



Islamorada, Village of Islands

REGULAR VILLAGE COUNCIL MEETING

April 9, 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. Legislative Session Wrap-up by GrayRobinson - TAB 1**
- 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 about Exploring Possible Sister City Partnership (Mayor Pinder) - TAB 2**
- VII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS**
 - A. BPAS & County ROGO Update and Request for Council Direction- TAB 3**
 - B. Guidelines for Reservation of Affordable Allocations - TAB 4**
 - C. Discussion of Relocating Public Works Materials and Machinery from Founders Park**
- VIII. CONSENT AGENDA**
 - A. Regular Village Council Meeting Minutes: March 12, 2024 and March 14, 2024 - TAB 5 (Marne McGrath, Village Clerk)**
 - B. Resolution Approving Work Authorization No. 3 with Avalon Gardens Inc. for Completion of a Planting Project - TAB 6 (Peter Frezza, Environmental Resources Manager)**

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 3 WITH AVALON GARDENS, INC., FOR COMPLETION OF A PLANTING PROJECT AT FOUNDERS PARK AND WITHIN THE VILLAGE RIGHT-OF-WAY AT MM 87; 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

- C. Resolution Approving Work Authorization No. 2 with Stantec Consulting Services, Inc. for Invasive Plant Management Services - **TAB 7** (Peter Frezza, Environmental Resources Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 2 WITH STANTEC CONSULTING SERVICES, INC., FOR INVASIVE PLANT MANAGEMENT SERVICES; 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 WORK AUTHORIZATION NO.2; AND PROVIDING FOR AN EFFECTIVE DATE

- D. Resolution Approving Work Authorization No. 7 with CPH, LLC for Founders Park Breakwater Restoration Post-Permit Compliance Monitoring & Reporting - **TAB 8** (Peter Frezza, Environmental Resources Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 7 WITH CPH LLC FOR FOUNDERS PARK BREAKWATER RESTORATION POST-PERMIT COMPLIANCE MONITORING & REPORTING; 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

- E. Resolution Approving Recommendation and Agreement for South Gardenia Street Vacuum Main Improvements - **TAB 9** (A.J. Engelmeyer, Public Works Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING THE SELECTION AND RECOMMENDATION OF THE RFQ 24-05 EVALUATION COMMITTEE FOR PROFESSIONAL CONTRACTOR SERVICES FOR THE SOUTH GARDENIA STREET VACUUM SEWER MAIN

IMPROVEMENTS PROJECT; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE PROJECT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

IX. RESOLUTIONS

X. ORDINANCES

- A. Ordinance Amending Section 2-236, Purchasing - Second Reading - TAB 10** (John Quick, Interim Village Attorney)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION", ARTICLE 2-IV "FINANCE", DIVISION 2-IV-2 "PURCHASING", AMENDING SECTION 2-236 "AUTHORITY OF VILLAGE MANAGER" TO UPDATE THE SIGNING AUTHORITY OF CHECKS; AMENDING SECTION 2-237 "GUIDELINES" TO PROVIDE FOR INCREASED AMOUNTS IN PURCHASING AUTHORITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE

- B. Ordinance Calling for a Referendum to Establish 4-year Staggered Council Member Terms - Second Reading - TAB 11** (John Quick, Interim Village Attorney)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CALLING FOR A REFERENDUM VOTE TO BE HELD WITH THE GENERAL ELECTION ON TUESDAY, NOVEMBER 5, 2024; PROVIDING FOR SUBMISSION TO THE ELECTORS OF A PROPOSED AMENDMENT TO THE VILLAGE CHARTER PERTAINING TO TERMS OF OFFICE, LENGTH OF TERMS, AND STAGGERING OF TERMS; 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

XI. QUASI-JUDICIAL

- A. Ordinance Amendment Considering the Request of Windley Cove, LLC. to Amend the Future Land Use Map of Parcel 00405350-000000 - First Reading - TAB 12** (Jennifer DeBoisbriand , Planning Director)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF WINDLEY COVE, LLC, TO AMEND THE VILLAGE'S FUTURE LAND USE MAP

FROM RESIDENTIAL MEDIUM (RM) TO MIXED USE (MU) FOR THE SUBJECT PROPERTY, LOCATED ON WINDLEY KEY, WITH REAL ESTATE NUMBER 00405350-000000, AS LEGALLY DESCRIBED HEREIN AND TO ALLOW THE PARCEL TO BE INCLUDED IN POLICY 1-2.11.3:WINDLEY KEY MIXED USE AREA 1; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.

- B. Ordinance Amendment Considering the Request of Windley Cove, LLC. to Amend the Zoning Map of Parcel 00405350-000000 - **First Reading - TAB 13** (Jennifer DeBoisbriand , Planning Director)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF WINDLEY COVE, LLC, TO AMEND THE OFFICIAL ZONING MAP FROM RESIDENTIAL SINGLE FAMILY (R-1) TO HIGHWAY COMMERCIAL (HC) FOR THE SUBJECT PROPERTY, LOCATED ON WINDLEY KEY, WITH REAL ESTATE NUMBER 00405350-000000, AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.

- C. Ordinance Amendment Considering the Request of Windley Isles, LLC to Amend the Future Land Use Map of Parcel 00405360-000000 - **First Reading - TAB 14** (Jennifer DeBoisbriand , Planning Director)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF WINDLEY ISLES, LLC, TO AMEND THE VILLAGE'S FUTURE LAND USE MAP FROM RESIDENTIAL MEDIUM (RM) TO MIXED USE (MU) FOR THE SUBJECT PROPERTY, LOCATED ON WINDLEY KEY, WITH REAL ESTATE NUMBER 00405360-000000, AS LEGALLY DESCRIBED HEREIN AND TO ALLOW THE PARCEL TO BE INCLUDED IN POLICY 1-2.11.3:WINDLEY KEY MIXED USE AREA 1; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.

- D. Ordinance Amendment Considering the Request of Windley Isles, LLC to Amend the Zoning Map of Parcel 00405360-000000 - **First Reading - TAB 15** (Jennifer DeBoisbriand , Planning Director)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF WINDLEY ISLES, LLC, TO AMEND THE OFFICIAL ZONING MAP FROM RESIDENTIAL SINGLE FAMILY (R-1) TO HIGHWAY COMMERCIAL (HC) FOR THE SUBJECT PROPERTY, LOCATED ON WINDLEY KEY, WITH REAL ESTATE NUMBER 00405360-000000, AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.

XII. SUPPLEMENTARY REPORTS

A. After-Action Report - TAB 16

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: Marne McGrath, Village Clerk
Date: April 9, 2024
SUBJECT: Legislative Session Wrap-up by GrayRobinson - TAB 1

Background:

Village Lobbyist GrayRobinson will present a wrap-up of the recent Legislative Session via Zoom.

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: 1. 2024 Legislative Session Summary - Village of Islamorada

GRAYROBINSON



VILLAGE OF ISLAMORADA

2024 Legislative Session Final Report

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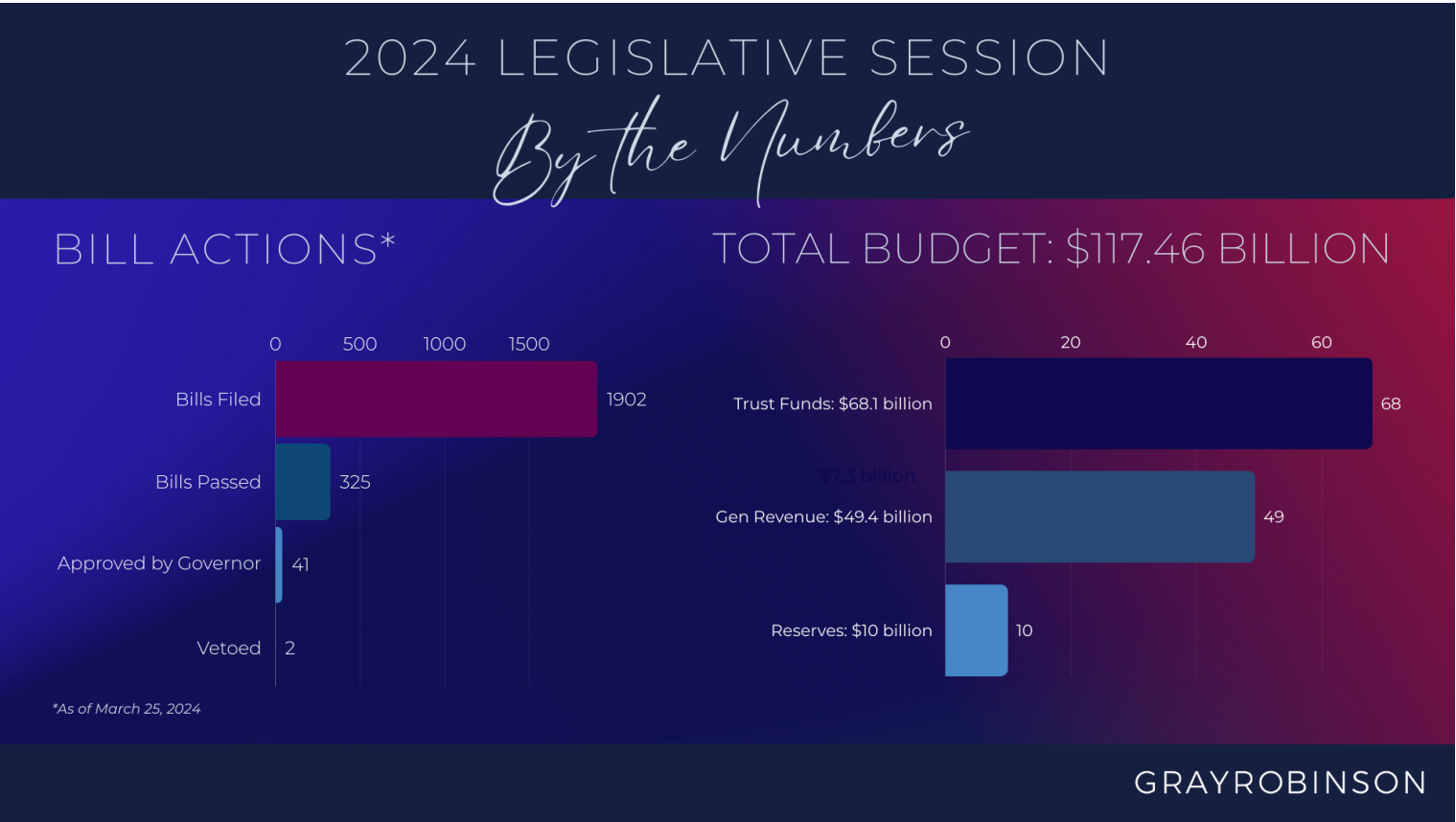
TABLE OF CONTENTS

BUDGET _____	2
2024 Florida Legislative Session by the Numbers _____	2
VILLAGE OF ISLAMORADA PROJECT _____	5
LEGISLATION _____	6
General Government/Taxation: PASSED _____	6
General Government/Taxation: FAILED _____	22
Agriculture and Environment: PASSED _____	34
Agriculture and Environment: FAILED _____	38
Transportation: PASSED _____	44
Transportation: FAILED _____	45
Economic Development: PASSED _____	48
Economic Development: FAILED _____	49
Health and Human Services: PASSED _____	49
Health and Human Services: FAILED _____	50
Education: PASSED _____	51
Education: FAILED _____	52

**Please Note: The General Appropriations Act, HB 5001, has not been signed by Governor DeSantis, and individual projects can be vetoed. We will continue to work with the Governor's office to ensure final approval of the projects.*

BUDGET

HB 5001, General Appropriations Act



THE HIGHLIGHTS

\$46.5 BILLION

*Health and
Human Services*



SB 7016 - LIVE HEALTHY INITIATIVE \$717.1 MILLION

- Medicaid Provider Rate Increases - **\$245.7 million**
- Increasing Graduate Medical Education Residence Slots - **\$150 million**
- Statewide Expansion of the Telehealth Minority Maternity Care Program - **\$23.4 million**
- Florida Reimbursement Assistance for Medical and Dental Education - **\$38 million**

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THE HIGHLIGHTS



*Criminal and
Civil Justice*

\$7.3 BILLION

- Correctional Facilities Capital Improvement - **\$100 million**
- Forensic Backlog Reduction - **\$1.3 million**
- Purchase of Body Armor for Local Law Enforcement - **\$2 million**

\$30.1 BILLION

- State University System **\$6.8 billion**
- Florida College System **\$2.4 billion**
- Public Schools/K12 FEFP **\$28.4 billion**
- Early Learning Services **\$1.7 billion**

Education



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THE HIGHLIGHTS

\$20.4 BILLION

SB 328 - FLORIDA HOMETOWN HERO PROGRAM - \$100 MILLION

Department of Commerce

- Law Enforcement Recruitment Bonus Program - **\$17 million**
- Florida Job Growth Grant Funding - **\$75 million**
- Fully funds Live Local
 - State Housing Initiatives Partnership (SHIP) Program - **\$174 million**
 - Affordable Housing (SAIL) Program - **\$84 million**
- VISIT FLORIDA - **\$80 million**

Department of Transportation

- Transportation Work Program - **\$13.98 billion**
- Transportation Disadvantaged - **\$3 million**

*Transportation,
Tourism & Economic
Development*



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THE HIGHLIGHTS

\$9.9 BILLION

SB 1638 – ENVIRONMENTAL RESOURCE MANAGEMENT

- Land Acquisition - **\$100 million**
- Land Management - **\$100 million**
- Resilient Florida Grant Program - **\$100 million**
- Water Quality Grant Program - **\$79 million**

- Rural and Family Lands Protection Program - **\$100 million**
- Wastewater Grant Program - **\$135 million**
- Indian River Lagoon WQI - **\$75 million**
- Florida Keys Area of Critical State Concern - **\$20 million**
- Florida Communities Trust (FCT) - **\$15 million**
- Water projects - **\$410.4 million**

FLORIDA FOREVER PROGRAMS AND LAND ACQUISITION - \$528.6 MILLION

- Division of State Lands - **\$100 million**
- Florida Recreational Development Assistance Grants - **\$14.3 million**

*Agriculture,
Environment &
General Government*



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VILLAGE OF ISLAMORADA PROJECT

ISLAMORADA FIRE RESCUE MARINE EMERGENCY RESPONSE VESSEL

HB 5001, specific appropriation 2489A

Funded at \$300,000

Sponsored by Representative Melo and Senator Rodriguez

LEGISLATION

General Government/Taxation: PASSED



ONLINE ACCESS TO MATERIALS HARMFUL TO MINORS - HB 3 (TRAMONT)

Passed the legislature with concurred amendments; has not yet been sent to the Governor.

Related to social media platforms that use certain addictive features that have a certain number of daily active users younger than 16 years of age who spend 2 hours or more on the platform a day, the bill requires such platforms to:

- For minors under 14 years of age:
 - Prohibit such a minor from entering into a contract with the platform to become an account holder.
 - Terminate any existing account that the platform knows or has reason to believe is held by an account holder younger than 14 years of age.
- For minors 14 or 15 years of age:
 - Prohibit such a minor from entering into a contract with a platform to become an account holder unless there is parental consent.
 - Terminate any existing account that the platform knows or has reason to believe is held by an account holder 14 or 15 years of age unless there is parental consent.
 - However, if a court enjoins the provisions requiring parental consent for accounts for minors 14 or 15 years of age, the bill severs such provisions and instead requires a prohibition on such accounts and termination of any such existing account, regardless of parental consent.
- Allow an account holder younger than 16 years of age or a confirmed parent or guardian of such an account holder to request to terminate the account.
- Permanently delete all personal information held by the social media platform relating to a terminated account unless there are legal requirements to maintain such information.

The bill requires a commercial entity that knowingly and intentionally publishes or distributes material harmful to minors on a website or application if the website or application contains a substantial portion of material harmful to minors, to verify that the age of a person attempting to access the material is 18 years of age or older and prevent access to the material by a person younger than 18 years of age. Commercial entities must use either an anonymous method performed by a third party or a standard method chosen by the entity to verify age.

The bill provides that if a social media platform or a commercial entity violates the applicable requirements for certain minor users, it is actionable under the Florida Deceptive and Unfair Trade Practice Act solely by the Department of Legal Affairs. The bill also provides a private cause of action against a social media platform and a commercial entity.



EMPLOYMENT AND CURFEW OF MINORS - HB 49 (CHANEY)

Passed the legislature; has not yet been sent to the Governor.

The bill makes the following changes to hours and timeframes relating to the employment of minors:

- Clarifies that minors 15 years old or younger may not work more than 15 hours in any one week when school is in session.

- Provides that minors 16 and 17 years old:
 - May only work between 6:30 a.m. and 11 p.m. when school is scheduled the following day.
 - May not work for more than 8 hours on any one day when school is scheduled the following day, except when the day of work is on a holiday or Sunday.
 - May work for more than 30 hours per week when the minor's parent or custodian, the school superintendent, or his or her designee waives the limitation on a form prescribed by DBPR and provided to the minor's employer.
- Provides that minors 15 years of age or younger, instead of 17 years of age or younger, may not work more than:
 - 6 consecutive days in any one week.
 - 4 hours continuously without an interval of at least 30 minutes for a meal period.
- Provides that minors 16 and 17 years of age who work for 8 hours or more in any one day may not work for more than 4 hours continuously without an interval of at least 30 minutes for a meal period.
- Provides that the work restrictions do not apply to:
 - Minors enrolled in an educational institution who qualify on a hardship basis.
 - Minors 16 and 17 years old who are in a home education program or are enrolled in an approved virtual instruction program in which the minor is separated from the teacher by time only.
 - Minors in domestic service in private homes or employed by their parents.
- Clarifies that the DBPR is authorized to grant a waiver of these restrictions.
- Clarifies that an employer who requires, schedules, or otherwise causes a minor to be employed, permitted, or suffered to work in violation of these provisions commits a violation of the law, punishable as provided in s. 450.141, F.S.

