as agreed.

14. NO THIRD-PARTY BENEFICIARIES. Neither Party intends to benefit a third party by this Agreement beyond Cook. Therefore, the Parties acknowledge that there are no other third-party beneficiaries to this Agreement and that no other third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

15. NOTICES. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

For County:

Monroe County BOCC
County Administrator
1100 Simonton Street
Key West, FL 33040
Gastesi-roman@monroecounty-fl.gov

With a copy to:

Monroe County Attorney's Office
1111 12th St., Suite 408
Key West, FL 33040
Shillinger-bob@monroecounty-fl.gov

For Village:

Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036
Clerk@islamorada.fl.us

With a copy to:

Village Attorney
John J. Quick, Esq.
Weiss Serota Helfman Cole + Bierman, P.L.
2800 Ponce de Leon Blvd., Suite 1200
Coral Gables, FL 33134
jquick@wsh-law.com

16. ASSIGNMENT AND PERFORMANCE. Neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Village without the prior written consent of County. COVENANT OF NO INTEREST. Neither Party presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that the only interest of each party is to perform and receive benefits as set forth in this Party.CODE OF ETHICS. The Parties understand and agree that officers and employees of the County are required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, as well as the Monroe County Personnel Policies and Procedures Manual regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.NO SOLICITATION/PAYMENT. The County and the Village each warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. GOVERNING LAWS/VENUE. This Agreement is governed by laws of the State of Florida. Venue for any dispute arising under this Agreement shall be in Monroe County, Florida. COMPLIANCE WITH LAWS. Each Party to this Agreement shall comply in full with all applicable federal, state and

local laws, regulations and ordinances. This Agreement constitutes the entire Agreement of the Parties and supersedes any and all prior communications, understandings and agreements with respect to the subject matter of this Agreement, whether oral or in writing. This Agreement can never be amended, except with the prior written agreement of both Parties. By signing below, each signatory to this Agreement warrants that it has the requisite corporate authority to enter into the Agreement and to bind its respective entity.

THE REMAINDER OF THIS PAGE IS BLANK.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement this 3rd day of August 2023.

(SEAL)
ATTEST: KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____ August 7, 2023
~~Mayor~~ County Administrator

Date:

Approved as to form and legal sufficiency for
Monroe County, Florida:

Cynthia L. Hall

Cynthia L. Hall, Sr. Ass't County Attorney

ISLAMORADA, VILLAGE OF ISLANDS

By: _____
Mayor

Date: 8/3/23

Approved as to form and legal sufficiency for
the use of the Village Council only:

_____
Village Attorney

FILED FOR RECORD
2023 SEP -8 PM 4:57
CLK CIR CT
MONROE COUNTY, FLA

Ratified by the Board of County Commissioners on September 6, 2023.

(Seal)
Attest: KEVIN MADOK, Clerk

By: _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor

ISLAMORADA, VILLAGE OF ISLANDS

Position Description

EXHIBIT A

Position Title: Village Manager

Reports To: Village Council

Position Status: Exempt (Pay Grade: 20)

General Functions:
Directs and coordinates administration of Village government in accordance with policies determined by Village Council while performing the following duties personally or through subordinate supervisors. Position requires the use of Village vehicle in the performance of duties.

Illustrative Tasks:
(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)

- Plans, organizes, directs, coordinates and evaluates the operations, programs, activities and services of all departments, offices and agencies of the Village, except as otherwise provided by the Charter and other relevant law.
- Responds to requests from the Village Council and the public for appropriate action and/or resolution of policy matters and attendant problems.
- Ensures the Village Council is kept abreast of matters pertinent to Village administration.
- Provides periodic reports in compliance with the Village Council's requirements and Charter provisions concerning the operations, activities and programs of Village departments, offices and agencies subject to the Village Manager's direction and supervision.
- Prepares Village Council meeting agendas, ensuring that the Council is fully apprised of the information contained therein, and that items on the agenda will not unnecessarily prolong the duration of the meeting at issue.
- Initiates policy recommendations for the Village Council's consideration.
- Conducts agenda review meetings with staff, as needed, to review items proposed for presentation to the Village Council.
- Recommends the creation of new committees that will advance Village business and operations.
- Negotiates contracts (including collective bargaining agreements), and other legal instruments, in conjunction with the Village Attorney's Office.
- Executes contracts on behalf of the Village pursuant to the provisions of the appropriate ordinances.
- Appoints, suspends and terminates all Village employees except those appointed by and responsible to the Village Council; approves promotions, transfers, reclassifications, job evaluations, demotions, disciplinary action and other related personnel actions.
- Manages senior staff including the Deputy Village Manager and department directors.
- Responsible for the overall direction, coordination and evaluation of all Village departments.
- Develops and implements appropriate training programs for Village employees.
- Prepares and submits the annual operating budget and capital programs to the Village Council in the appropriate format.
- Develops long-range fiscal managerial plans and strategies.
- Implements the approved budget and effects a program of budgetary control over expenditures and revenues.
- Submits to the Village Council for public review a report on the financial condition and administrative activities of the Village at the end of each fiscal year as required by the Village Charter and/or relevant State Law.

- Attends all Village Council meetings as well as other public meetings scheduled by the Village or in connection with Village business.
- Represents Village administration before various community organizations, business enterprises and governmental entities.
- Develops programs and strategies to enhance the effectiveness and efficiency of Village operations, including appropriate Village staff and/or Council retreats or strategizing sessions.
- Provides guidance and assistance in the development of long and short-range goals for the Village Council's consideration and implements same upon approval by the Council.
- Encourages and oversees economic and community development efforts including business retention, redevelopment and recruitment of new businesses.
- Possesses the ability to work in an increasingly culturally diverse community.
- Possesses the ability to multitask and adjust to changing situations while maintaining efficiency and effectiveness.
- Possesses the ability to deal tactfully, courteously and professionally with all officials and groups, exercising sound and effective judgment in doing so, ensuring the protection of the Village's goodwill.

Requirements for Position:

Bachelor's Degree in Business Administration, Public Administration, or equivalent combination of education and experience. Master's Degree desirable. At least ten (10) years related management experience as department director or manager in a public sector setting. Thorough knowledge of the principles, practices, and techniques of public administration. Demonstrated financial, management, planning, leadership and communication skills. Knowledge of Personal Computer software application, i.e. word processing, spreadsheet, database, etc.

Physical Requirements:

While performing the duties of this class, employees are regularly required to sit; talk or hear, in person and by telephone; use hands to finger, handle, feel or operate standard office equipment; and reach with hands and arms. Employees are occasionally required to walk and stand and lift and move records and documents weighing 20 pounds or less. Specific vision abilities required by this job include close vision and the ability to adjust focus. Employees are regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve problems; use math and mathematical reasoning; learn and apply new skills and information; perform highly detailed work on multiple, concurrent tasks; and interact with Village staff and other organizations.