**IMPEDING, THREATENING, OR HARASSING FIRST RESPONDERS – SB 184 (AVILA)**

Passed the legislature; has not yet been sent to the Governor.

The bill creates a new statute that criminalizes approaching first responders with specified intent after being warned not to.

- Defines "first responder" to include law enforcement officers, correctional probation officers, firefighters, and emergency medical care providers.
- Defines "harass" as intentionally causing substantial emotional distress to a first responder without a legitimate purpose.
- Prohibits individuals from knowingly and willfully approaching or remaining within 25 feet of a first responder after a verbal warning with the intent to impede, threaten physical harm, or harass.
- Establishes violations of this prohibition as a misdemeanor of the second degree, subject to applicable penalties.

**PUBLIC RECORDS/COUNTY AND CITY ATTORNEYS - HB 103 (ARRINGTON)**

Passed the legislature; has not yet been sent to the Governor.

Provides an exemption from public records requirements for the personal identifying and location information of current county attorneys, assistant county attorneys, deputy county attorneys, city attorneys, assistant city attorneys, and deputy city attorneys. As well as the names, personal identity, and location information of spouses

and children of such attorneys. Provides for future legislative review and repeal. Includes a provision detailing that this exemption does not apply to individuals who qualify as candidates for election to public office.

**TAX COLLECTIONS AND SALES - HB 113 (MONEY)**

Passed the legislature; has not yet been sent to the Governor.

The bill revises tax collections and sales processes, focusing on processing fees, report content changes, and tax deed application interest calculations. It eliminates a \$10 processing fee for each partial payment of current year taxes; updates requirements for the Errors and Insolvencies report to include federal bankruptcies, properties with taxes below the minimum tax bill, and properties available for taxes, while specifying the report may be electronic, and adjusts the interest calculation for canceled tax deed applications to reflect the original bid rate of the tax certificate, including all tax years paid and associated costs.

**CONTINUING CONTRACTS - HB 149 (ALVAREZ)**

Passed the legislature; has not yet been sent to the Governor.

Raises the maximum estimated construction cost for projects under a continuing contract covered by the CCNA from \$4 million to \$7.5 million. Requires the Department of Management Services to adjust this maximum amount annually starting July 1, 2025, based on the change in the June-to-June Consumer Price Index for all Urban Consumers issued by the Bureau of Labor Statistics of the United States Department of Labor. Amends the definition of "continuing contract" to include the updated maximum dollar value and the requirement for annual adjustments and publication.

**FLORIDA RETIREMENT SYSTEM - HB 151 (CABRERA)**

Passed the legislature by Conference; has not yet been sent to the Governor.

Authorizes certain retirees to be reemployed while still receiving retirement benefits, with restrictions.

- Allows retirees of the Florida Retirement System to be employed by non-participating employers without affecting their retirement benefits.
- Requires a 6 or 12-month waiting period before retirees can receive both a salary and retirement benefits from participating employers, depending on the retirement or termination date.
- Stipulates that reemployed retirees cannot renew membership in the Florida Retirement System but must instead pay into it as if they were employers.
- Exempts retirees reemployed as school resource officers from the waiting period to receive both a salary and retirement benefits.
- Prohibits new participants in the Florida Retirement System Preservation of Benefits Plan from July 1, 2026.
- Adjusts employer contribution rates to the Florida Retirement System to address unfunded actuarial liabilities.
- Aligns provisions with changes by conforming cross-references and adjusting reemployment policies.

**TOWING AND STORAGE - HB 179 (BELL)**

Passed the legislature; has not yet been sent to the Governor.

The bill makes the following changes to the laws relating to towing-storage operators:

- Requires counties, cities, and the Florida Highway Patrol (FHP) to post their respective maximum towing and storage rates online and to establish a process for investigating and resolving complaints regarding fees charged in excess of such rates.

- Specifies the existing fees that a towing-storage operator may charge for specified services.
- Clarifies when the process provided in current law for law enforcement's search for information on a towed vehicle or vessel may be utilized.
- Modifies timelines relating to the sending of a notice of lien by a towing-storage operator.
- Increases the minimum number of days that must pass before an unclaimed newer model vehicle or vessel may be sold.
- Lowers the number of days over which a towing-storage operator may not charge a person for storage if the towing-storage operator failed to provide notice to a lender or other lienholder on a vehicle or vessel.
- Specifies documents that may be presented as evidence of a person's interest in a vehicle or vessel.
- Amends provisions relating to inspection or release of a vehicle, vessel, or personal property.
- Amends provisions relating to challenging a wrongful taking or withholding of a vehicle or vessel and relating to posting a bond for the release of the vehicle or vessel.
- Increases the minimum number of days that must pass from the notice of the public sale to the date of the public sale.
- Replaces the requirement that notice of the public sale be made in a newspaper of general circulation with the requirement that notice of the public sale be made on the publicly available website maintained by an approved third-party service.
- Requires a towing-storage operator to accept specified forms of payment methods.
- Provides requirements for a towing-storage operator's record retention, rate sheet, and itemized invoice.
- Authorizes a towing-storage operator to enter a vehicle or vessel for purposes of recovering, removing, or storing such vehicle or vessel.
- Prohibits FHP from excluding a wrecker operator from the wrecker operator system based solely on a prior felony conviction unless such conviction is for a forcible felony, for theft of a motor vehicle, or is related to operating a chop shop.
- Requires an investigating agency or other specified persons to take possession within 30 days of a vehicle stored at a wrecker operator's facility.

**BUILDING REGULATIONS - HB 267 (ESPOSITO)**

Passed the legislature; has not yet been sent to the Governor.

A bill relating to easing regulations and timelines for building permit applications and inspections and revises requirements for certification as a building code inspector or plans examiner:

- Requires a local government to approve, approve with conditions, or deny a complete and sufficient permit application within the following timeframes:
 - 30 business days for applicants using local government review for certain structures less than 7,500 square feet, previously set at 120 days.
 - 60 days for the following applicants using local government review, previously set at 120 days:
 - Certain structures more than 7,500 square feet
 - Signs
 - Nonresidential buildings that are less than 25,000 square feet
 - Multifamily residential, not exceeding 50 units
 - Site-plan approvals and subdivision plats not requiring public hearing or notice
 - Lot grading and site alteration

- 12 business days for applicants for a permit under an already-approved master plan permit, currently dependent on the local program, or 30 days for single-family residential dwellings.
- 10 business days for applicants for a single-family residential dwelling for a property owner who participates in a Community Development Block Grant–Disaster Recovery program, previously set at 15 days.
- 10 business days for applicants using an engineer or architect private provider who affixes his or her professional seal, previously set at 120 days.
- Requires a local government to determine if a building permit application is complete within 5 business days of receiving the application, previously set at 10 days.
- Provides an exception to the fee reduction provision when a delay is caused by the applicant, by a force majeure, or other extraordinary circumstance.
- Requires local governments to create auditing standards for private providers before performing an audit of a private provider.
- Requires the Florida Building Commission (Commission) to provide an exception relating to sealed drawings for replacement windows, doors, and garages for one-family and two-family homes.
- Provides that completing an internship program for residential building inspectors is a pathway to licensure as a residential building inspector.
- Provides that the Commission must review certain standards for unvented attics before December 31, 2024, and that certain standards will be effectively related to such attics on July 1, 2025.

**INTENTIONAL DAMAGE TO CRITICAL INFRASTRUCTURE – HB 275 (CANADY)**

Passed the legislature; has not yet been sent to the Governor.

Introduces penalties for tampering with, trespassing on, and unauthorized electronic access to critical infrastructure. Defines "critical infrastructure" as various significant assets and facilities, including energy, manufacturing, communications, and transportation infrastructures, among others. Establishes a second-degree felony charge for knowingly and intentionally tampering with critical infrastructure resulting in damage or functional impairment that incurs a repair cost of \$200 or more. Holds individuals civilly liable for thrice the damage caused by improper tampering with critical infrastructure upon conviction of the specified violation. Institutes a third-degree felony charge for trespassing on critical infrastructure after being given notice against entering or remaining. Criminalizes unauthorized electronic access or tampering with computers, systems, or networks of critical infrastructure entities, categorizing unauthorized access as a third-degree felony and tampering as a second-degree felony.

**VACATION RENTALS – SB 280 (DICEGLIE)**

Passed the legislature; has not yet been sent to the Governor.

Implements new regulations for vacation rentals, including tax collection by advertising platforms and local licensing requirements. Requires advertising platforms or operators listing vacation rentals to collect and remit specified taxes for certain transactions. Defines "advertising platform" and sets mandates for displaying license and registration numbers in advertisements. Preempts the regulation of advertising platforms to the state, authorizes local governments to adopt registration programs for vacation rentals, and outlines registration processes and requirements. Establishes criteria for local governments to fine, suspend, or revoke vacation rental registrations for non-compliance. Mandates visibility of vacation rental licenses and unique identifiers within the rental properties. Stipulates that the division must create and maintain a vacation rental information system to facilitate compliance and provide a mechanism for local governments and platforms to verify vacation rental statuses.

**RELEASE OF BALLOONS – HB 321 (CHANEY)**

Passed the legislature; has not yet been sent to the Governor.

The bill revises the penalties for intentionally releasing balloons by specifying that a person commits littering if they intentionally release, organize the release of, or intentionally cause to be released balloons inflated with a gas that is lighter than air. Thus, the person is subject to the Florida Litter Law penalties. The bill specifies that a person who is six years of age or younger and who intentionally releases, organizes the release of, or intentionally causes the release of a balloon does not commit a noncriminal littering infraction and is not subject to penalties. The bill removes the exemption for balloons that have been determined by FWC rules to be biodegradable or photodegradable. The bill also removes the ability of a citizen of a county to petition a circuit court to enjoin the release of 10 or more balloons.

**AFFORDABLE HOUSING – SB 328 (CALATAYUD)**

Passed the legislature; has not yet been sent to the Governor

- Streamlines affordable housing development by amending various Florida statutes to provide more flexibility regarding zoning, density, and parking requirements for affordable housing projects.
- Authorizes multifamily and mixed-use residential developments in areas zoned for commercial, industrial, or mixed-use if at least 40 percent of units are affordable.
- Prohibits counties and municipalities from requiring zoning changes or land use amendments for such developments and from restricting the density, floor area ratio, or height of these developments below certain thresholds.
- Allows for administrative approval of developments meeting affordability and zoning criteria, except when located near military installations.
- Requires counties and municipalities to maintain a policy for administrative approvals on their websites and to consider reducing or eliminating parking requirements for developments near major transportation hubs or within transit-oriented developments.
- Mandates mixed-use residential developments within designated transit-oriented areas to comply with specific requirements, except for use, height, density, floor area ratio, and parking.
- Provides applicants with an opportunity to submit revised applications or notices to account for changes made by the act.
- Updates the definition of "newly constructed" for affordable housing property exemptions and revises criteria for multifamily projects to receive ad valorem property tax exemptions.
- Specifies conditions under which developments can be treated as conforming or nonconforming uses.
- Excludes certain airport-impacted areas from these provisions and revises the Florida Housing Finance Corporation's powers to preclude applicants from programs under certain conditions.
- Appropriates \$100 million to the State Housing Trust Fund for the Florida Hometown Hero Program.

**EMPLOYMENT REGULATIONS – HB 433 (ESPOSITO)**

Passed the legislature; has not yet been sent to the Governor.

Prohibits political subdivisions from enacting wage or employment benefit requirements beyond state or federal mandates.

- Specifically, the bill prohibits political subdivisions from:

- Requiring an employer, including an employer contracting with the political subdivision, to meet or provide heat exposure requirements not otherwise required under state or federal law.
 - Giving preference, or considering or seeking information, in a competitive solicitation to an employer based on the employer's heat exposure requirements.
 - Seeking to control or affect the wages or employment benefits provided by its vendors, contractors, service providers, or other parties doing business with it through its purchasing or contracting procedures.
 - Using evaluation factors, qualification of bidders, or otherwise awarding preferences on the basis of wages or employment benefits provided by its vendors, contractors, service providers, or other parties doing business with the political subdivision.
- The bill removes the ability of local governments to require a minimum wage for certain employees under the terms of a contract and provides that the bill's revisions to Florida's wage and employment benefits law do not impair any contract entered into before September 30, 2026.
 - The bill prohibits local governments from adopting or enforcing any ordinance, resolution, order, rule, policy, or contract requirement regulating scheduling, including predictive scheduling, by a private employer except as expressly authorized or required by state or federal law, rule, or regulation, or pursuant to federal grant requirements.

**ALTERNATIVE MOBILITY FUNDING SYSTEM – HB 479 (ROBINSON)**

Passed the legislature; has not yet been sent to the Governor.

- Amends Florida statutes to revise transportation and development funding systems, including impact fee calculations and requirements for alternative transportation systems.
- Adds definitions for "mobility fee" and "mobility plan" to emphasize a localized and plan-based approach for transportation system improvements.
- Requires local governments to allow developments to proceed after contributing or constructing their share of required improvements, considering the project's transportation impacts fully mitigated.
- Mandates local governments adopting alternative transportation systems to ensure new developments are not responsible for funding existing transportation deficiencies.
- Stipulates that counties and municipalities charging fees for transportation impacts on new developments must create and execute interlocal agreements detailing coordination and revenue distribution methods.
- Outlines requirements for impact fee calculations, ensuring they are based on the most recent and localized data, and mandates credits for prior contributions toward public facilities.
- Guarantees holders of impact fee credits full benefit of prepaid balances when local governments transition to alternative transportation systems.

**COMPLAINTS AGAINST LAW ENFORCEMENT AND CORRECTIONAL OFFICERS – HB 601 (DUGGAN)**

Passed the legislature; has not yet been sent to the Governor.

The bill amends s. 112.533, F.S., to provide that it is the intent of the Legislature to make the process for receiving, processing, and investigating complaints against law enforcement officers and correctional officers, and the rights and privileges provided to such officers while under investigation, apply uniformly throughout the state and its political subdivisions. The bill prohibits a political subdivision from adopting or attempting to enforce any ordinance related to:

- The receipt, processing, or investigation of complaints of misconduct by law enforcement officers or correctional officers, except as expressly provided in s. 112.533, F.S.; or
- Civilian oversight of law enforcement agencies' investigations of complaints of misconduct by law enforcement officers or correctional officers.

Under the bill, any COA that is currently performing such oversight functions related to the investigation of complaints of misconduct is prohibited from continuing to do so after July 1, 2024. The bill amends ss. 30.61 and 166.0486, F.S., to authorize a sheriff or a chief of a municipal police department, respectively, to establish a civilian oversight board to review the policies and procedures of his or her office or department and its subdivisions. The bill requires such a civilian oversight board to be composed of at least three and up to seven members appointed by the sheriff or chief of police, one of which must be a retired law enforcement officer. The bill amends s. 145.071, F.S., to increase the base salary for each county sheriff by \$5,000.

**PROPERTY RIGHTS - HB 621 (STEELE)**

Passed the legislature; has not yet been sent to the Governor.

The bill creates s. 82.036, F.S., to create a limited process for the removal of unauthorized persons from residential real property. Under this new process, a property owner or his or her authorized agent may file a verified complaint with the sheriff in the county in which the property is located for the immediate removal of such unauthorized persons. Upon verification of the identity of the person filing the complaint and verification of the person's right to possess the real property, the sheriff must serve notice to the unlawful occupants to immediately vacate the property. The bill allows the sheriff to charge a fee for this service as well as a reasonable hourly rate if the property owner requests the sheriff's assistance in keeping the peace while changing the locks and removing the unlawful occupant's personal property from the residence.

The bill provides immunity from liability to the sheriff for any loss, destruction, or damage to property. Further, the bill provides the lawful property owner immunity from liability for any loss, destruction, or damage to personal property unless the removal was wrongful. The bill creates a civil cause of action for wrongful removal and authorizes a wrongfully removed party to collect damages, court costs, and attorney fees, where appropriate. The bill also creates the following crimes:

- Unlawfully detaining or trespassing upon a residential dwelling and intentionally causing at least \$1,000 in damage to such dwelling is a second-degree felony.
- Using a false document purporting to be a valid lease or deed is a first-degree misdemeanor.
- Fraudulently listing for sale, renting, or leasing residential property without possessing an ownership right to or leasehold interest in the property is a first-degree felony.

**UNITED STATES PRODUCED IRON AND STEEL – SB 674 (BOYD)**

Passed the legislature; has not yet been sent to the Governor.

Mandates the inclusion of United States-produced iron and steel in public works projects with specific exceptions.

- Defines key terms including "governmental entity," "iron or steel product," "manufacturing process," "produced in the United States," and "public works project."
- Requires contracts for public works projects to ensure any iron or steel products used are produced in the United States.

- Allows exemptions if U.S.-produced iron or steel is not sufficiently available, would increase project costs by over 20%, or if adherence to this requirement is against the public interest.
- Authorizes minimal use of foreign steel and iron materials under certain conditions where the cost does not exceed one-tenth of 1 percent of the total contract cost or \$2,500, whichever is greater.
- Exempts electrical components and related equipment from the U.S.-produced iron and steel requirement.
- Ensures compatibility with international agreements.
- Charges the Department of Management Services with developing implementation rules.
- Specifies non-applicability to Department of Transportation contracts subject to Buy America requirements.

**EXPEDITED APPROVAL OF RESIDENTIAL BUILDING PERMITS – SB 812 (INGOGLIA)**

Passed the legislature; has not yet been sent to the Governor.

Streamlines the process for issuing residential building permits in Florida, aiming to expedite building permit approvals before a final plat is recorded.

- Mandates local governing bodies to implement a program to accelerate residential building permit issuance, with a requirement to issue up to 50% of requested permits by October 1, 2024, and up to 75% by December 31, 2027.
- Specifies that the accelerated process should include a two-step application for preliminary plat adoption and a master building permit process valid for up to three years.
- Allows applicants to employ private providers to hasten the building permit application process upon preliminary plat approval.
- Instructs local governments to create a registry of at least three qualified contractors for application review, ensuring contractors do not have conflicts of interest with applicants.
- Permits local governments to issue addresses and temporary parcel IDs based on application plat metes and bounds.
- Clarifies conditions under which building permits must be issued and establishes an applicant's right to sell residential structures before final plat approval and recording.
- Protects applicants' vested rights to an approved preliminary plat, prohibiting substantive changes without consent.
- Requires applicants to indemnify local governments, their bodies, employees, and agents from liabilities relating to the construction within the residential subdivision or community.

**PUBLIC WORKS PROJECTS – HB 705 (SHOAF)**

Passed the legislature; has not yet been sent to the Governor.

Expands the definition of "public works project" and revises the applicability of prohibitions on restrictive bidding practices by the state or its political subdivisions.

- Defines "public works project" as an activity paid for with local or state funds involving construction, maintenance, or improvement of various facilities owned by any political subdivision.
- Excludes services incidental to the public works project, such as security, janitorial, landscaping, maintenance, transportation services, and others that do not require a construction contracting license from the definition of "public works project."

- Prohibits the state or political subdivisions from preventing a contractor from participating in the bidding process based on geographic location, with an exception for projects solely funded by a county or municipality.

**UNSOLICITED PROPOSALS FOR PUBLIC-PRIVATE PARTNERSHIPS – HB 781 (CLEMONS)**

Passed the legislature; has not yet been sent to the Governor.

The bill authorizes a responsible public entity (RPE) to proceed with an unsolicited proposal for a qualifying project without engaging in a public bidding process. To do so, an RPE must hold an initial duly noticed public meeting at which the proposal is presented and affected public entities and members of the public are able to provide comment. The RPE then must hold a second duly noticed public meeting at which the RPE determines that the proposal is in the public's interest based on specified factors.

The bill provides that an RPE is authorized, but no longer required, to publish notice in the Florida Administrative Register (FAR) and a newspaper of general circulation and mail a copy to each affected local government in the affected area if the RPE intends to execute a comprehensive agreement for a project arising from an unsolicited proposal. If the RPE decides to proceed with an unsolicited proposal without engaging in the public bidding process, the RPE must publish a report that provides the public interest determination and specifically detailed information in the FAR for at least seven days.

The bill no longer requires the RPE to determine that an unsolicited proposed project will be owned by the RPE. The RPE will only be required to determine whether the proposed project is in the public's best interest or will be conveyed to the RPE upon completion and payment if the proposal is solicited.

**HOUSING FOR AGRICULTURAL WORKERS - SB 1082 (COLLINS)**

Passed the legislature; has not yet been sent to the Governor.

Amends Florida Statutes, defining "housing site" and "legally verified agricultural worker," and setting rules for agricultural worker housing construction on bona fide farm agricultural land.

- Defines "housing site" to include living quarters, parking, common areas, and related structures.
- Defines "legally verified agricultural worker" based on lawful presence in the U.S., verified work authorization, agricultural employment, and continued lawful presence.
- Prohibits governmental entities from inhibiting the construction of housing for legally verified agricultural workers on agricultural land while allowing local governments to adopt less restrictive land regulations.
- Requires housing units to meet various criteria, including building standards, safety, and maintenance standards, spacing, size limitations, and landscaping or screening requirements.
- Mandates local ordinances comply with state and federal regulations for migrant farmworker housing.
- Requires property owners to maintain permit records for at least three years and specifies conditions under which housing units must be suspended or removed.
- Exempts existing housing sites in use before July 1, 2024, from new requirements unless they are enlarged or renovated but require regular maintenance and health, safety, and habitability standards compliance.

**INACTIVE SPECIAL DISTRICTS – HB 7011 (LOCAL ADMIN., FEDERAL AFFAIRS & SPECIAL DISTRICTS SUBCOMMITTEE)**

Passed the legislature; has not yet been sent to the Governor.

Dissolves certain inactive special districts in Florida and repeals their enabling laws, including the Sunny Isles Reclamation and Water Control Board.

- Dissolves the Calhoun County Transportation Authority and repeals Chapter 76-341, Laws of Florida.
- Dissolves the Dead Lakes Water Management District and repeals Chapter 57-1115, Laws of Florida.
- Dissolves the Highland View Water and Sewer District and repeals Chapters 61-2212 and 85-417, Laws of Florida.
- Dissolves the West Orange Airport Authority and repeals Chapters 99-482 and 2007-305, Laws of Florida.
- Repeals Decree 66C-7402, dissolving the Sunny Isles Reclamation and Water Control Board, notwithstanding section 189.072(3), Florida Statutes.

**SPECIAL DISTRICTS – HB 7013 (LOCAL ADMIN., FEDERAL AFFAIRS & SPECIAL DISTRICTS SUBCOMMITTEE)**

Passed the legislature; has not yet been sent to the Governor.

Restricts the formation of new neighborhood improvement districts and sets term limits for members of independent special district governing bodies.

- Prohibits the creation of new safe neighborhood improvement districts after July 1, 2024, allowing existing ones to continue operating.
- Limits the term of office for elected members of independent special district governing bodies to no more than 12 consecutive years, exempting community development districts established under chapter 190 or districts created by a special act granting additional powers.
- Mandates that independent special districts' boundaries can only be changed by general law or special act, with an exception for those established under chapter 190.
- Introduces additional criteria for declaring a special district inactive, including lack of financial activity for five years and mandates providing notice and a 30-day objection period before declaring a district inactive.
- Requires special districts to establish and publish annual performance measures and mandates the Office of Program Policy Analysis and Government Accountability to conduct performance reviews.
- Mandates independent special fire control districts to annually report firefighter training and certification to the Division of State Fire Marshal.
- Specifies that mosquito control district boundaries can only be altered by a special act and lowers the maximum millage rate for such districts with an option for an increase upon voter approval.
- Obliges special districts to file tentative work plans and budgets, with the Department of Agriculture and Consumer Services reporting failures to submit required information to the Department of Commerce.

**MITIGATION - SB 1532 (BRODEUR)**

Passed the legislature; has not yet been sent to the Governor.

The bill revises the framework for water quality enhancement and mitigation banking in Florida by updating definitions, requirements, and processes.

- Redefines "applicant" to include both governmental and private entities purchasing water quality enhancement credits

- expands the purposes for which water quality enhancement credits can be sold and used to include not only meeting state water quality standards but also environmental resource permit performance standards
- clarifies that water management districts and the Department of Environmental Protection must authorize the sale and use of water quality enhancement credits
- establishes conditions under which basins are considered credit-deficient and outlines measures for establishing mitigation banks on lands owned by local governments in such basins
- prohibits the use of public funds for certain financial assurances related to the establishment and long-term management of mitigation banks.

It also sets requirements for determining the amount of credits awarded to these mitigation banks, ensuring they don't receive undue advantages based on location; confirms credit deficiency at the time a use agreement for a mitigation bank is executed, allowing applications to proceed even if the deficiency is later relieved; and authorizes the department to coordinate with water management districts to adopt rules for the implementation of these provisions.

**CLERKS OF COURT – HB 1077 (BOTANA)**

Passed the legislature; has not yet been sent to the Governor.

The bill amends a number of statutes that increase revenue for clerks through the redistribution of specified service charges and fees. Specifically, the bill:

- Revises the remittance of money recovered by state attorneys into specific trust funds.
- Updates the fund into which certain payments received by public defenders or regional counsels must be deposited.
- Revises the entity funding the capital collateral regional counsel.
- Updates the list of court-related functions that clerks may fund from filing fees, service charges, court costs, and fines.
- Changes the fund into which certain filing fees are deposited.
- Removes the requirement for state attorneys to publish an annual report on their affirmative action program.
- Authorizes clerks of the circuit court to invest specified funds in an interest-bearing account and dictates the use of earned interest.
- Changes the definition of "state agency" for specific purposes.
- Revises the distribution of certain administrative fees.
- Creates a pilot program for driver license reinstatement in Miami-Dade County.
- Revises the funds into which certain money received by state attorneys must be deposited.

**FOOD DELIVERY PLATFORMS – SB 676 (BRADLEY)**

Passed the legislature; has not yet been sent to the Governor.

Summarizes new requirements and prohibitions for food delivery platforms regarding their operations and interactions with food service establishments and consumers.

- Prohibits food delivery platforms from using food service establishment menus or arranging delivery or pickup without express consent.
- Requires platforms to disclose transaction costs to consumers, including the food purchase price, fees, and taxes.

- Mandates platforms to provide consumers with the delivery date, address, order delivery confirmation, and a way to express concerns.
- Requires platforms to offer food service establishments a method to contact consumers and respond to reviews by July 1, 2025.
- Stipulates that food delivery platforms remove a food service listing within 10 days upon request unless an agreement states otherwise.
- Forbids platforms from altering a food service establishment's pricing without an agreement.
- Dictates requirements for agreements between platforms and food service establishments, including fee disclosure and dispute resolution policies.
- Prohibits agreements that require food service establishments to indemnify the platform for damages caused by the platform's actions.
- Authorizes the Division of Hotels and Restaurants to issue cease and desist notices for violations and impose civil penalties of up to \$1,000 per offense.
- Preempts the regulation of food delivery platforms to the state, prohibiting local jurisdictions from imposing their own regulations.

**OCCUPATIONAL LICENSING - SB 1142 (HOOPER)**

Passed the legislature; has not yet been sent to the Governor.

Extends the deadlines for certain occupational licensing requirements and introduces provisions for the registration and regulation of specialty contractors.

- Extends the expiration date of local government licensing of occupations to July 1, 2025.
- Requires the Construction Industry Licensing Board to establish certified specialty contractor categories for voluntary licensure by July 1, 2025.
- Mandates the board issue registrations to eligible applicants engaging as contractors within specified local jurisdictions without requiring an examination.
- Specifies the conditions under which applicants are eligible for these registrations, including holding a certificate of registration or local license in a defined contractor category during 2021, 2022, or 2023.
- Holds the board responsible for disciplining licensees issued a registration and requires it to make licensure and disciplinary information available through an automated information system.
- Sets the same fees for applications, registration, renewal, and record-keeping for applicants seeking registration under this provision as established by the board, with the department to provide license, renewal, and cancellation notices.

**LOCAL REGULATION OF NONCONFORMING AND UNSAFE STRUCTURES – SB 1526 (AVILA)**

Passed the legislature; has not yet been sent to the Governor.

The bill establishes the "Resiliency and Safe Structures Act" aimed at regulating the demolition and redevelopment of certain nonconforming or unsafe structures. It defines key terms including "coastal construction control line," "local government," "nonconforming structure," and "replacement structure;" specifies that the Act applies to structures on properties within certain coastal zones, excluding historic places, single-family homes, certain historic district structures or buildings, and structures on barrier islands in small municipalities; prohibits local governments from restricting the demolition of qualifying structures and buildings unless needed for public safety. Allows local governments to review demolition permit applications only for compliance with the Florida Building

Code, Florida Fire Prevention Code, and Life Safety Code, or their local amendments; and bars local governments from imposing additional local land development regulations or public hearings on demolition permit applicants.

The bill also mandates local governments to authorize the development of replacement structures to the maximum height and size permitted by local regulations for a similarly situated parcel within the same zoning district. It prevents local governments from limiting the development potential of replacement structures or imposing additional regulations, building requirements, and public hearings not applicable to similarly situated vacant parcels. Requires development applications for replacement structures to be processed in accordance with local regulations without imposing additional hearings or processes not applicable to similar vacant parcels. Preempts local government laws that limit demolition or development of replacement structures in contradiction to the Act's provisions.



LOCAL GOVERNMENT ACTIONS – SB 1628 (COLLINS)

Passed the legislature; has not yet been sent to the Governor.

The bill mandates that bond referenda above \$500 million by counties, districts, or municipalities must occur during general elections and updates provisions for the enactment of county and municipal ordinances.

- Requires bond referenda involving issues greater than \$500 million by counties, districts, or municipalities to be held at general elections.
- If a bond referendum coincides with a regularly scheduled election, the concerned body pays only its pro rata share of directly related election costs.
- Specifies exceptions to certain procedures for the enactment or adoption of county and municipal ordinances, including those needed for compliance with laws, relating to debt, budgets, implementing agreements, emergency situations, procurement, and development orders or permits.
- Enumerates specific ordinances not subject to general enactment procedures, including those for development orders and permits as defined, comprehensive plan amendments, and other regulations initiated by private applications, plus sections related to the Florida Building and Fire Prevention Codes.



CYBERSECURITY – HB 1555 (GIALLOMBARDO)

Passed the legislature; has not yet been sent to the Governor.

The act amends the Florida Statutes to redefine the structure, mission, and goals of the Florida Center for Cybersecurity, now also referred to as "Cyber Florida," under the University of South Florida's leadership.

- Allows "Cyber Florida" to advance education, research, and development initiatives in cybersecurity, with a secondary focus on community engagement and awareness.
- Aims to position Florida as a leader in cybersecurity, facilitating job creation in the state's industry through partnerships with the private and military sectors.
- Encourages collaboration with state businesses and higher education entities for sharing cybersecurity resources and training.
- Seeks research and development agreements with military installations and contractors to support homeland cybersecurity defense.
- Aims to attract cybersecurity companies to Florida, focusing on sectors like defense, finance, health care, transportation, and utilities.

- Authorizes conducting research and creating new technologies for military and civilian uses, with potential for transfer to the private sector.
- Authorizes, upon request, assistance to state agencies on cybersecurity training and improving the cybersecurity of state and local government technology platforms.

**ANNUAL ADJUSTMENT TO HOMESTEAD EXEMPTION VALUE – HB 7017 (WAYS & MEANS COMMITTEE)**

Passed the legislature; has not yet been heard by the Governor.

Proposes an amendment requiring annual inflation adjustments to the value of certain homestead exemptions. Exempts from taxation the first \$25,000 in assessed value of real estate used as the owner's permanent residence, with an added exemption for values greater than \$50,000 and up to \$75,000 for non-school district levies. Mandates that the \$25,000 exemption value for non-school district levies be annually adjusted based on the Consumer Price Index (CPI) for All Urban Consumers starting January 1 of each year, if the CPI change is positive. Specifies that any homestead exemption added to the constitution after January 1, 2025, for non-school district levies, will also be subject to annual CPI adjustments. Allows a discount on ad valorem taxes for veterans aged 65 or older with combat-related, service-connected disabilities, transferable to a surviving spouse under certain conditions. Offers provisions for the Legislature to grant additional homestead tax exemptions and ad valorem tax relief under specified conditions to renters, certain senior citizens, the surviving spouse of a veteran or first responder who died in the line of duty, and permanently disabled first responders.

**EXEMPTION OF HOMESTEADS – HB 7019 (WAYS & MEANS COMMITTEE)**

Passed the legislature; has not yet been sent to the Governor.

Requires an annual adjustment to the \$25,000 additional homestead exemption value for inflation based on the Consumer Price Index for All Urban Consumers.

- Mandates the Legislature to allocate funds starting in fiscal year 2025-2026 to compensate fiscally constrained counties for ad valorem tax revenue reductions due to constitutional amendments approved in the November 2024 election.
- Specifies that these funds are to be distributed in January of each fiscal year according to each county's share of the total reduction in ad valorem tax revenue.
- Requires fiscally constrained counties to apply to the Department of Revenue for fund distribution by November 15 of each year, providing documentation of estimated revenue reduction.
- Details that a county's reduction in ad valorem tax revenue will be calculated as 95 percent of the estimated reduction in taxable value multiplied by the lesser of the 2024 millage rate or the current year's applicable millage rate.
- Notes that unclaimed funds due to failure to apply will revert to the originating fund.
- Authorizes the Department of Revenue to adopt emergency rules for administering this act.
- Clarifies that the amendments and the creation of this act apply first to the 2025 tax roll and that its effect is contingent on the approval of a related constitutional amendment.

**CYBERSECURITY INCIDENT LIABILITY – HB 473 (GIALLOMBARDO)**

Passed the legislature; has not yet been sent to the Governor.

The bill provides that a county or municipality that substantially complies with the cybersecurity training, standards, and notification protocols under current law or any other political subdivision of the state that complies with these standards and protocols on a voluntary basis, is not liable in connection with a cybersecurity incident. The bill also provides that a covered entity or third-party agent that acquires, maintains, stores, processes, or uses personal information is not liable in connection with a cybersecurity incident if the covered entity or third-party agent substantially complies with notice protocols as provided in current law as applicable, and has also adopted a cybersecurity program that substantially aligns with the current version of any standards, guidelines, or regulations that implement any of the standards specified in the bill or with applicable state and federal laws and regulations. The bill provides certain requirements for a covered entity or third-party agent to retain its liability protection. It also clarifies that the act does not establish a private cause of action, and failure to comply is not considered evidence of negligence or negligence per se. Specifies the burden of proof lies with the defendant to demonstrate substantial compliance in cybersecurity-related actions.

**ARTIFICIAL INTELLIGENCE USE IN POLITICAL ADVERTISING – HB 919 (RIZO)**

Passed the legislature; has not yet been sent to the Governor.

The bill requires a political advertisement, electioneering communication, or other miscellaneous advertisements of a political nature that contains an image, a video, audio, graphic, or other digital content created in whole or in part, with the use of generative AI that appears to depict a real person performing an action that did not occur in reality and was created with intent to injure a candidate or to deceive regarding a ballot issue, to include a certain disclaimer, in addition to all other applicable disclaimers. The bill creates specific requirements for the disclaimer that are dependent upon the media used. The bill defines “generative artificial intelligence” as a machine-based system that can, for a given set of human-defined objectives, emulate the structure and characteristics of input data in order to generate derived synthetic content, including images, videos, audio, text, and other digital content.