Bryan Cook

Print Name

Bryan Cook Digitally signed by Bryan Cook Date: 2023.08.04 16:01:43 -04'00'

Signature

Date

RESOLUTION NO. 23-08-76

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE APPOINTMENT OF BRYAN COOK AS INTERIM VILLAGE MANAGER; APPROVING AND AUTHORIZING THE EXECUTION OF THE EMPLOYEE INTERCHANGE AGREEMENT WITH MONROE COUNTY, FLORIDA PERMITTING BRYAN COOK TO SERVE AS INTERIM VILLAGE MANAGER; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village"), is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statute; and

WHEREAS, Section 7(3) of the Village Charter requires that there shall be a Village Manager who will be the chief administrative officer of the Village; and

WHEREAS, at the meeting on July 27, 2023, Monroe County, Florida ("County") offered to permit its employee, Bryan Cook ("Mr. Cook"), to serve as the Village's Interim Village Manager pursuant to an Employee Interchange Agreement ("Agreement") governed by Section 112.24, *et seq.*, Florida Statutes; and

WHEREAS, the Village Council finds that approval of the Agreement and appointment of Mr. Cook as Interim Village Manager is in the best interest of the Village and its residents; and

WHEREAS, the Village Council approves and authorizes the execution of the Agreement.

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 Appointment. The Village Council hereby approves the appointment of Mr. Cook as Interim Village Manager. Mr. Cook's appointment shall be effective August 7, 2023.

Section 3. Approval of Agreement. The Village Council finds that the Agreement with the County, attached hereto as Exhibit "A", is reasonable and appropriate. The Village Council hereby approves the Agreement.

Section 4. Execution of Agreement. The Mayor is hereby authorized to execute the Agreement with the County on behalf of the Village, to execute any required documents to implement the terms and conditions of the Agreement, subject to approval as to form and legality by the Village Attorney.

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

Remainder of this page intentionally left blank.

Motion to adopt by Gregg, seconded by Mahoney.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III	Yes
Vice Mayor Sharon Mahoney	Yes
Councilman Mark Gregg	Yes
Councilwoman Elizabeth Jolin	Yes
Councilman Henry Rosenthal	No

PASSED AND ADOPTED THIS 3 DAY OF August, 2023.

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY

DocuSign Envelope ID: 67912C49-0F94-416E-B429-AE5989A0C41D

FIRST AMENDMENT TO EMPLOYEE INTERCHANGE AGREEMENT (ISLAMORADA, VILLAGE OF ISLANDS)

THIS FIRST AMENDMENT TO EMPLOYEE INTERCHANGE AGREEMENT (hereinafter "Amendment") is made and entered into this __ day of September 2023, by and between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL, 33040 (hereinafter "County"), and Islamorada, Village of Islands, a municipality organized under the laws of the State of Florida, whose address is 86800 Overseas Highway, Islamorada, FL 33036 (hereinafter "Village") (hereinafter, when referred to individually as "Party" or collectively as "Parties).

WITNESSETH

WHEREAS, Chapter 112, Part II, Florida Statutes, authorizes the interchange of employees between governments, including counties and municipalities; and

WHEREAS, Section 112.24, Florida Statutes, provides that the details of an employee interchange shall be the subject of an agreement between a sending agency and a receiving agency;

WHEREAS, August 6, 2023, the County and the Village entered into an Employee Interchange Agreement ("Agreement") whereby the Parties agreed that the County would assign Bryan Cook ("Cook"), Director of Employee Services for Monroe County, to the Village as receiving agency, to serve as Interim Village Manager; and

WHEREAS, the Agreement provided that the initial term of the Agreement would begin on August 7, 2023 and continue for sixty (60) days, to October 6, 2023 ("Initial Term"), and that prior to the expiration of the Initial Term, the Agreement would be reviewed by the Village, at which time the Agreement could be extended for a subsequent term not to exceed sixty (60) days upon the approval of the Village Council and with the approval of the Monroe County Administrator; and

WHEREAS, both Parties have indicated that they wish to extend the Agreement for an additional term, not to exceed sixty (60) days; and

WHEREAS, the County has proposed to assign Ed Koconis, AICP, Administrative Director for Monroe County, in place of Bryan Cook, who is needed to resume his duties for Monroe County; and

WHEREAS, the Parties have agreed that Bryan Cook's assignment as Interim Village Manager shall end on Friday, September 29, 2023, and beginning October 2, 2023, Ed Koconis shall be assigned to serve as the Interim Village Manager for the remainder of the term of this Agreement, as extended.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the Parties agree as follows:

DocuSign Envelope ID: 67912C49-0F94-416E-B429-AE5989A0C41D

RECITALS

1. Pursuant to paragraph (3) of the Agreement (Term of Agreement), the term of the Employee Interchange Agreement is hereby extended by an additional sixty (60) days, through December 6, 2023 ("Extended Term").

2. Bryan Cook shall cease to be assigned as the Interim Village Manager at close of business on September 29, 2023, and Ed Koconis shall be assigned to serve as the Interim Village Manager beginning 8:00 a.m. on October 2, 2023. Effective October 2, 2023, all references to "Bryan Cook" or "Cook" shall be revised and replaced with the name "Ed Koconis" wherever they appear in the Interchange Agreement.

3. Effective October 2, 2023, Exhibit A to the Interchange Agreement (Islamorada Position Description signed by Bryan Cook) is removed and replaced with Exhibit A attached hereto (Islamorada Position Description signed by Ed Koconis), which shall be incorporated in the Interchange Agreement by reference.

4. In all other respects, all terms and conditions set forth in the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement this _____ day of September 2023.

Approved as to form and legal sufficiency for Monroe County, only:

Cynthia L. Hall

Cynthia L. Hall, Sr. Ass't County Attorney

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: _____

Roman Gastesi, County Administrator

Date: September 27, 2023

Approved as to form and legal sufficiency for the use of the Village Council only:

DocuSigned by:

362BFAA7FDDD417...

John J. Quick, Village Attorney

ISLAMORADA, VILLAGE OF ISLANDS

By: DocuSigned by: Joseph B. Pinder III

F8EB3A68BD794EF...

Joseph B. Pinder, III, Mayor

Date: 10/4/2023

DocuSign Envelope ID: 67912C49-0F94-416E-B429-AE5989A0C41D

Ratified by the Monroe County Board of County Commissioners on October 18, 2023.