The bill provides that in addition to any civil penalties provided by law, a person identified pursuant to another disclaimer required for campaign finance purposes as paying for, sponsoring, or approving an advertisement or electioneering communication of a political nature that is required to include the AI disclaimer and fails to do so commits a first-degree misdemeanor.

The bill permits a complaint to be filed with the Commission if such a disclaimer is not included in the advertisement or communication. The bill subjects a person who fails to include the required disclaimer to civil penalties. Lastly, the bill requires the Commission to adopt rules to provide for expedited hearings of such complaints.

**ETHICS – SB 7014 (ETHICS AND ELECTIONS)**

Passed the legislature; has not yet been sent to the Governor.

Increases the maximum fine for violations of specified lobbying provisions and modifies ethics disclosure requirements for attorneys.

- Increases the maximum civil penalty for violations of the constitutional prohibition against lobbying by a public officer from \$10,000 to \$20,000.

- Allows attorneys to indicate that they have a legal client meeting disclosure criterion without providing further client information, designating such clients as "Legal Client" on full and public disclosures of financial interests.
- Similar provisions apply for attorneys filing statements of financial interests, allowing them to indicate a legal client meets disclosure criteria without additional information, labeling them as "Legal Client."
- Prohibits a member of the Commission on Ethics from serving more than two full terms.
- Specifies that a complainant is liable for costs plus reasonable attorney fees for filing complaints with malicious intent against public office candidates.
- Requires allegations in complaints to the commission to be based on personal knowledge or information other than hearsay.
- Adds requirements for noncriminal complaint procedures if a political subdivision or agency adopts more stringent standards, voiding conflicting existing or future ordinances or rules.

General Government/Taxation: FAILED



ONLINE PROTECTIONS FOR MINORS – HB 1

Passed the legislature but was vetoed by the Governor on March 1.

This act aims to protect minors online by regulating social media and online content distribution, defining various terms, and establishing verification methods to prevent minors' access to harmful materials. This bill requires social media platforms to prevent minors under the age of 16 from creating new accounts and to verify the age of new account holders using either anonymous or standard age verification methods. Mandates social media platforms to terminate accounts belonging to minors under the age of 16 if identified and to delete all personal information related to terminated accounts. Authorizes the Department of Legal Affairs to enforce violations under the Florida Deceptive and Unfair Trade Practices Act, with penalties up to \$50,000 per violation and provisions for punitive damages. Specifies that age verification must be done by a third party that cannot retain, share, or use personal identifying information for any purpose other than age verification. Provides exemptions for internet service providers and news-gathering organizations from certain requirements.



COUNTY COMMISSIONER TERM LIMITS - HB 19 (SALZMAN)

Withdrawn Prior to Introduction.

The bill proposes a constitutional amendment to limit the terms of county commissioners, preventing those who have served 8 consecutive years from appearing on the ballot for reelection. It introduces term limits specifically for county commissioners to enhance governance dynamism and fairness; ensures these limitations solely apply to terms starting on or after November 5, 2024, to maintain current governance stability; excludes service in terms commenced before November 5, 2024, from counting toward the new term limitation, ensuring a fair transition; mandates voter approval for the amendment to take effect, emphasizing the importance of electorate consent in constitutional changes.



REVIEW OF EMPLOYMENT CONTRACTS – SB 40 (STEWART)

Never received a committee hearing.

The bill requires employers to provide current employees with a copy of their employment contract upon request.

**PUBLIC RESTROOM REQUIREMENTS – SB 44 (STEWART)**

Died in its second committee of reference.

Requires the Florida Building Commission to adopt certain requirements in the Florida Building Code for certain public restroom facilities newly constructed or renovated after September 30, 1992. Public restroom facilities that include a wheelchair-accessible toilet compartment or a single-user toilet room newly constructed or renovated after July 1, 2024, mandate the installation of a hook within reach range while seated on the toilet and compliance with Florida Accessibility Code for Building Construction.

**MUNICIPAL WATER AND SEWER UTILITY RATES – HB 47 (ROBINSON)**

HB 47 passed its committees but died on the calendar.

Requires a municipality to charge customers receiving its utility services in another municipality the same rates, fees, and charges as it charges consumers within its own municipal boundaries under certain circumstances. Maintains that municipalities can adjust rates, fees, and charges after a public hearing, allowing all affected parties the opportunity to be heard, except when adjustments are uniformly applied across all service classes. Explicitly states that rate, fee, and charge changes for services to consumers outside the municipality shall not exceed 50% more than what is charged to their own consumers for similar services, ensuring fairness in billing practices.

**AD VALOREM PROPERTY TAX EXEMPTION FOR THE SURVIVING SPOUSE OF QUADRIPLLEGICS - HB 53 (TANT)**

Died on the House Calendar.

The bill proposes an amendment to authorize homestead property tax exemptions for surviving spouses of certain quadriplegics. It expands ad valorem tax relief to include the surviving spouse of a quadriplegic previously granted a property tax exemption for their homestead; defines parameters for granting the tax exemption, reliant on conditions such as the quadriplegic receiving the exemption at the time of death; establishes that the proposed amendment, if approved, would be self-executing without the need for further legislative action; stipulates that detailed definitions and eligibility criteria will be outlined in general law, including definitions relevant to first responders and conditions of duty, and instructs that the amendment and its provisions regarding homestead property tax exemption for surviving spouses of quadriplegics be placed on the ballot for a public vote. This bill was reported favorably by the House Ways and Means Committee, the House Local Administration, Federal Affairs, and Special Districts Subcommittee, and the House State Affairs Committee.

**TAX EXEMPTIONS FOR SURVIVING SPOUSES OF QUADRIPLLEGICS - HB 55 (TANT)**

Died on the House Calendar.

The bill amends Florida Statutes to extend tax exemption benefits for surviving spouses of quadriplegics. It states that real estate owned and used as a homestead by any quadriplegic is exempt from taxation; allows the surviving spouse of a deceased quadriplegic, who was granted a tax exemption, to carry over this exemption under certain conditions until the spouse remarries or disposes of the property; makes it so if the surviving spouse moves, the discount from ad valorem tax can be transferred to a new residence, provided it remains the primary residence and the spouse does not remarry; and states that the Department of Revenue can adopt emergency rules to administer this act, with such rules being effective for 6 months after adoption and renewable during the adoption of permanent rules. This bill was voted favorable by the House Ways and Means Committee, the House Local Administration, Federal Affairs, and Special Districts Subcommittee, and the House State Affairs Committee.

**TERM LIMITS – HB 57 (SALZMAN)**

Died on the House calendar.

Establishes term limits for county commissioners. A person may not appear on the ballot for reelection to the office of county commissioner if, by the end of his or her current term of office, the person will have served, or but for resignation would have served, in that office for 8 consecutive years. Prohibits the specified person from seeking certain offices until after a specified timeframe of 2 years. Does not supersede more restrictive term limits set by county charters. Requires counties with longer commission terms to hold a referendum election during the 2024 general election to decide on applying these terms limits. Details the referendum election procedure and ballot title and question form.

**HOMESTEAD TAX EXEMPTIONS FOR SCHOOL DISTRICT LEVIES – HB 69 (GARCIA)**

Withdrawn Prior to Introduction.

The bill expands the current homestead exemption for real estate to include school district levies for properties with assessed valuations over \$50,000. It establishes that every owner maintaining a permanent residence on their own real estate, or a dependent's, is exempt from taxation up to the assessed valuation of \$25,000; extends the exemption to valuations greater than \$50,000 and up to \$75,000 for all levies, now including school district levies, contingent upon lawful establishment; maintains that no more than one exemption can be granted to any individual, family unit, or residential unit, with limits on exemption values; allows the legislature to enable counties or municipalities to offer additional exemptions to certain homeowners, including seniors with limited incomes and long-term residents over age 65, by ordinance; provides a property tax discount for disabled veterans aged 65 or older with combat-related disabilities, extending benefits to surviving spouses under certain conditions; and outlines potential ad valorem tax relief for the surviving spouses of veterans and first responders who died in service, and for permanently disabled first responders, with specific eligibility criteria.

**COMMUNITY VIOLENCE TASK FORCE – SB 98 (JONES)**

Never received a committee hearing.

The bill creates the Community Violence Task Force within the Florida Division of Law Enforcement (FDLE) to review system failures and causes of high crime areas and violence in urban core neighborhoods and communities.

**GOVERNING BODY MEETINGS – HB 157 (CARUSO)**

Never received a committee hearing.

Authorizes governing bodies of municipalities to convene meetings and conduct official business via teleconferencing or other technological means if certain conditions are met. This bill will also provide limitations on these meetings, providing that if a state of emergency is declared, these limitations will be suspended.

**HOMESTEAD EXEMPTIONS FOR TOTALLY AND PERMANENTLY DISABLED FIRST RESPONDERS - HB 171 (DANIELS)**

Never received a committee hearing.

The bill expands homestead exemptions for totally and permanently disabled first responders by eliminating specific eligibility restrictions related to cardiac events and removing obsolete provisions. It redesignates and renumbers certain paragraphs and subsections within the statute for clarity; removes the requirement for disabilities caused by cardiac events to be connected to nonroutine stressful or strenuous physical activity within 24 hours prior to the event for eligibility; specifies documentation needed from the applicant's employer and

physician to establish eligibility for the exemption; requires the physician's certificate to attest to the applicant's total and permanent disability and inability to engage in substantially gainful occupation due to the disability; and emphasizes penal consequences for knowingly providing false information to claim the exemption.

**PROPERTY TAX EXEMPTIONS FOR SURVIVING SPOUSES OF VETERANS - SB 218 (WRIGHT)**

Never received a committee hearing.

The bill expands property tax exemption eligibility for surviving spouses of veterans by allowing the presentation of a disability letter after the veteran's death. It authorizes surviving spouses of veterans to present a disability letter from the United States Government or Department of Veterans Affairs to the property appraiser, even if the veteran died before the letter was issued; declares such a letter as prima facie evidence of eligibility for the property tax exemption; and applies the amendment to property appraisals beginning with the 2025 tax roll.

**AD VALOREM TAX EXEMPTION FOR NONPROFIT HOMES FOR THE AGED - SB 220 (WRIGHT)**

Died in its second committee of reference.

The bill revises eligibility requirements for Florida limited partnerships applying for ad valorem tax exemption for nonprofit homes for the aged. It mandates the applicant be a corporation not for profit under chapter 617 or a Florida limited partnership with a sole general partner that is a corporation not for profit under chapter 617; expands eligibility to include entities not licensed under chapter 429 but wholly owned by a corporation not for profit under chapter 617; and requires the nonprofit corporation to have been exempt from federal income taxation as of January 1 of the year exemption from ad valorem property taxes is requested, having qualified as an exempt charitable organization under s. 501(c)(3) of the Internal Revenue Code of 1954 or the corresponding section of a subsequently enacted federal revenue act. This bill was reported favorable by the Senate Community Affairs Committee.

**LIMITATION ON PROPERTY TAX ASSESSMENTS - HB 331 (GARCIA)**

Died in the first committee of reference.

Proposes an amendment to the State Constitution to remove the exception for school district levies from the restrictions on assessment increases on certain non-homestead real property. Requires agricultural land, land for conservation, and tangible personal property to be assessed for taxation based on character, use, or value, with specific conditions and definitions provided by general law. Caps annual assessment increases on homestead properties at either 3% or the Consumer Price Index change, whichever is lower, post the effective date of the amendment, with exceptions for new ownership or substantial modifications. Allows for the transfer of assessment difference benefits to a new homestead under certain conditions, with limitations on the assessed value benefit. Permits counties and municipalities to assess historic property based on character or use and allows for assessment reductions for modifications providing living quarters for elderly family members. Excludes school district levies from the existing 10% cap on annual assessment increases for residential real properties of nine units or fewer and other nonlimited real properties; all levies including school district will be subject to this cap post-amendment. Enables the legislative prohibition of considering certain property improvements for assessment purposes, aimed at enhancing wind damage resistance or installing renewable energy sources. Specifies that working waterfront properties shall be assessed based on current use, subject to legislative conditions, limitations, and definitions.

**WRECKER OPERATORS – SB 332 (BURGESS)**

Died in its second committee of reference.

Requires counties and municipalities to set maximum rates for electric and alternative fuel vehicle storage, potentially higher than for gasoline/diesel vehicles. Mandates entities that order vehicle storage at wrecker facilities for evidence must take possession within 30 days of storage initiation. Allows wrecker operators to charge actual cost plus 10% for cleanup, containment, and disposal of pollution or hazardous materials from electric vehicles.

**SOVEREIGN IMMUNITY – SB 472 (BRODEUR)**

Died on the Senate calendar.

Increases statutory limits on liability for tort claims against the state, its agencies, and subdivisions. Limits liability for individual claims to \$300,000 and total claims from the same incident to \$500,000. Authorizes state agencies and subdivisions to settle claims exceeding these amounts without further legislative action. Prohibits insurance policies from conditioning payment on the enactment of a claim bill and prevents lobbying against agreed settlements. Specifies that liability limits applicable on the date of the claim incident apply to the claim. Mandates the Department of Financial Services to adjust liability limits every 5 years based on the Consumer Price Index, not to exceed a 3% increase. Reduces the claim presentation period to 18 months and sets specific time frames for filing suit after claim denial or deemed denial. Revises the statute of limitations for filing civil actions related to negligence, contribution, medical malpractice, wrongful death, and other specified actions. Reenacts various sections of Florida Statutes to incorporate these amendments.

**RENEWABLE NATURAL GAS – SB 480 (DICEGLIE)**

Passed in the Senate, died in House messages.

Amends the Florida Statutes to authorize the Public Service Commission to establish an experimental mechanism supporting energy infrastructure investment, specifically in gas. Allows the commission to create an experimental mechanism for gas infrastructure investment, including collection, preparation, cleaning, processing, transportation, or injection of gas for pipeline distribution. Grants the commission the discretion to determine if the mechanism is reviewed annually. Defines "gas" according to the definition provided in a specific statute.

**LIMITATION ON LOCAL FEE FOR VIRTUAL OFFICES – HB 503 (FABRICIO)**

Died on the House calendar.

Prohibits counties, municipalities, and local governmental entities from imposing fees on the utilization of virtual offices. Bans the adoption or maintenance of any ordinance or rule that imposes taxes, charges, fees, or other impositions on virtual offices. Defines "Tax, charge, fee, or other imposition" as any amount or in-kind payment, including user fees, privilege fees, occupancy fees, or rental fees. Defines "Virtual office" as an office providing communications and address services without dedicated office space.

**CODE ENFORCEMENT OFFICERS – SB 506 (WRIGHT)**

Never received a committee hearing

Defines the term "code enforcement officer" and requires the reclassification of certain offenses committed against code enforcement officers while engaged in the performance of their duties.

**MOVABLE TINY HOMES - HB 557 (STEVENSON)**

Died in its third committee of reference.

Amends Florida Statutes to update definitions and regulations related to movable tiny homes and their construction compliance requirements. Revises the definition of "park trailer" and introduces a new classification for "movable tiny homes," specifying their size and intended use for permanent living quarters for no more than one household. Establishes requirements for the construction and inspection of movable tiny homes, mandating compliance with the Florida Building Code and certification through a sticker or documentation from a licensed professional engineer, architect, or qualified third-party inspector. Instructs the Florida Building Commission to review updates to various codes, including those pertinent to movable tiny homes, to ensure compliance and maintain eligibility for federal funding and discounts from national insurance and emergency management programs.

**LOCAL BUSINESS TAXES – HB 609 (BOTANA)**

Died on the House calendar.

Amends Florida Statutes to update local business tax regulations, incorporate compliance requirements, and revise revenue constraints. Requires the Auditor General to contact local governments not in compliance with specified statutes, demanding evidence of corrective action within specific timeframes and notifying the Legislative Auditing Committee under certain conditions. Authorizes specified entities to continue levying a business tax, prohibiting the repeal or modification of relevant ordinances after a specified date, with exceptions. Revises conditions on taxing authorities regarding the levy of a specified tax, including requirements for decreasing business taxes beginning October 1, 2024, as outlined in section 205.0535. Defines terms related to business tax reclassification and rate structure revisions, and restricts the total revenue generated from business taxes to not exceed a predefined revenue base. Requires local governments to adjust tax rates if revenue exceeds the specified base, providing mechanisms for refunding excess payments. Exempts certain municipalities and fiscally constrained counties from these provisions. Mandates filing an affidavit with audit submissions to the Auditor General, verifying compliance with section 205.0535 or outlining noncompliance and corrective actions taken. Conforms cross-references and definitions in relation to audit requirements and financial reporting.

**PUBLIC DEPOSITS – HB 611 (BOTANA)**

Died in the Senate.

Amends various provisions of Florida Statutes to include credit unions as eligible institutions for managing public deposits, align definitions, and establish conditions for credit union participation as qualified public depositories. Revises definitions to include credit unions within the scope of financial institutions eligible to manage public deposits. Adds credit unions to the list of institutions that must make financial literacy brochures from the Department of Financial Services available to consumers. Specifies that credit unions are subject to the same qualifying conditions as banks for holding public deposits, including insurance by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Share Insurance Fund. Imposes specific eligibility criteria and limits for credit unions wanting to hold public deposits, including requiring a signed statement from a public depositor and setting a limit on the total amount of public deposits a credit union can hold. Specifies mutual responsibility and contingent liability among credit unions for guaranteeing public depositors against loss due to default or insolvency of other credit unions. Introduces segregation of proceeds, assessments, and administrative penalties between credit unions and other financial institutions for the purpose of protecting public deposits. Directs that credit unions must comply with provisions related to the withdrawal from collateral agreements under certain conditions, including returning all public deposits to the depositor within 10 business days of notification.

**PROHIBITED USE OF HUMAN TRAFFICKED LABOR IN GOVERNMENT CONTRACTS – SB 628 (SIMON)**

Never received a committee hearing.

Prohibited Use of Human Trafficked Labor in Government Contracts; Requiring certain contractors with governmental entities to provide an affidavit attesting the contractor does not use coercion for labor or services.

**ASSESSMENTS OF HOMESTEAD PROPERTY - SB 654 (GARCIA)**

Never received a committee hearing.

Proposes an amendment to revise the assessment of property with homestead exemption, affecting how such properties' values are determined for taxation, aiming for equity and fairness in property taxes. Classifies land used for agriculture, conservation, or non-commercial recreational purposes for assessment based on use. Allows tangible personal property held for sale or livestock to be valued for taxation under certain conditions or exemptions. Stipulates homestead properties to be assessed at just value as of January 1 following the amendment's effective date, with annual assessment changes not exceeding the lower of 3% or the Consumer Price Index change. Ensures no assessment exceeds just value and details assessment rules after ownership changes, additions, or improvements to homestead property. Provides mechanisms for transferring homestead assessment benefits when establishing a new homestead, with specific calculations for determining assessed value in such cases. Enables counties and municipalities to offer assessment reductions for homesteads that accommodate living quarters for elderly parents or grandparents. Specifies assessment change limits for residential real property containing nine units or fewer and real property not subject to homestead assessment limitations. Excludes from assessed value considerations improvements for wind damage resistance or installation of renewable energy devices.

**UNDERGROUND FACILITIES - SB 708 (BURTON)**

Died in its third committee of reference.

Amends procedures and penalties related to underground facilities and excavation activities. Extends the time frame within which an excavator must provide notice through the Sunshine State One-Call notification system from 2 to 3 full business days for most excavations; for excavations beneath the waters of the state, the notice period remains 10 full business days. Requires member operators who are notified of nearby excavations to mark the horizontal route of underground facilities within the revised 3 business days timeframe and to provide a positive response indicating the status of facility protection measures. Introduces noncriminal infractions for violations of specific provisions, with enhanced civil penalties for infractions involving underground facilities transporting hazardous materials. Reenacts several sections to incorporate these amendments, including definitions, exemptions to notification requirements, and low-impact marking practices, as well as procedures related to high-priority subsurface installations.

**LAW ENFORCEMENT OFFICERS AND CORRECTIONAL OFFICERS – SB 710 (INGOGLIA)**

Never received a committee hearing.

This bill deletes provisions relating to complaint review boards and authorizes law enforcement officers and correctional officers to pursue appropriate administrative relief or file a civil action if the officer is disciplined for certain violations. Deletes the requirement that certain violations by agencies or investigators be intentional and the requirement for an agency head to initiate an investigation against an investigator.

**GOVERNMENT ACCOUNTABILITY – HB 735 (ANDRADE)**

Died on third calendar reading in the House.

Implements standards of conduct for public officers and lobbyists; introduces restrictions on certain employment contracts. Defines "foreign country of concern" and prohibits accepting anything of value from such countries by specified individuals. Specifies financial disclosure requirements for mayors and elected local officials based on population thresholds. Requires registration for individuals lobbying counties, municipalities, or special districts and establishes procedures for registration cancellation and public disclosure. Prohibits counties, municipalities, and school boards from renewing or extending employment contracts of certain officials during specified timeframes without unanimous approval. Requires the submission of proposed charter amendments to the electors at the earliest election. Mandates compliance monitoring for lobbyist registration by local entities and outlines investigation procedures for non-compliance. Allows the enforcement of findings and recommendations by local chief executives or governing bodies after investigations.

**MUNICIPAL WATER OR SEWER UTILITY RATES, FEES AND CHARGES – HB 777 (BRACKETT)**

Died in its second committee of reference.

The bill removes statutory authorization for municipalities to impose any surcharge for serving customers outside their municipal boundaries. It specifies that rates, fees, and charges for extraterritorial customers must be just and equitable and be based on the same factors used to fix rates, fees, and charges for customers inside the municipality's boundaries. The bill also requires municipal utilities to conduct a rate study by January 1, 2027, and every seven years thereafter.

**DEVELOP PERMITS AND ORDERS - HB 791 (ESPOSITO)**

Died on the House calendar.

Requires counties and municipalities to meet specified requirements regarding minimum information necessary for certain zoning applications. Revises timeframes for processing applications for approvals of development permits or development orders and provides refund parameters in situations where county or municipality fails to meet certain timeframes.

**REEMPLOYMENT OF RETIRED LAW ENFORCEMENT OFFICERS – HB 853 (MCCLURE)**

Died in its second committee of reference.

Authorizes retired law enforcement officers to be reemployed in specified positions; authorizes such retired law enforcement officers to receive both compensation and retirement benefits; provides that such retired law enforcement officers may not renew membership in FRS.

**TOURIST DEVELOPMENT TAX – SB 872 (STEWART)**

Never received a committee hearing.

Authorizes proceeds of the tax to be used toward funding incentives for the production of films and television series by certain production companies

**DISPLAY OF FLAGS BY GOVERNMENTAL ENTITIES – HB 901 (BORRERO)**

Died in its second committee of reference.

Restricts governmental entities from displaying flags representing political, racial, sexual orientation, gender, or ideological viewpoints and mandates the neutral representation of political viewpoints. Defines a "governmental

entity" to include public schools, colleges, and universities. Prohibits the display of flags that represent partisan, racial, sexual orientation, gender, or political ideology viewpoints. Allows private individuals the First Amendment right to express private speech and for governmental entities to display flags as required or authorized by law. Requires the United States flag to be displayed prominently and superiorly when alongside other flags. Authorizes current or retired members of the U.S. Armed Forces or National Guard to use reasonable force to protect the U.S. flag from desecration or to ensure its prominent display unless directed otherwise by law enforcement.

**TOURIST DEVELOPMENT – SB 1072 (AVILA)**

Died in its second committee of reference.

This bill provides an exception to the authorized uses of revenues received by counties imposing the tourist development tax. It specifies uses of tax revenues received by certain counties imposing the tourist development tax and requires that charter county convention development money be distributed to the governing boards of municipalities for specified purposes. Revises the purposes for which a county may use charter county convention development money.

**SPECIAL RISK CLASS – HB 1089 (SHOAF)**

Never received a committee hearing.

Revises criteria for designation as a special risk member within the Florida Retirement System, expanding eligibility and conforming to legislative changes. Defines a "special risk member" as one who fulfills specific role-based criteria, with amendments specifying new roles and responsibilities effective at various dates ranging from 1978 to 2024. Introduces new roles eligible for special risk membership, including certain correctional officers, emergency medical technicians, probation officers, and employees in forensic disciplines.

**LAND DEVELOPMENT – HB 1177 (DUGGAN)**

Died on the House calendar.

Expands county powers to hear appeals from municipal historic preservation boards, prohibits local governments from requiring permits or fees for tree work on properties used for veterans' health care facilities, revises local government powers regarding transportation concurrency systems, and modifies impact fee legislation. Authorizes counties to hear appeals from municipal historic preservation boards. Prohibits local governments from requiring permits, fees, or replanting for tree pruning, removal, or trimming on properties intended for veterans' health care facilities. Grants local governments exclusive power to assess transportation impacts and apply concurrency, including crediting land dedications toward impact fees. Specifies that changes to previously approved developments of regional impact, such as reductions in density or the substitution of multimodal pathways for internal roadways, are not subject to local government review. Clarifies that contributions toward public facilities must be credited against the collection of impact fees on a dollar-for-dollar basis. Establishes a formal process for appealing decisions made by municipal historic preservation boards to county commissioners.

**LAND USE AND DEVELOPMENT REGULATIONS – SB 1184 (INGOGLIA)**

Never received a committee hearing.

Revises mechanisms by which owners of agricultural lands apply for and are granted rezonings. Revises requirements for use by local governments in reviewing applications for agricultural enclaves and types of data that comprehensive plans and plan amendments must be based on. Revises mean by which application of the methodology is used in data collection or whether a particular methodology is professionally accepted and

evaluated, as well as criteria for adopting small-scale development amendment. Revises content requirements for local land development regulations and mechanisms by which applications for infill development must be administratively approved. This bill has not yet been heard in committee.

**MILLAGE RATES – HB 1195 (GARRISON)**

Died in the Senate.

Amends section 200.065 of the Florida Statutes to restrict increases in the millage rate without a two-thirds majority approval from the governing body. Adds a requirement that any increase in the prior year's adopted millage rate must receive a two-thirds vote of approval from the membership of the governing body of the county, municipality, or independent downtown development authority. Empowers the Department of Revenue to adopt emergency rules to implement the amendments, with such rules being effective for six months and renewable during the process of adopting permanent rules. Specifies that the authority for the Department of Revenue to adopt emergency rules expires on July 1, 2026.

**LAND USE AND DEVELOPMENT REGULATIONS – HB 1221 (MCCLAIN)**

Died on the House calendar.

Expands and revises land use and development regulations in Florida, including special provisions for self-storage facilities and infill development and adding definitions and criteria to the Community Planning Act. Allows the expansion of a self-storage facility to not be deemed a new facility for the purpose of local minimum distance requirements if it's adjacent to, abutting, and owned by the same entity as an existing facility. Introduces the definition of "infill residential development" and revises definitions of "density," "urban service area," and "urban sprawl" for more clarity and specificity. Specifies that comprehensive plans and amendments must be based on relevant data, allows for public inspection of supporting documents, and mandates the use of professionally accepted data collection methodologies without mandating a specific one. Revises requirements for comprehensive plans, including that they must accommodate at least the minimum land required to accommodate population projections for a 10-year planning period. Amends criteria for adopting a small-scale development amendment to involve the use of 150 acres or fewer. Revises content requirements for local land development regulations, particularly concerning minimum lot sizes and the administrative approval of infill development applications. Establishes a process for appealing decisions of locally established historic preservation boards or commissions to the county board of commissioners and requires a public hearing within 30 days of appeal receipt. Expands powers and duties of county commissions to include hearing appeals of decisions made by historic preservation boards or commissions.

**MUNICIPAL UTILITIES – HB 1277 (BUSATTA CABRERA)**

Died on the House calendar.

The bill requires municipal utilities to conduct public meetings before new or extended service agreements become effective, among other provisions. It stipulates that agreements for providing utility services must be written and subjected to public meetings for discussing service nature, rates, fees, and the use of revenues; limits municipal utility revenue used for non-utility government functions to 10% and mandates the reinvestment or return of excess revenues to customers outside the municipality's corporate limits; imposes annual reporting requirements on municipalities to the Florida Public Service Commission regarding utility service provision, with subsequent annual compilation and reporting to the Governor and Legislature; and adjusts permissible rates, fees, and charges for municipal water and sewer utilities, removing the ability to add surcharges to customers outside

municipal boundaries, ensuring rates are just, equitable, and do not exceed a set percentage above those for inside customers



PROPERTY TAX EXEMPTIONS FOR AFFORDABLE PROPERTY – HB 1299 (CROSS)

Never received a committee hearing.

The bill modifies Florida's property tax exemption for affordable housing to include accessory dwelling units and removes the automatic expiration of tax exemptions. It allows county commissions or municipal governments to exempt from property taxes portions of property used for affordable housing, now including accessory dwelling units alongside multifamily projects; establishes that to qualify for an exemption, property portions must serve individuals or families within specified income brackets, adhere to rent limits, and avoid code violations or unpaid fines; stipulates that qualified property can receive up to a 75% tax exemption if under 100% of units in a multifamily project are used for affordable housing, and up to 100% exemption for entirely affordable projects or accessory dwelling units meeting criteria; and eliminates a previous provision mandating ordinances that adopt these exemptions to expire within a certain timeframe, requiring instead notification to relevant departments upon ordinance adoption or repeal.



PROPERTY TAX EXEMPTION – HB 1369 (CHAMBERLIN)

Never received a committee hearing.

This bill proposes an amendment to the State Constitution to create a \$100,000 exemption from the assessed value of real property for all levies and a \$250,000 homestead exemption for residential property owned by someone 65 or older.



PROPERTY TAX SYSTEM STUDY – HB 1371 (CHAMBERLIN)

Died in its second committee of reference.

The bill mandates the Office of Program Policy Analysis and Government Accountability to evaluate the impact of removing property tax in favor of a consumption tax and report findings by February 1, 2025. Directs the study on the potential effects of eliminating all property taxes. Proposes the replacement of lost revenue through the implementation of a consumption tax. Requires submission of the report to the President of the Senate and the Speaker of the House of Representatives.



AFFORDABLE HOUSING PROPERTY TAX EXEMPTIONS FOR ACCESSORY DWELLING UNITS – SB 1440 (CALATAYUD)

Died in its second committee of reference.

The bill authorizes counties and municipalities to provide property tax exemptions for accessory dwelling units used for affordable housing. It broadens the scope of affordable housing property tax exemptions to include accessory dwelling units alongside multifamily projects; specifies eligibility criteria for property tax exemptions, including income limits for residents, rent caps, no recent code violations, and no outstanding fines; establishes varying exemption levels, allowing up to 75% exemption for multifamily units not entirely used for affordable housing and up to 100% for those fully utilized for or accessory dwelling units dedicated to affordable housing.

**PUBLIC RECORDS/PERSONNEL OF THE AGENCY FOR HEALTH CARE ADMINISTRATION – SB 1632 (COLLINS)**

Died in its second committee of reference.

The bill creates a new public records exemption for specified personally identifying information of current and former personnel of the Agency for Health Care Administration (AHCA) whose duties include the investigation of complaints filed against healthcare facilities or the inspection of healthcare facilities, such personnel's children and spouses' specified personally identifying information, and the names and locations of their children's schools and daycare facilities. The bill provides that the new exemption is subject to the Open Government Sunset Review Act and will be repealed on October 2, 2029, unless saved from repeal by the Legislature. The bill also finds that exempting the specified records from public records requirements is a public necessity to protect the AHCA's current and former personnel from the potential danger posed by disgruntled individuals who may have contentious reactions to actions carried out by such personnel.

**HOMESTEAD EXEMPTION INCREASE – HB 7015 (WAYS & MEANS COMMITTEE)**

Died in its second committee of reference

The bill proposes an amendment to increase the homestead property tax exemption from \$25,000 to \$50,000 for properties assessed over \$50,000. Specifically, it:

- Amends Section 6 of Article VII to raise the exemption limit on homestead property for levies other than school district levies.
- Creates a new section in Article XII to implement the increased homestead exemption effective January 1, 2025.
- Specifies that no more than one exemption shall be allowed per individual or family unit for any residential unit.
- Allows for ad valorem tax relief to renters who are permanent residents as established by general law.
- Permits counties or municipalities to grant additional homestead tax exemptions to certain residents based on age, residence duration, and income conditions.
- Provides ad valorem tax relief for surviving spouses of veterans or first responders who died from service-related causes or in the line of duty and for first responders disabled in the line of duty.
- Clarifies the exemptions and relief are subject to conditions and limitations specified in general law.

**TANGIBLE PERSONAL PROPERTY TAX EXEMPTION – HB 7075 (WAYS & MEANS COMMITTEE)**

Died in the Senate.

Proposes an amendment to the State Constitution to double the ad valorem tax exemption for tangible personal property from \$25,000 to \$50,000. Specifically:

- Increases the ad valorem tax exemption on tangible personal property from \$25,000 to \$50,000.
- Applies the increased exemption to the assessed value of property subject to tangible personal property tax.
- Specifies the constitutional amendment to take effect on January 1, 2025.
- Includes provisions that allow for exemptions on various other grounds, such as properties used for educational, literary, scientific, religious, or charitable purposes, and properties dedicated for conservation.
- Allows counties or municipalities to grant tax exemptions for community and economic development, historic preservation, and military deployment outside the continental United States, Alaska, or Hawaii.

Agriculture and Environment: PASSED



SAMPLING OF BEACH WATERS AND PUBLIC BATHING SPACES – HB 165 (GOSSETT-SEIDMAN)

Passed the legislature; has not yet been sent to the Governor.

The bill requires, rather than authorizes, DOH to:

- Adopt and enforce rules to protect the health, safety, and welfare of persons using beach waters and public bathing places.
- Issue health advisories if the water quality of beach waters or a public bathing place fails to meet DOH standards.
- Require closure of beach waters and public bathing places that fail to meet water quality standards if it is deemed necessary to protect the health, safety, and welfare of the public.

The bill preempts the state's issuance of health advisories related to the results of bacteriological sampling of public bathing places. The bill requires:

- Municipalities and counties to, within 24 hours or the next business day, whichever occurs first, notify DOH of any incident that makes the water quality of beach waters or public bathing places within their respective jurisdictions unsafe.
- Municipalities and counties post and maintain health advisory signs around affected beach waters and public bathing places that they own.
- Owners of public boat docks, marinas, and piers to, within 24 hours or the next business day, whichever occurs first, notify the jurisdictional municipality or county of any incident that makes the water quality of beach waters in which the dock, marina, or pier is located unsafe.
- DEP to post and maintain health advisory signs around affected beach waters and public bathing places owned by the state.
- DOH to coordinate with DEP and the Fish and Wildlife Conservation Commission as necessary to implement the signage requirements of the bill and requires that such signage be posted and maintained in compliance with this subsection until the health advisory is no longer in effect.



ANCHORING OF VESSELS IN ANCHORING LIMITATION AREAS – HB 437 (PORRAS)

Passed the legislature; has not yet been sent to the Governor.