(Seal) ATTEST: KEVIN MADOK, Clerk	BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA
By: _____ As Deputy Clerk	By: _____ Mayor

Kevin Madok, CPA

Clerk of the Circuit Court & Comptroller – Monroe County, Florida

DATE: November 16, 2023

TO: Lindsey Ballard
Aide to the County Administrator

FROM: Liz Yongue, Deputy Clerk

SUBJECT: November 8, 2023 BOCC Meeting

Please see the attached item, which has been added to the record:

T1 2nd Amendment to Interchange Agreement with Village of Islamorada to assign Senior Director Kimberly Matthews to the Village to serve as Interim Village Manager on a temporary basis beginning January 8, 2024, and continuing for up to 60 days; authorization for County Administrator to sign necessary documents.

Should you have any questions please feel free to contact me at (305) 292-3550.

cc: County Attorney
Finance
File

SECOND AMENDMENT TO
EMPLOYEE INTERCHANGE AGREEMENT
(ISLAMORADA, VILLAGE OF ISLANDS)

THIS SECOND AMENDMENT TO EMPLOYEE INTERCHANGE AGREEMENT (hereinafter "Amendment") is made and entered by and between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL, 33040 (hereinafter "County"), and Islamorada, Village of Islands, a municipality organized under the laws of the State of Florida, whose address is 86800 Overseas Highway, Islamorada, FL 33036 (hereinafter "Village") (hereinafter, when referred to individually as "Party" or collectively as "Parties).

WITNESSETH

WHEREAS, Chapter 112, Part II, Florida Statutes, authorizes the interchange of employees between governments, including counties and municipalities; and

WHEREAS, Section 112.24, Florida Statutes, provides that the details of an employee interchange shall be the subject of an agreement between a sending agency and a receiving agency;

WHEREAS, August 6, 2023, the County and the Village entered into an Employee Interchange Agreement ("Agreement") whereby the Parties agreed that the County would assign Bryan Cook ("Cook"), Director of Employee Services for Monroe County, to the Village as receiving agency, to serve as Interim Village Manager; and

WHEREAS, the initial term of the Agreement continued for sixty (60) days, to October 6, 2023 ("Initial Term"), and the Parties agreed that the Agreement could be extended for a subsequent term not to exceed sixty (60) days upon the approval of the Village Council and with the approval of the Monroe County Administrator; and

WHEREAS, on October 4, 2023, the Agreement was amended to extend the Agreement by up to an additional sixty (60) days, through December 6, 2023, and also to assign Ed Koconis to serve as the Interim Village Manager in place of Bryan Cook; and

WHEREAS, both Parties have indicated that they wish to extend the Agreement, and the County has proposed to assign Kimberly Matthews, Senior Director of Strategic Planning & Director of Libraries, to serve in the position as Interim Village Manager beginning on January 8, 2024 in place of Mr. Koconis for an additional term of up to sixty (60) days, with Maria Bassett, Finance Director for the Village of Islamorada, filling in for the month between the expiration of Mr. Koconis' time period and the start of Ms. Matthews' time period; and

WHEREAS, the Parties wish to amend paragraph (9) (Termination), to shorten the termination time period upon mutual agreement if a suitable replacement candidate is found to serve as Interim Village Manager or permanent Village Manager prior to expiration of the term of the Agreement as extended.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the Parties agree as follows:

RECITALS

1. Ed Koconis shall continue to serve as Interim Village Manager for the Village of Islamorada through December 6, 2023.

2. Beginning December 7, 2023 and continuing through January 7, 2024, Maria Bassett, Finance Director for the Village of Islamorada, shall serve as Interim Village Manager for the Village of Islamorada.

3. Beginning 8:00 a.m. on January 8, 2024, and continuing until March 8, 2024, Kimberly Matthews will be assigned to serve as the Interim Village Manager. Effective January 8, 2024, all references to "Ed Koconis" shall be revised and replaced with the name "Kimberly Matthews" wherever they appear in the Interchange Agreement as amended.

4. Pursuant to paragraph (3) of the Agreement (Term of Agreement), the term of the Employee Interchange Agreement shall be extended from January 8, 2024 to March 8, 2024. To the extent that the Employee Interchange Agreement ended on December 6, 2023, the Agreement shall be revived, with the new term of the Agreement running from January 8, 2024 to March 8, 2024.

5. Effective January 8, 2024, Exhibit A to the Interchange Agreement (Islamorada Position Description) is removed and replaced with Exhibit A attached hereto (Islamorada Position Description signed by Kimberly Matthews), which shall be incorporated in the Interchange Agreement by reference.

6. Paragraph (9) of the Agreement ("Termination") is amended to add the following sentence allowing for a shorter termination time period on mutual agreement of the Parties:

> This Agreement may also be terminated with the mutual consent of both Parties, in which case the termination shall occur at the conclusion of fourteen (14) calendar days following delivery of an e-mail exchanged between the Village Mayor and County Administrator.

7. In all other respects, all terms and conditions set forth in the Agreement remain unchanged and in full force and effect.

8. This Amendment shall be effective upon the date last signed by the Parties below.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the dates signed below.

Approved as to form and legal sufficiency for Monroe County, only:

Digitally signed by Cynthia L. Hall
DN: cn=Cynthia L. Hall, o=Monroe County BOCC, ou, email=hall-cynthia@monroecounty-fl.gov, c=US
Date: 2023.11.13 17:41:11 -05'00'

Cynthia L. Hall, Sr. Ass't County Attorney

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: Roman Gastesi Digitally signed by Roman Gastesi Date: 2023.11.16 09:49:15 -05'00'

Roman Gastesi, County Administrator

Date:

Approved as to form and legal sufficiency for the use of the Village Council only:

John J. Quick, Village Attorney

ISLAMORADA, VILLAGE OF ISLANDS

By:

Joseph B. Pinder, III, Mayor

Date:

ISLAMORADA, VILLAGE OF ISLANDS

Position Description

EXHIBIT A

Position Title: Village Manager

Reports To: Village Council

Position Status: Exempt (Pay Grade: 20)

General Functions:
Directs and coordinates administration of Village government in accordance with policies determined by Village Council while performing the following duties personally or through subordinate supervisors. Position requires the use of Village vehicle in the performance of duties.

Illustrative Tasks:
(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)

- Plans, organizes, directs, coordinates and evaluates the operations, programs, activities and services of all departments, offices and agencies of the Village, except as otherwise provided by the Charter and other relevant law.
- Responds to requests from the Village Council and the public for appropriate action and/or resolution of policy matters and attendant problems.
- Ensures the Village Council is kept abreast of matters pertinent to Village administration.
- Provides periodic reports in compliance with the Village Council's requirements and Charter provisions concerning the operations, activities and programs of Village departments, offices and agencies subject to the Village Manager's direction and supervision.
- Prepares Village Council meeting agendas, ensuring that the Council is fully apprised of the information contained therein, and that items on the agenda will not unnecessarily prolong the duration of the meeting at issue.
- Initiates policy recommendations for the Village Council's consideration.
- Conducts agenda review meetings with staff, as needed, to review items proposed for presentation to the Village Council.
- Recommends the creation of new committees that will advance Village business and operations.
- Negotiates contracts (including collective bargaining agreements), and other legal instruments, in conjunction with the Village Attorney's Office.
- Executes contracts on behalf of the Village pursuant to the provisions of the appropriate ordinances.
- Appoints, suspends and terminates all Village employees except those appointed by and responsible to the Village Council; approves promotions, transfers, reclassifications, job evaluations, demotions, disciplinary action and other related personnel actions.
- Manages senior staff including the Deputy Village Manager and department directors.
- Responsible for the overall direction, coordination and evaluation of all Village departments.
- Develops and implements appropriate training programs for Village employees.
- Prepares and submits the annual operating budget and capital programs to the Village Council in the appropriate format.
- Develops long-range fiscal managerial plans and strategies.
- Implements the approved budget and effects a program of budgetary control over expenditures and revenues.
- Submits to the Village Council for public review a report on the financial condition and administrative activities of the Village at the end of each fiscal year as required by the Village Charter and/or relevant State Law.

- Attends all Village Council meetings as well as other public meetings scheduled by the Village or in connection with Village business.
- Represents Village administration before various community organizations, business enterprises and governmental entities.
- Develops programs and strategies to enhance the effectiveness and efficiency of Village operations, including appropriate Village staff and/or Council retreats or strategizing sessions.
- Provides guidance and assistance in the development of long and short-range goals for the Village Council's consideration and implements same upon approval by the Council.
- Encourages and oversees economic and community development efforts including business retention, redevelopment and recruitment of new businesses.
- Possesses the ability to work in an increasingly culturally diverse community.
- Possesses the ability to multitask and adjust to changing situations while maintaining efficiency and effectiveness.
- Possesses the ability to deal tactfully, courteously and professionally with all officials and groups, exercising sound and effective judgment in doing so, ensuring the protection of the Village's goodwill.

Requirements for Position:

Bachelor's Degree in Business Administration, Public Administration, or equivalent combination of education and experience. Master's Degree desirable. At least ten (10) years related management experience as department director or manager in a public sector setting. Thorough knowledge of the principles, practices, and techniques of public administration. Demonstrated financial, management, planning, leadership and communication skills. Knowledge of Personal Computer software application, i.e. word processing, spreadsheet, database, etc.

Physical Requirements:

While performing the duties of this class, employees are regularly required to sit; talk or hear, in person and by telephone; use hands to finger, handle, feel or operate standard office equipment; and reach with hands and arms. Employees are occasionally required to walk and stand and lift and move records and documents weighing 20 pounds or less. Specific vision abilities required by this job include close vision and the ability to adjust focus. Employees are regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve problems; use math and mathematical reasoning; learn and apply new skills and information; perform highly detailed work on multiple, concurrent tasks; and interact with Village staff and other organizations.

Kimberly Matthews

Digitally signed by Kimberly Matthews
Date: 2023.11.02 10:56:17 -04'00'

After-Action Report

Update for February 13, 2024, Council Meeting

Items are added to this report per direction of a majority of the Village Council provided during meetings of the Village Council. The purpose of this report is to document and track Village Council direction to the Village Manager and subsequently staff provided at public meetings that is not otherwise memorialized through adoption of an ordinance or resolution. The items that appear on the report are to be addressed by the Village Manager and/or responsible staff based on the level of priority determined by the Village Manager. The report will be updated for inclusion in the agenda package of each regular Village Council meeting.

If there are items on the report that the Village Council, Village Manager, or Village Attorney would like to discuss, they may request discussion during the "Supplementary Reports" portion of the agenda. Otherwise, the report is included for informational purposes.

VILLAGE MANAGER (VM)

#VM23-5

Arts & Culture Coordinator

Date of direction: September 19, 2023

Responsible Party: Village Manager

Direction: During budget hearings, Council directed that a non-staff Arts & Culture function be evaluated by the Village Manager. A suggestion was made that this may already be a function of the Parks & Recreation Committee.

Actions accomplished:

- Staff confirmed that the scope of the Parks & Recreation Committee pursuant to its establishing resolution does not include an Arts & Culture Coordination function.
- At its meeting on January 9, 2024, the Village Council heard a presentation by Elizabeth Young regarding the County's Council of the Arts and an Art in Public Places Program.

Next Step(s): Following the January 9, 2024, presentation, the Village Council tasked the Interim Village Manager to develop a position description for someone to serve as an Arts and Culture Coordinator for the Village. They requested that the Interim Village Manager bring back a very clear picture of what someone in this position might do for the Islamorada community.

#VM23-6

Strategic Plan

Date of direction: November 7, 2023

Responsible Party: Village Manager

Direction: On November 7, 2023, Council consensus to begin Strategic Planning process at the first Village Council Meeting in January 2024.

Actions accomplished:

- TBD

Next Step(s): Kimberly Matthews from Monroe County began serving as Interim Village Manager on January 8, 2024. Ms. Matthews has experience in strategic planning for the County and will work with staff and the Council to conceptualize a process for a Village Strategic Plan.

#VM23-7

Extension of Tavernier Creek Idle Speed Zone

Date of direction: November 7, 2023
Responsible Party: Environmental Resources Manager

Direction: On 11/07/2023, Council consensus to move forward with looking into an extension of the Tavernier Creek Idle Speed Zone bayside and provide update to Council on 12/12/2023.

Actions accomplished:

- At the December 12, 2023, Regular Village Council Meeting, Environmental Resources Manager Peter Frezza explained the need to extend the idle speed zone and the process to request an extension. The Village Council agreed that the Village should request an extension of the Idle Speed Zone.
- Peter Frezza contacted the Monroe County Marina Resources Office and began the discussions with County staff regarding the potential extension and learned what this would entail.
- Peter Frezza has been coordinating with Monroe County Marine Resources staff, FWC staff, MCSO staff, and local stakeholders on the logistics and steps needed to extend the zone.

Next Step(s): At their meeting on January 31, 2024, the Monroe County Board of County Commissioners will consider the proposal to begin the process of adding the existing Slow Speed Minimum Wake (SSMW) zone in Tavernier Creek based on safety concerns raised by Islamorada. Islamorada staff will continue to work with Monroe County and FWC on this SSMW zone issue.