Revises anchoring limitation areas in Biscayne Bay, Miami-Dade County, and updates proof requirements for vessels within anchoring limitation areas. Designates specific densely populated sections of Biscayne Bay between State Road A1A and State Road 112 near the City of Miami Beach as new anchoring limitation areas. Prohibits anchoring in these designated areas between half an hour after sunset to half an hour before sunrise, with exceptions in certain cases. Requires vessel owners or operators to provide evidence, such as documentation or electronic evidence from tracking devices affixed to the vessel, proving the vessel was at least 1 nautical mile away from the anchoring limitation area within 45 days prior to an inquiry.



SALE OF LIQUEFIED PETROLEUM GAS - SB 998 (COLLINS)

Passed the legislature; has not yet been sent to the Governor.

Revamps regulations around the sale and storage of liquefied petroleum gas, including licensing, storage location compliance, and safety measures.

- Defines "licensed location" and "remote bulk storage" in relation to liquefied petroleum gas operations.
- Mandates remote bulk storage locations of category I liquefied petroleum gas dealers to meet specific licensing requirements.
- Specifies a 90-day timeframe for completing qualifier examinations and establishes experience requirements for qualifier certification.
- Prohibits individuals from acting as a qualifier or master qualifier for more than one location or license respectively.
- Allows the Department of Agriculture and Consumer Services to enact disciplinary actions against qualifier or master qualifier registrations for violations, including lack of trustworthiness.
- Grants the department authority to condemn unsafe equipment and demand the immediate removal of non-compliant liquefied petroleum gas storage.
- Revises the applicability of provisions to bulk storage locations based on container capacity exceeding 4,000 gallons.
- Requires service documents to include the name and qualifier number of the person performing liquefied petroleum gas equipment and system work.
- Restricts unauthorized persons from interfering with liquefied petroleum gas containers or receptacles and mandates department rules for exceptions.
- Adjusts the minimum required bulk storage capacity for liquefied petroleum gas licenses to 18,000 gallons, removing certain exemptions and agreements between dealers and wholesalers.

**DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES - SB 1084 (COLLINS)**

Passed the legislature; has not yet been sent to the Governor.

The bill enacts various regulations related to agriculture, pest control, firearm licensing, charity operations, and more, including preempting local regulation of electric vehicle charging stations, setting expiration and renewal requirements for pest control and commercial wildlife management certifications, and authorizing Class "G" licensees for multiple firearm calibers. Key provisions include: preemption of local regulation for electric vehicle charging stations; setting expiration and renewal criteria for pest control certifications and commercial wildlife management personnel; authorizing Class "G" licensees to qualify for multiple firearm calibers under specific conditions; appointing tax collectors to accept license applications and enabling them to collect certain convenience fees; defining "cultivated meat" and prohibiting its sale or distribution within the state; enforcing penalties for false statements on applications, cheating on examinations, or violating examination procedures; requiring saw palmetto berry dealers to maintain and provide certain information, with penalties for violations; designating the Florida Agricultural Legacy Learning Center as the state's agricultural museum; requiring property owners or agents to be provided with reports after certain inspections or treatments; reenacting several state statutes for conformity with amendments made by the bill. This bill is a comprehensive piece of legislation aimed at regulating and managing different sectors, including agriculture, pest control services, firearm licensing, and charitable organization operations within the state.

**REGULATION OF WATER RESOURCES - SB 1136 (TRUMBULL)**

Passed the legislature; has not yet been sent to the Governor.

The bill revises the process and standards for water well contractor licensure, disciplinary guidelines, and onsite sewage treatment in Florida. It updates the qualifications for taking the water well contractor license examination,

including a requirement for applicants to have at least 2 years of experience with wells permitted in the state and to provide a list of at least 10 wells they have worked on; revises water well contractors' work to align with the Florida Building Code, updating the referenced section to Section 614-Wells for pump and tank installations; authorizes entities with delegated enforcement powers by water management districts to apply disciplinary guidelines and requires delivery of certain notices by certified mail; prohibits advertising water well drilling or construction services unless the business is owned by a licensed contractor or employs a full-time licensed contractor; and removes the Department of Environmental Protection's variance review committee's responsibility for reviewing water well permitting but requires consideration of relevant laws when recommending on variance requests for onsite sewage treatment and disposal system permits.

**DEPARTMENT OF ENVIRONMENTAL PROTECTION – HB 1557 (CHANEY)**

Passed the legislature; has not yet been sent to the Governor.

Revises the operation of vessels in aquatic preserves, designates a new aquatic preserve area, mandates rules for the use of reclaimed water, defines "Florida Flood Hub," adjusts regulations for resilience funds, outlines enforcement enhancements for the Department of Environmental Protection, and updates requirements for domestic wastewater facilities. Specifically, the bill:

- Prohibits operating a vessel in a manner that causes seagrass scarring in most aquatic preserves.
- Establishes the Kristin Jacobs Coral Reef Ecosystem Conservation Area as a new aquatic preserve.
- Requires water management districts to develop rules encouraging the use of reclaimed water by December 31, 2025.
- Defines "Florida Flood Hub" for applied research and innovation.
- Amends the use of Resilient Florida Grant Program funds for counties and municipalities, emphasizing flood and sea level rise preparations.
- Enhances coordination for flood vulnerability and statewide resilience planning, including the incorporation of new data sets and assessments.
- Revises enforcement strategies for the Department of Environmental Protection, including increased penalties for onsite sewage treatment and disposal system violations.
- Requires domestic wastewater facilities to implement reuse when feasible and to meet advanced waste treatment standards under certain conditions.

**FUNDING FOR ENVIRONMENTAL RESOURCE MANAGEMENT – SB 1638 (BUCHANAN)**

Passed the legislature; has not yet been sent to the Governor.

Allocates gaming compact revenue between the Seminole Tribe of Florida and the state for environmental resource management. Specifically, the bill:

- Directs a specified percentage of revenue share payments to the Indian Gaming Revenue Trust Fund for conservation lands, resiliency, and clean water projects.
- Creates the Local Trail Management Grant Program to aid local governments with trail maintenance within the Florida Greenways and Trails System.
- Authorizes the Fish and Wildlife Conservation Commission to enter voluntary agreements with private landowners for environmental services within the Florida wildlife corridor.

- Mandates the Department of Environmental Protection to prioritize projects within the water quality improvement grant program that show maximum nutrient load reduction and project readiness, among other criteria.
- Allocates funds for various environmental management activities, including land acquisition, management of uplands, removal of invasive species, and support for the Florida wildlife corridor and local trail management.
- Requires annual reports on grant awards and funded projects to the Governor and Legislature, detailing project descriptions, costs, and outcomes.
- Appropriates funds from the General Revenue Fund, Water Protection and Sustainability Program Trust Fund, and other funds for specified fiscal years to support the initiatives.

**ENERGY RESOURCES – HB 1645 (PAYNE)**

Passed the legislature; has not yet been sent to the Governor.

The act revises energy guidelines for public businesses, requiring the elimination of several environmentally focused requirements and authorizing voluntary electric vehicle charging programs. It also defines and amends regulations for noise pollution control, specifically addressing sound equipment and vehicle sound systems. Additionally, the act establishes prerequisites for mutual aid agreements among electric utilities for disaster response, mandates annual attestation of compliance, and outlines the process for recovering natural gas facilities relocation costs. It revises public business energy guidelines, eliminating requirements for climate-friendly products and green lodging for state contracts, and specifies conditions for mutual aid agreements between electric utilities. It requires rural electric cooperatives and municipal electric utilities to enter into mutual aid agreements for power restoration post-disaster and submit annual compliance attestations. Specifies procedures for public utilities to give notice of power plant retirements and for the commission to hold hearings on such retirements. Authorizes public utilities to petition for electric vehicle charging programs, defining the term "gross capacity" for power plants. Mandates annual proceedings for the recovery of natural gas facilities' relocation costs. Amends the legislative intent regarding energy policy moving away from climate change considerations to focus on reliability, safety, and economic growth.

**RATIFICATION OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION'S RULES RELATING TO STORMWATER – SB 7040 (ENVIRO. AND NATURAL RESOURCES)**

Passed the legislature; has not yet been sent to the Governor.

This bill ratifies rules related to environmental resource permitting for stormwater management, including specific regulatory changes, and requires legislative approval for future amendments. Specifically, it:

- Ratifies rule 62-330 titled "Environmental Resource Permitting" filed for adoption on April 28, 2023.
- Mandates future amendments to specified sections of rule 62-330.010, Florida Administrative Code, to be submitted and approved by the Legislature.
- Implements changes outlining requirements for stormwater management systems, such as reductions in pollutant loadings and inspection protocols.
- Introduces exemptions for certain projects submitted or approved prior to specified dates from the amendments to Chapter 62-330, F.A.C., and corresponding amendments.
- Establishes a framework for stormwater treatment systems to achieve specified pollutant reduction goals, including total phosphorus (TP) and total nitrogen (TN).
- Requires all operation and maintenance entities, other than MS4 Entities, to report inspections in accordance with the updated section and applicable rules and laws.

- Exempts stormwater management and design plans approved before January 1, 2024, from the amendments for a specified duration, with certain conditions for planned unit developments and developments of regional impact.

Agriculture and Environment: **FAILED**



MANGROVE REPLANTING AND RESTORATION – SB 32 (GARCIA)

Died in its third committee of reference.

This bill requires the Florida Department of Environmental Protection (DEP) to adopt rules for mangrove replanting and restoration. The bill requires the rules to:

- Address significant erosion in areas of critical state concern.
- Protect barrier and spoil islands.
- Assist Everglades restoration and Biscayne Bay revitalization efforts.
- Promote public awareness of the value of mangroves.
- Identify vulnerable properties along the coastline and encourage partnerships with local governmental entities to create mangrove protection and restoration zone programs.
- Protect and maintain access to the navigation of the marked channel and the right-of-way of the Florida Intracoastal Waterway.
- Create permitting incentives and encourage the use of new strategies for living shorelines and nature-based features.
- Encourage partnerships with local governmental entities to create projects for coastal protection through the Resilient Florida Grant Program.

The bill also requires the DEP to conduct a statewide feasibility study to determine the value of mangroves and other nature-based solutions for coastal flood risk reduction within coastal communities to reduce insurance premiums and improve local governments' community ratings in the National Flood Insurance Program's Community Rating System. The DEP must submit a report of the study's findings to the Governor and Legislature by July 1, 2025.



COMPREHENSIVE WASTE REDUCTION AND RECYCLING PLAN – SB 36 (STEWART)

Died in its second committee of reference.

Mandates the Department of Environmental Protection to formulate a comprehensive waste reduction and recycling plan by July 1, 2025, drawing on prior department recommendations. Stipulates that the plan must set recycling goals aligned with sustainable materials management and waste diversion. Requires a 3-year implementation strategy covering recycling education, assistance to local governments, and the development and promotion of the recycling materials market.



TREES ON RESIDENTIAL PROPERTY – SB 122 (STEWART)

Never received a committee hearing.

Repeals a statute that relates to tree pruning, trimming, or removal on a residential property. The statute restricts local governments from requiring a property owner to replant a tree that was pruned, trimmed, or removed.

**STATE RENEWABLE ENERGY GOALS – SB 144 (BERMAN)**

Never received a committee hearing.

Revises the definitions of “biomass” and “renewable energy” as well as prohibits the drilling or exploration for oil, gas, or other petroleum products in certain locations. This will include prohibiting permitting and construction of certain structures intended for the purpose of drilling. Legislation will also be provided that intends to see that all electricity used in the state will be generated by renewable energy by a specified date. The Office of Energy within the Department of Agriculture and Consumer Services, along with other agencies, will work with Florida College System institutions and state universities, public utilities, and other private and public entities to develop a unified statewide plan to generate the state’s electricity from renewable energy and reduce the state’s carbon emissions.

**DREDGING AND BEACH RESTORATION PROJECTS - HB 163 (GOSSETT-SEIDMAN)**

Never received a committee hearing.

The bill mandates specific conditions for permits related to dredging and beach restoration projects to ensure the unbiased assessment of environmental impacts. It requires the Department of Environmental Protection to mandate that adverse impact analyses for dredging and beach restoration projects are carried out by independent contractors selected by local governments, following prescribed requirements; prohibits contractors who are performing the analysis from being associated with the project or its contractors for a period of 1 year before or after the analysis; obligates local governments intending to conduct such analysis to notify adjacent local governments potentially impacted by the activity; exempts deep-water port maintenance dredging projects currently permitted or maintained by the United States Army Corps of Engineers from these requirements; and sets a fine for violations at 10 percent of the total project cost or an amount determined by the department or the United States Army Corps of Engineers, whichever is greater.

**TRESPASS ON COMMERCIAL AGRICULTURAL PROPERTY – SB 188 (BRODEUR)**

Died in its second committee of reference.

This bill increases criminal penalties for trespassing with intent to commit a crime on certain commercial agricultural properties. Elevates trespassing under these conditions to a felony of the third degree. Applies when trespassing occurs on commercial agricultural property that is legally posted with signs warning against trespassing, with letters not less than 2 inches in height. Defines “commercial agricultural property” as property cleared or fenced for the purposes of planting, growing, harvesting, processing, or storing plant or animal commodities intended for human consumption.

**STATE RENEWABLE ENERGY GOALS – HB 193 (ESKAMANI)**

Never received a committee hearing.

This bill introduces comprehensive amendments and provisions to transition Florida towards 100% renewable energy by 2050 and achieve statewide net zero carbon emissions by 2051. It revises definitions of “biomass” and “renewable energy” to exclude certain materials and sources. Prohibits all new drilling, exploration, and production of oil, gas, or other petroleum products in the state. Requires all electricity in Florida to be generated from renewable energy sources by 2050, with a goal for net zero carbon emissions by 2051. Mandates the development of a unified statewide plan for achieving these renewable energy and carbon emissions goals, with specific interim targets. Establishes the Renewable Energy Workforce Development Advisory Committee to support workforce transition to the renewable energy sector, including training programs and job creation strategies. Directs extensive public agency cooperation and reports progress to the Governor and Legislature.

**LOCAL GOVERNMENT COASTAL PROTECTIONS - SB 298 (POLSKY)**

Died in House Messages.

Restricts new coastal construction control measures and amends funding provisions for saltwater intrusion vulnerability assessments. Prevents coastal counties and municipalities from establishing new construction zoning and building code exceptions to coastal construction control lines unless previously authorized in writing by the Department of Environmental Protection before December 1, 2023. Restricts the Department of Environmental Protection from delegating permitting authority to coastal counties and municipalities that did not receive approval for coastal construction zoning and building code exceptions by the specified date. Authorizes the Department to provide grants for coastal counties to conduct saltwater intrusion vulnerability assessments starting July 1, 2025, analyzing the effects on water supply and preparedness. Specifies that saltwater intrusion vulnerability assessments must include an analysis of the county's primary water utilities, current maps, projections of intrusion over the next decade, and costs to relocate impacted freshwater wellfields. Obligates the Department to use vulnerability assessment information to update the statewide flood vulnerability and sea level rise dataset, make assessment information publicly available, and provide a 50 percent cost-share funding up to \$250,000 for each grant, exempting coastal counties with populations of 50,000 or less from contributing to the cost-share.

**AGRITOURISM – HB 339 (ROTH)**

Never received a committee hearing.

Prohibits local governments from adopting ordinances, regulations, rules, or policies that require certifications of use from certain agricultural lands, facilities, and venues or limit certain activities associated with agritourism. Provides the termination, expiration, extension, and renewal of specified local government ordinances, rules, and measures.

**URBAN AGRICULTURE PILOT PROJECTS - HB 397 (CROSS)**

Died in its first committee of reference.

Expands the definition of "urban agriculture" in Florida to include both commercial and noncommercial agricultural uses within specified urban areas, amending related statutes on farm equipment and structures.

**STATEWIDE ENVIRONMENTAL RESOURCE PERMITTING RULES – SB 406 (RODRIGUEZ)**

Died in its second committee of reference.

This bill requires stormwater management systems to have a minimum side slope design for water quality, erosion control, and maintenance. Mandates that the side slope of a surface water management system pond must have a horizontal-to-vertical ratio of 4:1 or an equivalent alternative to meet onsite conditions. Supersedes all existing side slope rules adopted by the department, water management districts, or delegated local programs as of July 1, 2024, and allows for their repeal through a specified process.

**LAND ACQUISITION TRUST FUND – HB 451(BELL)**

Never received a committee hearing.

This bill provides annual appropriation to DEP to implement the Heartland Headwaters Protection and Sustainability Act and requires funds to be used and distributed for specified purposes.

**PREEMPTION OF RECYCLABLE AND POLYSTYRENE MATERIALS – SB 498 (STEWART)**

Never received a committee hearing.

Repeals state preemption of local laws regarding the regulation of recyclable materials and the use or sale of polystyrene products, restoring local government authority in these areas. Removes the provision that precluded local governments from enacting any rules, regulations, or ordinances regarding the use, disposition, sale, prohibition, restriction, or tax of auxiliary containers, wrappings, or disposable plastic bags. Eliminates the state's exclusive authority to regulate the use or sale of polystyrene products, allowing local governments to enact laws related to the regulation of these products.

**EXCISE TAX ON WATER EXTRACTED FOR COMMERCIAL OR INDUSTRIAL USE - SB 510 (STEWART)**

Never received a committee hearing.

Imposes an excise tax on water extracted from waters of the state for commercial or industrial use and details the administration, enforcement, and penalties related to this tax. Sets the excise tax rate at one one-thousandth of a dollar per gallon of water extracted, with proceeds going to the Water Protection and Sustainability Program Trust Fund for additional specified purposes, including geological surveys and saltwater intrusion management. Requires monthly tax returns from extractors, detailing the amount and source of water extracted, and specifies return filing and payment procedures, including provisions for extensions. Outlines interest and penalties for late tax payments or filings, substantial underpayment, and failure to file returns, and allows the department to settle or compromise taxes or interest for reasonable cause. Provides for the assessment of tax deficiencies, crediting or refunding overpayments, and establishes tax liens on property and assets of extractors for amounts due.