#VM23-9

National Audubon Society use of Village-owned property

Date of direction: December 12, 2023
Responsible Party: Environmental Resources Manager

Direction: On September 11, 2023, the Village entered into a Revocable License and Hold Harmelss Agreement with the National Audubon Society (NAS) for use of canal front Village-owned property by the NAS to dock up to three research boats and for parking of up to three vehicles. Due to an increase in use of the same property by kayakers and fishers seemingly associated with the use by the NAS, at its meeting on December 12, 2023, the Village Council directed that Village staff should (1) try to determine how other uses are accessing the property, (2) investigate whether use of the basin at the Green Turtle Hammock by the NAS would be a better arrangement for the Village, and (3) confer with the NAS to see if their use of the basin at the Green Turtle Hammock instead would be possible if the Village determines relocation is preferred.

Actions accomplished:

- Village staff have been visiting the property to determine use other than by NAS. No other use has been observed. Village staff have contacted NAS staff to determine any other use of the property as well. NAS staff have not observed anyone else utilizing the property.
- Village staff have contacted NAS Director Jerry Lorenz to discuss the use of the basin at the Green Turtle Hammock rather than the Village owned Machado property. Jerry has indicated that it is a better and more convenient situation for them to utilize the Machado property for their vessels. They would like to continue with this agreement. If the Machado property becomes

unavailable to them, they are appreciative and would be interested in discussing the use of the Green Turtle Hammock basin for their vessels.

- Village staff continue to visit the property to determine use. Village staff engaged MCSO to patrol the area, which they have been doing. They have reported that they have not observed any usage other than by NAS staff.

Next Step(s): Continue to monitor the Village-owned property to determine usage.

#VM23-11
Purchase of Island Community Church Building

Date of direction: January 9, 2024
Responsible Party: Village Manager

Direction: Vice Mayor Mahoney requested a discussion item on the January 9, 2024, Council meeting agenda regarding a proposal that the Village purchase property owned by the Island Community Church to build a new library in cooperation with Monroe County. The Village Council directed the Interim Village Manager, who is also Director of the Library System for Monroe County, to approach the County about this idea. The Council also directed that staff should communicate with the owners of the building to find out their sales price.

Actions accomplished: TBD

Next Step(s): TBD

#VM23-12
Village Flag Contest

Date of direction: January 9, 2024
Responsible Party: Village Manager

Direction: At the January 9, 2024, Council meeting, Council Member Gregg presented information, including a TED Talk video, regarding flags and their significance. Following the presentation, the Village Council directed staff to develop rules and procedures for a Village flag content. A related resolution needs to be drafted and brought back to the Council for consideration and approval.

Actions accomplished: TBD

Next Step(s): TBD

PLANNING (PL)

#PL23-01

Transfer of Development Rights (TDRs) in the Village Code

Date of direction: March 2, 2023
Responsible Party: Planning Director

Direction: On 3/02/2023, Council consensus to address inconsistencies in TDR section of the Code related to habitat classifications.

Actions accomplished:

- In June 2023, the Planning Department had a conference call with DEO regarding the TDR ordinance. The Planning Department received feedback on how to proceed with changes that DEO would support.

Next Step(s): The Planning Department will engage Rebecca Jetton to work on the changes to the Village.

#PL23-02

Preexisting Non-conforming Structures, specifically setbacks for tiki huts.

Date of direction: September 21, 2023
Responsible Party: Planning Director

Direction: On September 21, 2023, the Village Council gave direction to create a comprehensive solution for preexisting non-conforming structures, specifically related to setbacks for tiki huts.

Actions accomplished:

- Staff is working with the attorney for the applicant to determine best practices regarding this issue.

Next Step(s): Staff to review Code regarding pre-existing non-conforming structures for potential changes. Staff hopes to have an update for direction from Council at its March 2024 meeting.

#PL23-03

Vacant parcel analysis

Date of direction:
Responsible Party: Planning Director

Direction: On 9/11/2023, Council gave direction to review all vacant parcels in the Village with regard to potential developability.

Actions accomplished:

- Due to Hurricane Evacuation Report, staff has done preliminary analysis.

Next Step(s): Staff will continue to evaluate vacant lots over the Spring and Summer of 2024.

#PL23-04
Noise Ordinance

Date of direction: September 28, 2023
Responsible Party: Planning Director

Direction: On 9/28/2023, Council consensus to schedule a noise ordinance workshop.

Actions accomplished:
- TBD

Next Step(s): A workshop has been scheduled for February 22, 2024. Public notices are going out the week of February 5, 2024.

#PL23-05
Rezoning of properties at Village incorporation

Date of direction: September 28, 2023
Responsible Party: Planning Director

Direction: On 9/28/2023, Council consensus to investigate how properties were rezoned at incorporation and ways to address perceived oversights in rezoning.

Actions accomplished:
- In September 2023, Planning Director and Village Attorney began discussions about potential actions.

Next Step(s): Continue conversation and come up with a plan of action with incoming Village Manager.

#PL23-06
Possible update to Environmental Standards in the Village Code

Date of direction: November 7, 2023
Responsible Party: Planning Director

Direction: On 11/07/2023, Council consensus to compare Environmental Standards in the Village Code with Monroe County and consider updates for more consistency with County.

Actions accomplished:
- Village Biologist/Sr. Environmental Planner has begun looking at the Environmental Standards and comparing with the Monroe County Standards.

Next Step(s): Staff will have a report back to the Council in March 2024.

#PL23-07
Human Remains at Tea Table Key

Date of direction: November 7, 2023
Responsible Party: Planning Director and Village Attorney

Direction: On 11/07/2023, Council gave direction to inform current owner of historical report of the discovery of human remains on property and determine if Village has responsibility for any additional reporting.

Actions accomplished:

- TBD

Next Step(s): TBD

#PL23-09

Affordable Housing Unit Reservation

Date of direction: November 9, 2023
Responsible Party: Planning and Development Services

Direction: In response to a request that 8 affordable housing units (from the 300 units expected from the State) be reserved for Coral Bay Marina, the Village Council directed that the Village should adopt a related policy before considering the reservation for Coral Bay Marina. Council also directed that 8 units should be re-reserved for the Woods Avenue lots owned by the Village.

Actions accomplished:

- Monroe County Code section 138-24 (b) explains the criteria for reservations. The application is a letter addressed to the Planning Director requesting the reservation.

Next Step(s): Staff will use this Code section as a template for draft to the Council.

PUBLIC WORKS (PW)

#PW23-01

The Fills

Date of direction: ongoing since 2014
Responsible Party: Public Works Director

Direction: On August 17, 2023, Council adopted Resolution No. 23-08-77 approving consultant to update the Master Plan for the Fills to remove all parking, turn lanes, underpass and passive park amenities and to design demolition of existing parking. At the RVCM on December 12, 2023, Councilman Rosenthal expressed concern over the delayed timeline for work on the Fills by FKAA and FDOT and its impact on the Village's efforts to control parking and use. The Village Council directed that Village staff should reach out to FDOT to see if boulders could be placed in the areas of the Fills where traffic cones and tape have been placed and in the areas where parking is currently available to effectively create the limitations on parking and use that the Village is ultimately seeking. Council's goal is to decrease overtime expense for staff to sit at the Fills to control access.