**LAND AND WATER MANAGEMENT - HB 527 (MAGGARD)**

Never received a committee hearing.

Requires certain buffer zones for land or water delineations established by county or municipality to be acquired by county or municipality through eminent domain; preempts regulation of specified dredge and fill activities to state; repeals land management review teams. This bill has not yet been heard in committee.

**EVERGLADES PROTECTION AREA - HB 723 (BUSATTA CABRERA)**

Died in its second committee reference.

Mandates that proposals within, or within 2 miles of, the Everglades Protection Area follow a state-coordinated review process. Assigns the Department of Environmental Protection the responsibility to assess if these proposals adversely impact the Everglades, requiring a written determination within 30 days of receipt. Requires local governments to include planning strategies or measures to mitigate adverse impacts identified by the Department in their plans before adoption. Stipulates that local governments must transmit adopted plan amendments concerning these sensitive areas to the Department of Environmental Protection within 10 days after the second public hearing. Introduces an additional condition for the adoption of site-specific text changes for small-scale land use map amendments, prohibiting them within or near the Everglades Protection Area. Commands local governments encompassing any part of the Everglades Protection Area to send adopted small-scale development amendments to the state land planning agency for recordkeeping within 10 days post-adoption.

**ENVIRONMENTAL MANAGEMENT - SB 738 (BURGESS)**

Died in House messages.

Mandates nonindustrial stormwater management systems in accessible residential or urban areas to have side slopes with a horizontal-to-vertical ratio no steeper than 4:1 to enhance water quality, with exceptions permitted under specific conditions, and revises conditions under which individuals can take legal action for property damage due to pollution. Requires stormwater management systems' side slopes to be stabilized with vegetation to prevent erosion and support pollutant removal. Allows steeper slopes if adequate erosion and sediment control practices are implemented. Supersedes all existing side slope rules by July 1, 2024, allowing repeal without further rulemaking. Revises legal provisions to enable actions for damages to real or personal property resulting directly from unauthorized discharges of pollution, highlighting that negligence need not be proved, only the fact of the discharge or pollutive condition.

**MITIGATION AREAS AND ASSESSMENTS – SB 836 (SIMON)**

Withdrawn prior to introduction.

Modifies conditions under which mitigation assessments are determined for environmental resource permitting, particularly concerning wetlands and surface water impacts. Mandates the creation of a uniform mitigation assessment method by the department and water management districts for determining mitigation requirements. Specifies that the degree of risk may not be considered in the uniform mitigation assessment method if financial responsibility for mitigation is assured through specified mechanisms. Excludes the requirement of conservation easements or similar property encumbrances for mitigation areas created under permits issued after January 1, 2022, if their mitigation success has not been evaluated by July 1, 2024. It omits mitigation areas from needing conservation easements and allows the determination of mitigation credits without considering these easements or encumbrances.

**ADVANCED WASTEWATER TREATMENT – HB 1153 (CROSS)**

Never received a committee hearing.

The bill mandates the Department of Environmental Protection to collaborate with water management districts and sewage disposal facilities to enhance wastewater management through advanced treatment. It requires a legislative finding that inadequately treated wastewater from aging facilities harms the environment, affecting water bodies and local economies reliant on these resources. It also stipulates the submission of multiple detailed reports to the Governor and Legislature, starting with an initial report by December 31, 2024, outlining the current status of sewage facilities with a capacity of over 1 million gallons per day. This includes information on construction, upgrades, treatment volumes and levels, pollutant loading, and more. By December 31, 2025, a report must outline a priority ranking for upgrading all such facilities to advanced waste treatment by 2035, incorporating factors like environmental benefits, risk reduction, and cost-effectiveness. A progress report is due by June 30, 2026, detailing the implementation status of these upgrades, including lists of facilities, cost estimates, and timelines for completion.

**ADVANCED WASTEWATER TREATMENT – SB 1304 (BERMAN)**

Never received a committee hearing.

The bill requires the Department of Environmental Protection to submit reports and updates on sewage disposal facilities' upgrade toward advanced wastewater treatment, enhancing environmental quality. It mandates a report by December 31, 2024, detailing construction year, treatment volumes and levels, pollutant loadings, disposal

methods, and impairment status of facilities with capacities over 1 million gallons per day; requires, by December 31, 2025, a report outlining a priority ranking for upgrading all facilities to advanced wastewater treatment by 2035, including environmental benefits, nutrient reduction potential, project necessity, cost-effectiveness, financial assistance availability, and estimated completion dates; and instructs submission of a progress report by June 30, 2026, on the status of upgrades, including lists of facilities required to upgrade, cost estimates, timelines, and operations commencement dates of upgraded facilities.

**OFFICE OF THE BLUE ECONOMY – HB 1311 (LAMARCA)**

Died in its third committee of reference.

The bill creates the Office of the Blue Economy within the State University System to promote economic development tied to ocean and coastal resources via sustainable practices. It defines "blue economy" as the economic use of ocean and coastal resources focusing on sustainable practices beneficial in the long term, involving various maritime industries, tourism, and outdoor recreational activities; establishes the Office within a state university, administered by the Board of Governors, aiming to connect state research institutions with financial resources to innovate and market goods and services; directs the Office to support the state's economy by linking ocean and coastal resources to economic strategies, surveying academic research, collaborating with relevant industries, developing research and commercialization pipelines, publishing reports on job numbers and wages within the blue economy, educating state and local entities on blue economy interests, promoting the state on national and international platforms, and maintaining a website with required information; and requires the Office to provide an annual report by December 30, starting in 2025, detailing the economic benefits and development of emerging blue economy industries.

**RESILIENCE DISTRICTS – SB 1330 (CALATAYUD)**

Never received a committee hearing.

This bill designates the "Resilience District Act of 2024", declaring that this act constitutes the sole authority for resilience districts. It provides that the establishment of resilience districts is through a petition by certain persons and specifies requirements for the size of resilience districts. It also specifies acceptable uses of resilience districts while authorizing the payment of certain fees for project management of resilience districts.

**MUNICIPAL SOLID WASTE-TO-ENERGY PROGRAM – SB 1606 (TORRES)**

Never received a committee hearing.

The bill revises the administration and eligibility requirements for the Municipal Solid Waste-to-Energy Program in Florida. It transfers the responsibility of the Municipal Solid Waste-to-Energy Program from the Department of Agriculture and Consumer Services to the Department of Environmental Protection; defines eligible municipal solid waste-to-energy facilities and excludes those primarily burning fuels other than solid waste or certain specified materials; requires municipal solid waste-to-energy facilities to have entered into a power purchase agreement with an electric utility before January 1, 2022, to qualify for annual financial assistance grants; introduces a new requirement for air quality and particulate matter measurement in environmental justice zones within 25 miles of the facility by the Office of Air Monitoring starting July 1, 2024, to be eligible for grant funding; states that beginning July 1, 2024, an environmental justice evaluation must determine negligible impact on low-income and historically marginalized residential areas for a facility to qualify for incentive grants; specifies that appropriated funds must first be used for financial assistance grants, with any remaining funds available for the incentive grant program, and outlines the conditions under which funds may be carried forward for up to 5 years and mandates the department to adopt rules for implementing the program, including establishing application

processes and consulting with the Public Service Commission and the Department of Agriculture and Consumer Services for respective grant programs.

Transportation: PASSED



TRANSPORTATION - HB 287 (ESPOSITO)

Passed the legislature; has not yet been sent to the Governor.

Implements various changes to transportation-related regulations and provisions in Florida:

- Limits the amount of fuel tax revenues and motor vehicle license-related fees that the Florida Department of Transportation (FDOT) may spend on public transit projects.
- Increases from five to eight the number of Department of Highway Safety and Motor Vehicles (DHSMV)-approved Basic Driver Improvement course elections that are allowed in a lifetime for a person who does not hold a commercial driver's license or commercial learner's permit and who is cited for a noncriminal moving violation while driving a noncommercial motor vehicle.
- Requires DHSMV to annually review changes made to major traffic laws of this state and to require course content for certain driving courses to be modified accordingly.
- Amends laws relating to public-private transportation facilities and public-private partnerships to align with industry terms and practices and to improve current processes.
- Revises a provision in current law relating to the use of reclaimed asphalt pavement material.
- Adds phased design-build contracts to the requirements that FDOT receive at least three letters of interest in order to proceed with a request for proposals and that FDOT request proposals from no fewer than three of the firms' submitting letters of interest.
- Amends the surety bond requirement for phased design-build contracts.
- Provides in law, rather than as a requirement in an FDOT contract, that a motor vehicle used for the performance of road or bridge construction or maintenance work on an FDOT project must be registered in compliance with Ch. 320, F.S.
- Shortens the deadline for a claimant to institute an action, except an action for recovery of retainage, against the contractor or surety to within 365 days after performance of the labor or completion of delivery of the materials or supplies, rather than within 365 days after the final acceptance of the contract work by FDOT.
- Amends provisions relating to limitations on the liability of FDOT and its contractors and design engineers.
- Amends provisions relating to the previous property owner's right of first refusal for property that FDOT acquired but subsequently determined is no longer needed for a transportation facility.
- Amends provisions relating to funding the fire station at mile marker 63 on the Alligator Alley toll road.
- Codifies the Local Agency Program (LAP) within FDOT.



DEPARTMENT OF TRANSPORTATION – HB 1301 (ABBOTT)

Passed the legislature; has not yet been sent to the Governor.

The bill amends various Florida statutes to revise regulations and requirements relating to transportation, including the Department of Transportation's structure, funding allocations, and specific transportation regulations. Specifically, the bill:

- Removes the requirement for the Florida Transportation Commission to nominate the Secretary of Transportation.
- Revises areas of responsibility within the Department of Transportation and no longer requires the secretary to appoint the inspector general.
- Mandates a specific portion of the State Transportation Trust Fund for the Intermodal Logistics Center Infrastructure Support Program, including project inclusion in the tentative work program.
- Updates requirements for airport land use compatibility zoning regulations.
- Revises the Department of Transportation's mission, goals, and objectives to emphasize efficient movement of people and goods, economic competitiveness, and preservation of Florida's quality of life.
- Introduces requirements for traffic studies and public involvement for certain projects proposed by governmental entities.
- Adjusts the timeframe before an inactive prepaid toll account is considered unclaimed property.
- Specifies control and reimbursement details related to Alligator Alley toll road agreements.
- Prohibits the Department of Transportation from funding projects or programs of entities violating specific health regulations.
- Prioritizes certain revenue allocations for arterial highway projects and sets parameters for financing these projects.
- Authorizes local governments within specified areas to compete for additional funding for projects on state or county roads.
- Implements voting and meeting notice requirements for public transit projects and specifies restrictions on marketing and advertising expenditures by public transit providers.
- Establishes terms and annual actions for public transit providers concerning fiscal management and performance measures.
- Amends the powers of the Florida Rail Enterprise.
- Revises definitions and regulations related to streetlights and traffic rules at railroad-highway grade crossings, including penalties for violations.

Transportation: **FAILED**



LICENSE TAXES – SB 28 (HOOPER)

Died in its second committee of reference.

This bill defines the terms “electric vehicle” and “plug-in hybrid vehicle”. Imposes an additional annual license tax of \$200 on electric vehicles and \$25 for electric motorcycles, increasing to \$250 and \$35, respectively, in 2029. Sets an additional annual license tax of \$50 on plug-in hybrid electric vehicles and \$10 for motorcycles, increasing to \$100 and \$20, respectively, in 2029. Allocates 64% of proceeds from these taxes to the State Transportation Trust Fund and 36% to counties for transportation expenditures.



BOATING SAFETY – SB 30 (GARCIA)

Died in its second committee of reference.

Enhances boating safety and identification requirements in Florida by amending several statutes to include new provisions for boating safety identification and insurance requirements following certain violations. Requires the

Department of Highway Safety and Motor Vehicles to issue identification cards and driver licenses with a lifetime boating safety identification card symbol at no extra cost, given the applicant can present evidence of possessing a Florida boating safety identification card. Mandates applications for driver licenses or identification cards to indicate if the applicant possesses a boating safety identification card, and if so, to include a copy of the card. Compels individuals convicted of violations related to boating under the influence to maintain an insurance policy with minimum coverage limits, establishing penalties for noncompliance. Modifies the educational requirements for boating safety, removing the previous age-based restriction and detailing the required components of boating safety education courses. Adjusts the provisions for mandatory education for certain violations, including the imposition of additional fines and more comprehensive education requirements. Reenacts a statute to incorporate amendments made by this act, specifying documentation requirements for renting vessels from liveries.

**SALES TAX HOLIDAY FOR ITEMS RELATED TO ELECTRIC TRANSPORTATION – SB 58 (STEWART)**

Died in its third committee of reference.

This bill exempts from the sales and use tax the retail sale of electric bicycles, electric scooters, and protective clothing and equipment during the 45-day period from August 1, 2024, through September 14, 2024, and the 45-day period from November 1, 2024, through December 15, 2024. The sales price is limited to:

- \$1,750 or less for electric bicycles.
- \$500 or less for electric scooters.
- \$150 or less for helmets.
- \$50 or less for knee or elbow pads.

The exemption does not apply to sales within a theme park or entertainment complex, within a public lodging establishment, or within an airport. The lease or rental of an electric bicycle, electric scooter, or protective clothing and equipment does not qualify as an exempt retail sale under the exemption.

**LICENSE TAXES – HB 107 (ESPOSITO)**

Died on the House calendar.

This bill defines the terms “electric vehicle” and “plug-in hybrid vehicle”. It also imposes specified additional annual license taxes on electric vehicles, authorizes persons and entities to biennially renew vehicle registrations for electric vehicles and plug-in hybrid electric vehicles, and addresses the distribution of proceeds from the additional license taxes and the requirements for how local governments may use those proceeds. The bill would exempt certain vehicles from specified license fees.

**ALTERNATIVE FUEL FLEET VEHICLE REBATES – SB 650 (RODRIGUEZ)**

Died in its third committee of reference.

Renames the natural gas fuel fleet vehicle rebate program to the alternative fuel fleet vehicle rebate program and expands its scope.

- Expands rebate eligibility from only natural gas-fueled fleet vehicles to those powered by various alternative fuels, including electric and hybrid sources.
- Requires that these fleet vehicles comply with applicable U.S. Environmental Protection Agency emission standards.
- Mandates the Department of Agriculture and Consumer Services to adopt necessary rules for the program by December 31, 2024.

- Caps rebates at 50% of eligible costs or a maximum of \$25,000 per vehicle and \$250,000 per fiscal year for each applicant, with a partial reservation of funds for governmental applicants.

**TRAFFIC INFRACTION DETECTORS – HB 805 (BORRERO)**

Never received a committee hearing.

Proposes an amendment to the State Constitution to ban traffic infraction detectors, also known as "red-light cameras."

- Prohibits the use of traffic infraction detectors within the state.
- Defines "traffic infraction detector" or "red-light camera" as any system designed to work with traffic control signals to record images or videos of vehicles not stopping at the stop bar or stop line when facing a steady red traffic light.
- Mandates that this amendment be placed on the ballot for approval or rejection by the electors.

**TRANSPORTATION DISADVANTAGED TRUST FUND – SB 874 (STEWART)**

Never received a committee hearing.

This bill provides an annual appropriation from the Transportation Disadvantaged Trust Fund to implement a specified grant program beginning in a specified fiscal year. It authorizes an agency to apply annually to the Commission for the Transportation Disadvantaged for a grant while specifying a maximum amount for the grants. Provides an exception to the maximum specified grant amount and requires a local match for all grants provided. Requires that certain funds be used for a specified purpose.

**TRANSPORTATION - SB 1032 (GRUTERS)**

Died in its third committee of reference.

The bill revises various aspects of transportation, including compliance and penalties related to railroad-highway grade crossings, the membership of advisory boards, and M.P.O. (metropolitan planning organization) requirements:

- Deleted obsolete language and revised stipulations for stopping at railroad-highway grade crossings, enhancing penalties for violations.
- Expanded circumstances under which driving through a railroad-highway grade crossing is prohibited and adjusted corresponding penalties.
- Updated the membership criteria for the Center for Urban Transportation Research (CUTR) and Implementing Solutions from Transportation Research and Evaluating Emerging Technologies (I-STREET) Living Lab advisory boards.
- Amended procedures regarding the designation, composition, and duties of M.P.O.s, emphasizing consolidation, best practices exchange, member training, and performance evaluation.
- Adjusted provisions related to transportation project financing, including public-private partnerships and the integration of advanced transportation technologies in planning.
- Modified the preemption related to airport or seaport fees charged for taxicab pickups, ensuring uniformity of fees for all such pickups.
- Required the Department of Transportation to submit a comprehensive review report by October 31, 2024, examining the need for redrawing district boundaries due to population and urban density changes.

Economic Development: PASSED



REGIONAL RURAL DEVELOPMENT GRANTS PROGRAM - HB 141 (ABBOTT)

Passed the legislature; has not yet been sent to the Governor.

Streamlines the process for regional economic development organizations and Triumph Gulf Coast, Inc. to receive and utilize grants. The bill eliminates several requirements related to the Regional Rural Development Grants Program:

- Removes the requirements for grant funds received by a regional development organization to be matched each year by nonstate resources in an amount equal to 25 percent of the state contributions.
- Removes the requirement for local governments and private businesses to make financial or in-kind commitments to the regional organization.
- Removes the requirement that the DOC consider the demonstrated need of the applicant for assistance when approving participants for the program.

The bill also allows Triumph Gulf Coast, Inc., to retain interest earned on the funds in its trust account rather than having those funds revert to the Triumph Gulf Coast Trust Fund. The funds held are required to be used to make awards or for administrative costs.