Actions accomplished:

- As of November 8, 2023, requisite survey of entire Fills underway.
- On December 13, 2023, Public Works Director A J Engelmeyer spoke with his contact at FDOT about the Village's request to place boulders along the Fills and to ask what could be done to keep people from parking in the clear zone that would result between the boulders and the Overseas Highway.
- By the meeting on January 9, 2024, FDOT confirmed that the Village could place boulders along the right of way on the Fills outside of the clear zone.

Next Step(s): The Public Works Director is in the process of purchasing boulders for the area. After boulders are placed overtime staffing will be eliminated.

#PW23-02
Founders Park Baseball Field Improvement Project

Date of direction: August 17 ,2023
Responsible Party: Public Works Director

Direction: Following presentation of preliminary proposal for the update to the baseball field at Founders Park on August 17, 2023, Council gave direction to be kept up-to-date and to be afforded the opportunity provide input at each stage of the project. At its meeting on 12/12/2023, the Village Council authorized the Village Attorney to continue working with the attorney for the Monroe County School District (MCSD) to update the Interlocal Agreement between the two parties. Council also directed the Village Manager to communicate with staff from the MCSD and Coral Shores High School to schedule a community meeting to explain the general concept of the improvement project and seek input from the public.

Actions accomplished:

- At the November 9, 2023, RVCM, the Village Attorney reported that he is reviewing a proposed ILA provided by the School Board and has made changes in the interests of the Village. Per Council direction at the December 12, 2023, RVCM, the Village Attorney continues to work on all of the agreements needed between the Village and the MCSD.
- On December 14, 2023, Village staff reached out to Patrick Lefere of the MCSD requesting the best point of contact to coordinate the community meeting and suggesting a meeting in January 2024.
- The Village Attorney confirmed that a final version of the ILA and other related documents will be presented to the Village Council for approval at a future meeting and that no construction will commence until the Village Council has approved the project.

Next Step(s): Interim Village Manager Kimberly Matthews has communicated with Patrick Lefere from the MCSD and has scheduled a preliminary meeting with a community workshop planned for late February 2024.

VILLAGE ATTORNEY (VA)

#VA23-1
Referendum to increase Council Compensation to $1,500.00 monthly

Date of direction: November 7, 2023
Responsible Party: Village Attorney

Direction: On 11/07/2023, Council consensus to have Village Attorney draft an ordinance for Council consideration to increase Council compensation to $1,500.00 monthly through referendum.

Actions accomplished:

- Village Attorney drafting ordinance for presentation to Council on 12/12/2023.

Next Step(s): The ordinance passed on second reading at the January 9, 2024, Council meeting. The item will appear on the November 2024 election ballot.

#VA23-2
Village Manager Contract

Date of direction: November 7, 2023
Responsible Party: Village Attorney

Direction: On November 7 2023, Council consensus to have Village Attorney revise and update the Village Manager contract with respect to reasonable pay range and other elements for Council review and input.

Actions accomplished:

- At the December 12, 2023, meeting, the Village Attorney provided a draft Village Manager contract for Village Council consideration. Village Council members expressed their opinions regarding certain terms of the contract. The Council further agreed that Councilman Rosenthal would begin contract negotiations with the selected candidate with the understanding that he would seek input from the Village Attorney and Finance Director.

Next Step(s): Contract negotiations are pending selection of a Village Manager.

#VA23-4
Reimbursement of Professional Fees Incurred to Defend Civil/Criminal/Ethical Lawsuits

Date of direction: December 12, 2023
Responsible Party: Village Attorney

Direction: On December 12, 2023, the Village Council directed that the Village Attorney to draft an ordinance similar to the County ordinance that the Village has adhered to whereby Village Council members, the Village Manager, and Department Heads, may be reimbursed for legal and other professional fees incurred to defend lawsuits claiming civil, criminal or ethical malfeasance whenever the Respondent is found to be not guilty.

Actions accomplished:

- An ordinance for first reading is on the agenda for the January 9, 2024, meeting for Village Council consideration.

Next Step(s): The ordinance passed on first reading. Second reading will occur at the February 13, 2024, Council meeting.

#VA23-5
Analysis of collective bargaining agreement related to potential Fire Boat Emergency Response program

Date of direction: December 12, 2023
Responsible Party: Village Attorney

Direction: On December 12, 2023, the Village Council directed that the Village Attorney to analyze the Fire CBA to advise of potential implications which may result from the creation of a Fire Boat Emergency Response program.

Actions accomplished:

- TBD

Next Step(s): TBD

FINANCE (FN)

#FN23-01
Purchasing Policy and Procedures Update

Date of direction: August 2, 2023
Responsible Party: Finance Director

Direction: On August 2,2023, Council gave direction to update the Purchasing Policy and Procedures specific to the dollar amount for Village Manager Authorization.

Actions accomplished:

- In August, 2023, Finance Director gathered the policies of Monroe County and local municipalities for comparison and reached out the Government Finance Officers Association (GFOA) for standard practices, guidance, and future review.
- At its meeting on January 9, 2024, the Village Council directed that the Village's purchasing guidelines should include a "green policy" whereby the Village must consider electric alternatives whenever anything with a motor is being purchased.

Next Step(s): Following completion of year-end close and audit preparation, update of purchasing policy to begin 2nd quarter of FY 23-24. The Finance Director is working with consultants from its disaster assistance recovery consultants (Tetra Tech) to update the Village's purchasing ordinance in accordance with state and federal requirements and to include 2CFR 200 language to optimize cost reimbursements should a disaster event occur.

#FN23-02
Grant Writing Services

Date of direction: January 9, 2024
Responsible Party: Finance Director

Direction: On January 9, 2024, Council gave direction for staff, primarily the Village Manager and Finance Director, to consider the needs of the Village with regard to grant writing services and determined whether contracting the services or hiring a staff position is warranted.

Actions accomplished:

- Internal discussions including the Interim Village Manager, Finance Director, and Procurement and Grants Administrator have subsequently been held. Staff agreed that it would be helpful to engage the services of a grant writing contractor to potentially find, apply for, and administer grants for the Village to supplement staff efforts.

Next Step(s): The Finance Department has an RFP for grant writing services already drafted from a prior procurement. Staff will update the RFP and publish it by the end of February 2024.

PARKS & RECREATION (PR)

#PR23-01
Founders Park Plan

Date of direction: September 19, 2023
Responsible Party: Founders Park Director

Direction: By inclusion in the FY 23-24 budget, the Village Council authorized a project to engage the services of a design engineer to evaluate how additional pickleball courts might be added in Founders Park at the location where there are three courts adjacent to the Community Center. Related discussion was held during the budget process. At its meeting on December 12, 2023, the Village Council clarified that its preference would be to have a full Founders Park Master Plan prepared.

Actions accomplished:

- After the start of the new fiscal year, the Founders Park Director reached out to K2M Design, Inc., which is one of the design engineers in the Village's engineering library of contractors selected as a result of a competitive bid process. K2M provided a cost proposal of $21,280.00 to develop the requested site plan, and the Village Manager entered into Work Authorization #2 under the existing CSA effective October 30, 2023. K2M is working on the plan. The scope includes a presentation to the Village Council where revisions to draft plans may be requested by the public.
- At its meeting on December 12, 2023, the Village Council clarified that its preference would be to suspend the work being done by K2M under Work Authorization #2, which specified the pickleball court area, and to have a full Founders Park Master Plan prepared, including the areas near Village Hall, and for the plan to consider future needs of the community and other program facilities that might be considered,
- On December 13, 2023, Village staff met with K2M staff to preview plans they had prepared for the pickleball court area. At the meeting, Village staff requested that K2M suspend its services under Work Authorization #2 and provide the Village with a cost quote to prepare a full Founders Park Master Plan.

Next Step(s): A cost proposal from K2M for the expanded services at a cost of $66,360.00 has been received. The proposal will be held pending the start of a permanent Village Manager. Village staff may subsequently seek guidance from the Village Council on whether the Village should amend Work Authorization No. 2 with K2M or whether the Council would like staff to issue a new RFQ for these services at a future meeting.

FIRE (FR)

#FR23-01
Request to Establish a Marine-Based Emergency Response Program and Acquire Vessel(s)

Date of direction: December 12, 2023
Responsible Party: Fire Chief

Direction: In response to a presentation by and request from the Fire Chief to establish a Marine-Based Emergency Response Program and potentially acquire two vessels (one short-term acquisition through acceptance of a donation and the second a long-term acquisition through use of legislative appropriation funding), the Council directed that the Fire Chief should return with more information regarding the vessel he would like the Village to accept as a donation from the Islamorada Firefighters Benevolent Association and more information on the costs associated with establishing and managing an ongoing program, including CBA implications.

Actions accomplished:

- The Fire Chief is gathering information for a presentation at the Village Council meeting on January 9, 2024.

Next Step(s): Presentation of information at the January 9, 2024, RVCM, and plans for updated information at the meeting on February 13, 2024.

COMPLETED

#VM23-1

Human Resources Assistant – FY 23-24 Position

Date of direction: September 19, 2023
Responsible Party: Reports to Human Resources Director
Direction: By inclusion in the FY 23-24 adopted budget, the Village Council authorized hiring for this position.
Actions accomplished:

- Position has beed filled.

~~**#VM23-2**~~

~~**Planning & Development Services Director – FY 23-24 Position**~~

~~**Date of direction:** September 19, 2023~~
~~**Responsible Party:** Reports to Village Manager~~
~~**Direction:** By inclusion in the FY 23-24 adopted budget, the Village Council authorized hiring for this position.~~
~~**Actions accomplished:**~~

- ~~At a Special Call meeting on January 22, 2024, the Village Council directed that funding for this position be used for an Assistant or Deputy Village Manager position.~~

~~**Next Step(s):** The FTE for this position will be eliminated, and this item will be removed from the After Action Report.~~

#VM23-3

Resiliency & Sustainability Planner – FY 23-24 Position

Date of direction: September 19, 2023
Responsible Party: Reports to Planning Director
Direction: By inclusion in the FY 23-24 adopted budget, the Village Council authorized hiring for this position.
Actions accomplished:

- Position has been filled.

#VM23-4

Facility & Grounds Maintenance Worker – FY 23-24 Position

Date of direction: September 19, 2023
Responsible Department/Party: Village Manager; Reports to Founders Park Director
Direction: By inclusion in the FY 23-24 adopted budget, the Village Council authorized hiring for this position.
Actions accomplished:

- Position has been filled.

#VM23-8

Explanation of Notification Process for use of Great Lawn by the Florida Keys Mosquito Control District (FKMCD)

Date of direction: December 12, 2023
Responsible Party: Village Manager

Direction: At its meeting on December 12, 2023, the Village Council approved an ILA with the FKMCD to allow the agency to utilize the Great Lawn at Founders Park periodically to refuel helicopters and reload them with product for dissemination via air. The Village Council further directed that staff should return with an explanation of the notification chain for use of the Great Lawn, including notices published on the Village's website and distributed via email and the GoGov application.

Actions accomplished:

- Village staff and FKMCD staff prepared a Memorandum of Understanding detailing the notification process.

Next Step(s): The MOU covering the notification process has been sent to the Village Council via email and will be followed by staff of both parties.

#VM23-10

Renewal of Attention Media Engagement

Date of direction: December 12, 2023
Responsible Party: Village Manager

Direction: At the RVCM on December 12, 2023, the Village Council directed that the Village Manager should revise the proposed agreement to engage Attention Media for social media outreach services in accordance with comments provided by the Council at that meeting and that the Manager should present a revised agreement at the January 9, 2024 meeting.

Actions accomplished:

- A revised agreement was drafted and included on the January 9, 2024 agenda. The item was removed from the agenda at the beginning of the meeting. Council agreed that the contract should continue on a month-to-month basis.

Next Step(s): On January 22, 2024, the Interim Village Manager provided required 10 days' notice that the Attention Media contract is terminated effective February 1, 2024. This item will be closed.

#PL23-08

Draft List of Village-Owned Properties Appropriate for Affordable Housing

Date of direction: November 9, 2023
Responsible Party: Planning and Development Services

Direction: For inventory list presented to the Village Council (Tab 1 of 11/9/23 agenda), the Council directed that the Village's biologist should review the properties on the list and identify those that contain high hammock and may be considered environmentally sensitive. The Council requested a short narrative on each property to include whether the property is on the bayside or oceanside with aerial photos of each lot with a street view, if possible. The Village Council also requested that

the Planning Department review the restrictions that may have been associated with lots donated to the Village for BPAS points.

Actions accomplished:

- Village Biologist has prepared a report on the habitats of the listed properties and presented it to the Village Council at its meeting on January 9, 2024. The Village Council agreed that the first four properties on the list were appropriate for affordable housing development.

Next Step(s): Completed

#VA23-3
Form 6 (Full and Public Disclosure of Financial Interests) Professional Fees

Date of direction: December 12, 2023
Responsible Party: Village Attorney

Direction: On December 12, 2023, the Village Council directed that the Village Attorney should research ethics attorneys that do not work for the Weiss, Serota law firm that the Village might engage to assist Village Council members and the Village Manager to prepare the Form 6 that will be required in 2024.

Actions accomplished:

- The Village Attorney and Interim Village Manager entered into a legal services agreement with Mark Herron of Messer Caparello, PA.

Next Step(s): TBD

ISLAMORADA, VILLAGE OF ISLANDS
Payments to Weiss Serota Helfman Cole Bierman, P. L.
FY 2023-2024

Dec23 Legal Services

File #	File Description	October	November	December	TOTAL
001	General	42,021.98	35,624.76	27,226.46	**104,873.20**
002	Labor	4,050.00	9,850.00	10,856.55	**24,756.55**
004	Village Clerk	125.00	-	450.00	**575.00**
005	Ethics	1,250.00	450.00	275.00	**1,975.00**
006	Litigation	-	1,600.00	125.00	**1,725.00**
006-1	Glynn 163 Challenge	18,652.28	8,595.34	678.06	**27,925.68**
006-2	Wells Fargo v Buzzell	50.00	-	-	**50.00**
006-3	Barley, Mary L.	12,400.00	9,190.36	2,400.00	**23,990.36**
006-7	Barley Code Appeal	-	-	475.00	**475.00**
008	Planning & Zoning	3,225.00	1,375.00	2,430.93	**7,030.93**
009	Public Works	150.00	575.00	-	**725.00**
010	Purchasing	-	150.00	475.00	**625.00**
011	Real Estate Matters	3,135.00	2,375.00	950.00	**6,460.00**
012	Code Enforcement	2,850.00	1,750.00	1,375.00	**5,975.00**
013	Land Use	2,125.00	6,025.00	5,675.00	**13,825.00**
014	Legislative Matters	-	375.00	925.00	**1,300.00**
021	Gulizio, Daniel	-	1,675.00	356.78	**2,031.78**
022	Glynn Settlement	-	-	1,175.00	**1,175.00**
023	Tassell Quit Claim	-	-	625.00	**625.00**
TOTAL to GL Acct #001-0200-514-31		**90,034.26**	**79,610.46**	**56,473.78**	**226,118.50**
003	Building Dept	-	-	100.00	**100.00**
Total to GL Acct #107-1000-524-31		**-**	**-**	**100.00**	**100.00**
019	Wastewater Audit	275.00	825.00	350.00	**1,450.00**
Total to GL Acct #402-1500-535-31		**275.00**	**825.00**	**350.00**	**1,450.00**
	TOTAL	***90,309.26***	***80,435.46***	***56,923.78***	***227,668.50***

ISLAMORADA, VILLAGE OF ISLANDS							*as of 2/6/2024*
FY 2023-2024 Council & Employee Travel							
From Date	***To Date***	***Traveler***	***Department***	***Purpose of Travel***	***Location***	***Total Cost Estimate*** *(Registration Fee + Travel & Per Diem)*	***Use of Village Vehicle***
SCHEDULED							
5/18/2024	5/22/2024	M. McGrath	Clerk	Int'l Institute of Municipal Clerks Conference	Alberta, Canada	$ 3,000.00	
4/1/2024	4/4/2024	J. Luna, M. DiRusso	Fire	ESO Training Academy	Austin, TX	$ 6,000.00	
2/21/2024	2/25/2024	S. Pollock, E. Medrano, M. Cemin, C. Orozco	Fire	Orlando Fire Conference	Orlando, FL	$ 2,620.00	x
2/20/2024	2/23/2024	M. Abukahok	Fire	Fire Service Hydraulics	Marathon, FL	$ -	x
COMPLETED							
1/28/2024	2/1/2024	B. Pinder	Council, Manager	Legislative Action Days	Tallahassee, FL	$ 3,000.00	
1/24/2024	1/27/2024	B. Pinder	Council	Everglades Coalition Conference	Melbourne, FL	$ 2,000.00	
1/24/2024	1/27/2024	M. Gregg, E. Jolin, J. Quick, J. Deboisbriand, K. Matthews	Council, Attorney, Planning, Manager	Florida Keys Day	Tallahassee, FL	$ 5,200.00	
1/21/2024	1/26/2024	P. Minning	Code	Legal Issues in Code Enforcement	W Palm Bch, FL	$ 1,665.00	x
1/9/2024	1/10/2024	J. Bryant	Fire	Pluxmex 24 Field Drill	W Palm Bch, FL	$ -	
1/7/2024	1/12/2024	M. Cortina, A. Alonso	Fire	Fire Inspector Codes & Standards	Fort Myers, FL	$ 1,900.00	
12/7/2023	12/8/2023	M. McGrath	Clerk	FL Clerks Assoc. Prof. Education Committee Mtg.	Palm Shores, FL	$ 525.00	
11/28/2023	11/30/2023	B. Pinder	Council	FL League of Mayors Meeting	Orlando, FL	$ 1,500.00	
11/16/2023	11/17/2023	M. Gregg, E. Jolin, J. Deboisbriand, P. Frezza	Council, Planning, Manager	South Florida Climate Summit	Miami Beach, FL	$ 4,800.00	
11/16/2023	11/17/2023	G. Pena & J. Ware	Parks	Aquatic Facility Operator Course	Margate, FL	$ 1,200.00	
11/15/2023	11/17/2023	B. Pinder	Council	Mayors Summit Against Antisemitism	Fort Lauderdale, FL	$ 150.00	
11/1/2023	11/1/2023	J. Lyman	Fire	ISO Information Training Session	North Lauderdale, FL	$ 40.00	x
10/25/2023	10/27/2023	B. Pinder	Council	FL Redevelopment Association Conference	Ponte Vedra Bch, FL	$ 2,200.00	
10/22/2023	10/26/2023	M. McGrath	Clerk	FL Clerks Assoc. Fall Academy	Daytona Bch Sh, FL	$ 1,700.00	
10/17/2023	10/25/2023	S. McLaughlin	IT	CityView User Conference	Phoenix, AZ	$ 2,100.00	
10/17/2023	10/25/2023	E. Fraley	Building	CityView User Conference	Phoenix, AZ	$ 2,100.00	
10/17/2023	10/17/2023	P. Minning & G. Gonzalez	Code	Unlicensed Contractor Training	Miami, FL	$ -	x
10/15/2023	10/20/2023	H. Jenkins & K. Tarves	Finance	2023 FGFOA School of Government Finance	Fort Myers, FL	$ 1,800.00	x
10/10/2023	10/12/2023	C. Boggess, J. Burgos, J. Cortez, G. Rosenbrier	Wastewater	AIRVAC Training	Tampa, FL	$ 3,000.00	x
10/8/2023	10/12/2023	S. Pollack	Fire	Safety & Health Conference	Kissimmee, FL	$ 920.00	x
10/4/2023	10/6/2023	T. Abel	Fire	Local Volunteer & Donations Mgmt	Fort Myers, FL	$ 340.00	x