BROADBAND – HB 1147 (TOMKOW)

Passed the legislature; has not yet been sent to the Governor.

The bill extends the expiration date of a promotional rate for broadband attachments to municipal electric utility poles. It mandates a promotional rate of \$1 per wireline attachment per pole per year for broadband providers, applies the promotional rate for attachments made to expand service to unserved or underserved end users, and extends the promotional rate validity to December 31, 2028, from the original expiration date of July 1, 2024.



DEPARTMENT OF COMMERCE – SB 1420 (BURGESS)

Passed the legislature; has not yet been sent to the Governor.

Expands the responsibilities and framework of the Department of Commerce, addressing land development for healthcare facilities, local government regulations, infrastructure funding, workforce development, and military base support. Authorizes the state land planning agency to assist in planning and developing critical healthcare facilities and restricts local government requirements on tree pruning, trimming, or removal for veterans' healthcare facility projects. Prohibits county ordinances from revoking parts of municipal local comprehensive plans or land development regulations with retroactive applicability provisions. Revises requirements for local governments on transportation concurrency systems, emphasizing local government's exclusive power in evaluating transportation impacts and setting fees. Revises the legislative intent regarding the adoption of impact fees by special districts, specifying conditions under which local governments must credit certain contributions toward impact fees. Updates procedures for adopting comprehensive plan amendments, including deadlines and withdrawal conditions if timelines are not met. Increases the authorized loan term under the Local Government Emergency Revolving Bridge Loan Program. Revises the duties of the Florida Sports Foundation and renames the Florida Defense Support Task Force to a direct-support organization under the Department of Commerce, detailing its mission, board composition, and operational requirements. Amends the process for local government review of developments of regional impact, especially concerning changes to multimodal pathways. Adjusts the definition of businesses and funding priorities under the Incumbent Worker Training Program. Specifies that certain

members of the state workforce development board are voting members. Requires action for a proposed revived declaration and other governing documents of a homeowners' association, including departmental review and amendment possibilities for existing loan agreements.

Economic Development: FAILED



FLORIDA MAIN STREET PROGRAM AND HISTORIC PRESERVATION TAX CREDITS – SB 1166 (DICEGLIE)

Died in its second committee of reference.

This bill establishes the Main Street Historical Tourism and Revitalization Act, providing tax credits for the rehabilitation of certified historic structures. It defines eligibility criteria for active Main Street programs and various terms related to the rehabilitation of certified historic structures; specifies the process for taxpayers to apply for and receive tax credits, including requirements for documentation and the approval process by the Department of Revenue; sets limits on tax credits, including a maximum of \$200,000 per project, with a higher percentage credit for projects in designated local program areas; allows for the sale or transfer of tax credits between taxpayers, with limits on transactions and requirements for documentation; and grants the Department of Revenue authority to audit and examine claims to ensure compliance, with penalties for fraudulent claims. It also requires the Department of Revenue to submit annual reports detailing the program's impact, including employment during construction, the use of rehabilitated buildings, and changes in property values; authorizes the Department of Revenue to adopt emergency rules for program implementation, with these provisions expiring on July 1, 2025; and specifies that the act applies to taxable years beginning on or after January 1, 2025, with permanent provisions taking effect on July 1, 2024.

Health and Human Services: PASSED



RURAL EMERGENCY HOSPITALS – SB 644 (SIMON)

Passed the legislature; has not yet been sent to the Governor.

The bill creates a new hospital designation type, "rural emergency hospital" (REH), and defines requirements for a rural or critical access hospital to apply to the Agency for Health Care Administration (AHCA) for that designation. The bill clarifies that an REH is subject to the requirements to provide emergency services and care for any emergency medical condition in accordance with current law. Additionally, the bill extends the licensure expiration date for rural hospitals licensed in fiscal years 2010-2011 or 2011-2012 from June 30, 2025, to June 30, 2031.



MEDICAL TREATMENT UNDER THE WORKERS' COMPENSATION LAW – SB 362 (BRADLEY)

Passed the legislature; has not yet been sent to the Governor.

Increases witness fee limits and reimbursement allowances for physicians and surgical procedures under Workers' Compensation Law.

- Allows healthcare providers giving a deposition to charge a witness fee of up to \$300 per hour, an increase from \$200.
- Limits expert witness fees, who have not provided direct services related to the case but reviewed records, to \$300 per day, up from \$200.
- Raises maximum reimbursement for physicians under chapters 458 or 459 to 175% of Medicare's reimbursement rate from the previous 110%.

- Increases the maximum reimbursement for surgical procedures to 210% of Medicare's rate or the level adopted by the three-member panel as of January 1, 2003, whichever is higher.
- Obligates the department to provide data, including utilization trends, to the panel and furnish an annual report on medical reimbursement dispute resolutions.

Health and Human Services: FAILED



HEALTH INSURANCE COST SHARING – HB 363 (CROSS)

Never received a committee hearing.

Requires health insurers and pharmacy benefit managers to apply payments for certain prescription drugs toward insureds' cost-sharing requirements.

- Defines "cost-sharing requirement" as any out-of-pocket expense imposed on an insured, including deductibles and copayments.
- Mandates that payments made by or on behalf of an insured for prescription drugs without a generic equivalent or with a generic equivalent but authorized through specific processes must be applied toward the insured's cost-sharing requirements.
- Includes any form of financial assistance, manufacturer copay cards, or any reduction in out-of-pocket expenses toward the insured's cost-sharing contributions.
- Requires health insurers and pharmacy benefit managers to disclose on their websites and in policy documents that payments made by or on behalf of insureds must be applied toward cost-sharing requirements.
- Applicable to policies issued, delivered, or renewed on or after January 1, 2025.



DECLARATIONS OF A PUBLIC HEALTH EMERGENCY – HB 459 (RUDMAN)

Never received a committee hearing.

Revises terms and procedures related to public health emergencies in Florida, particularly regarding vaccines, renewals of emergency declarations, individual rights, and election protocol alterations.

- Excludes the administration of vaccines from the definitions of "treat," "treated," or "treatment."
- Limits a public health emergency declaration to 60 days, with possible extensions by the Governor for 30 days; subsequent renewals require a two-thirds legislative majority vote.
- Authorizes individuals to refuse examination, testing, or treatment during a public health emergency by submitting a written refusal without being subjected to these measures.
- Removes the State Health Officer's authority to use any means necessary to treat unwilling or unable individuals.
- Prohibits closures of churches, businesses, government buildings, schools, and public domains during a public health emergency, as well as alterations to election procedures, mandating case-by-case authorization with due process rights.



ACCESS TO APPROPRIATE MEDICATIONS FOR SERIOUS MENTAL ILLNESS – HB 491 (GONZALEZ PITTMAN)

Never received a committee hearing.

Defines "serious mental illness" for Medicaid purposes, listing conditions such as bipolar disorder, major depressive disorders, and schizophrenia. Requires the Agency for Health Care Administration to approve Medicaid

drug products for the treatment of serious mental illness without step-therapy prior authorization under certain conditions. Amends various sections to ensure consistency with the new definition of serious mental illness and to facilitate the efficient implementation of this policy. Directs the Agency for Health Care Administration to consider the financial impact of the act in specific Medicaid program rates.



HEALTH CARE SERVICES – SB 584 (HARRELL)

Never received a committee hearing.

Prohibits a health plan from declining to participate in a certain process. Requires a health plan to pay a claimant the amount provided in the Agency for Health Care Administration's final order within a specified timeframe. Provides a financial penalty for failure to comply and requires the agency to notify the appropriate licensure or certification entity under certain circumstances.

Education: PASSED



EDUCATION – HB 1285 (CANADY)

Passed the legislature; has not yet been sent to the Governor.

A robust bill that Amends various Florida statutes to enhance education. More specifically, the bill:

- Eliminates the need for annual exemption applications on property used for charter schools, mandating notification to the property appraiser under certain conditions, with specified penalties for non-compliance.
- Introduces the Office of Ocean Economy within the State University System, outlining its duties and reporting requirements.
- Prohibits Florida College System institution and state university board members from engaging in business dealings with entities under their purview.
- Allows for enrollment preference at charter schools for students transferring from classical schools.
- Authorizes private schools to use certain facilities without specific zoning or land use requirements, provided they meet health, safety, and welfare laws.
- Specifies assessment responsibilities for virtual instruction providers and requires school districts to accommodate testing for virtual students.
- Establishes the Purple Star School District Program with requirements for support and coordination of services for military students and families.
- Mandate's school districts and charter schools to offer the Armed Services Vocational Aptitude Battery test to certain students.
- Revises dropout prevention programs, including requirements for academic intervention plans.
- Prevents public postsecondary institutions from prohibiting student employment, with exceptions.
- Limits objections to school district instructional materials and requires publishers to provide materials electronically for educational purposes.
- Creates associate in arts specialized transfer degrees with a process for approval and reporting.
- Requires school districts to attempt entering agreements for online dual enrollment courses with Florida College System institutions.
- Adjusts provisions for school improvement measures, including requirements for schools failing to improve grades.
- Modifies tuition differentiation policy for advance payment contracts pre-2024.

- Requires the State Board of Education to adopt rules for issuing classical education teaching certificates, valid only in classical schools.
- Allows the Commissioner of Education to appoint an executive director for the Education Practices Commission.
- Repeals the Florida College System institution employment equity accountability program.
- Appropriates funds for bonuses to International Baccalaureate teachers based on student performance.

Education: FAILED



CHILD CARE AND EARLY LEARNING PROVIDERS – HB 635 (MCFARLAND)

Died on the House calendar.

Provides tax credits to taxpayers for operating eligible childcare facilities, offering childcare benefits to employees, and making payments to childcare facilities.

- Exempts public and private preschools from certain special assessments levied by municipalities.
- Defines "preschool" as a licensed childcare facility serving children under 5 years of age.
- Authorizes tax credits against various state taxes for actions supporting childcare, with limitations on the credit amount.
- Requires electronic filing for tax returns and payments related to these credits.
- Modifies licensing standards for childcare facilities, including training requirements for personnel and safety standards.
- Expands types of providers considered in plans to eliminate duplicative inspections and revises requirements for abbreviated inspection plans.
- Specifies that certain childcare facilities are exempt from some requirements.
- Defines "large family childcare home" and applies specific insurance provisions to them.



Council Communication

To: Mayor and Village Council
From:
Date: April 9, 2024
SUBJECT: Discussion about Exploring Possible Sister City Partnership (Mayor Pinder) - TAB 2

Background:

Mayor Pinder has requested a discussion to explore the possibility of a Sister City partnership. Please review this link for more information about the Sister City program.

<https://sistercities.org/>

Analysis:

Founded by President Dwight D. Eisenhower in 1956, Sister Cities International is a nonpartisan 501(c)(3) nonprofit that serves as the national membership organization for individual sister cities, counties, and states across the United States. This network unites tens of thousands of citizen diplomats and volunteers in over 300 member communities with over 2,000 partnerships in more than 140 countries.

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From: Jennifer DeBoisbriand , Planning Director
Date: April 9, 2024
SUBJECT: **BPAS & County ROGO Update and Request for Council Direction- TAB**
3

Background:

In the Fall of 2023, the State Department of Commerce issued their Florida Keys Hurricane Evacuation Modeling Report. This report provided several scenarios for clearance times in the event of a hurricane. After the report was issued, all the jurisdictions in Monroe County decided to let the County lead the effort on future consideration of additional ROGO/BPAS allocations. In early 2024, the state legislature agreed to include Key West in the evacuation modeling and to include mobile homes in Phase 1.

On March 20, 2024, The Monroe County BOCC held a ROGO workshop in Key Largo. It was attended by myself, Jamie Terry and Rob Cole from staff. A lot of good information was presented at this workshop and I have attached the three PowerPoint presentations for your review if you were unable to attend. The County is conducting their public process with the intent of presenting a report and findings to the BOCC for a decision in December. They will be looking to each municipality to provide guidance on what we will be looking for in regard to the allocations.

In early 2024, the Village adopted a moratorium on market rate building. This became effective on February 6th and is for a 6 month period. It can also be extended for another 6 months.

Analysis:

Staff has proposed a public process for the Village to gather data and feedback regarding the potential for future allocations. A proposed timeline is attached. The end goal is to provide the Village Council with enough information by its October meeting so that they can make a recommendation back to the BOCC.

This public process will provide the information necessary to formulate the report and recommendations for the Council. One basis for the moratorium was to determine a plan to manage requests for allocations and the vacant lots. This process will also accomplish that as well. It is likely we may need an extension based on the timeline, but we can address that as we get closer to August.

Budget Impact:

At this time no impact to the budget.

Staff Impact:

Staff will be involved in collecting the data and community feedback.

Recommendation:

Staff asks that Council agree with proposed timeline and process so that we can begin as soon as possible.

- Attachments:**
1. Timeline for BPAS Considerations
 2. Clearance times
 3. Process for ROGO Planning BOCC March 2024
 4. Presentation to BOCC - ROGO 3-20-2024
 5. Takings Overview_6

Village of Islamorada Process for Future BPAS Consideration

March 2024

- 20th – Monroe County ROGO Workshop

April 2024

- 9th – Process update to Village Council
- Data Gathering including Vacant Parcel analysis and infrastructure needs/considerations

May 2024

- Continue Data Gathering
- Planning Staff to meet with Department Heads to gather feedback
- Begin to Plan Community Workshops
- Work with It to develop Community survey

June 2024

- 11th- Process update to Village Council
- 1st Community Workshop
- Launch Community Survey

July 2024

- Review all data and feedback to date from community

August 2024

- Begin to draft findings and report/recommendations
- 2nd Community Workshop

September 2024

- 10th – Update to Council – Discuss draft findings
- Prepare final Report and Recommendations to Council

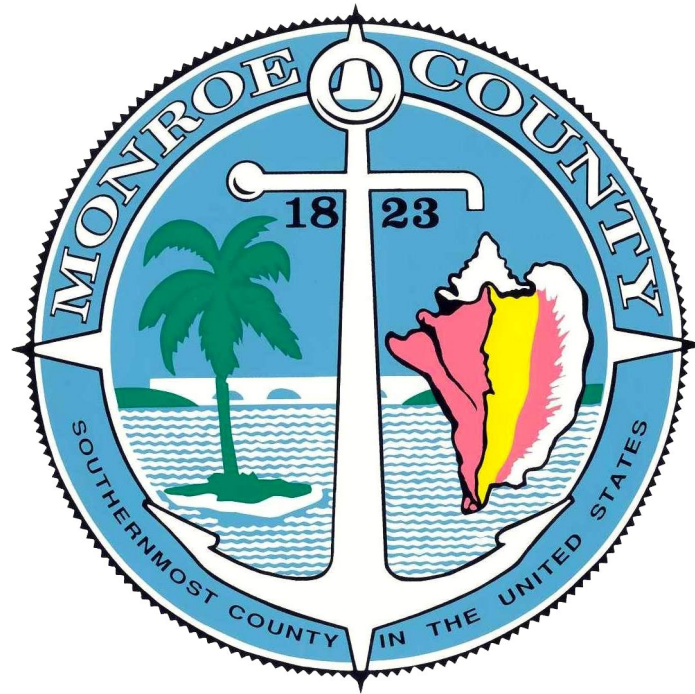
October 2024

- 8th – Council to review final report and vote on recommendation to the BOCC

Clearance Times Summary - 2023

Baseline Modeling			Phases	Florida Keys Including Key West		Florida Keys Excluding Key West	
				Mobile Homes in Phase 2 (hours)	Mobile Homes in Phase 1 (hours)	Mobile Homes in Phase 2 (hours)	Mobile Homes in Phase 1 (hours)
Baseline Modeling		Shows baseline - does not include additional prospective allocations	Phase 2	26.0	24.0	15.5	15.5
			Phase 1	15.5	15.5	15.0	15.0
Prospective Modeling to Inform Future Policy Considerations							
S1	3,550 Allocations	Distribute based on county/municipality population size	Phase 2	27.5	25.5	15.5	15.5
			Phase 1	15.5	15.5	15.0	15.0
S2	3,550 Allocations	Distribute based percentage of vacant lands per county/municipality	Phase 2	28.0	26.0	15.5	15.5
			Phase 1	15.5	15.5	15.0	15.0
S3	3,550 Allocations	Distribute based on current allocations: (1,970-Monroe, 300-Marathon, 280-Islamorada, 910-Key West, 30-Layton, 60-Key Colony Beach)	Phase 2	28.0	26.0	15.5	15.5
			Phase 1	15.5	15.5	15.0	15.0
S4	Minimal Allocations (11 allocations/yr)	Distributes Monroe County (5); Marathon (2); Islamorada (2); Key West (2 – affordable only)	Phase 2 (10 Years Growth)	26.5	24.0	15.5	15.5
			Phase 2B (20 Years Growth)	26.5	24.0	15.5	15.5
			Phase 1	15.5	15.5	15.0	15.0
S5	One Unit/Vacant Lot	Distributes 7,954 units	Phase 2	31.0	28.5	17.0	16.5
			Phase 1	15.5	15.5	15.0	15.0

Process for Consideration of Future Changes to ROGO



The Purpose:

The purpose of the process is to combine county planning information with community conversation to gather input from residents, stakeholders, municipalities and other agencies for use by the BOCC in their decision making regarding possible revisions to the MC Rate of Growth Ordinance and evacuation time.

The Team:

- Kevin Wilson- Oversight of project
- Kimberly Matthews- Coordination of the overall process and facilitation of community, stakeholder and municipal input
- Emily Schemper & staff- ROGO and all things planning expertise
- Kristen Livengood- PR & social media expertise
- Derek Howard- Takings expertise
- Bob Shillinger- All things legal
- Shannon Weiner- Emergency Management and evacuation expertise

The Process:

Three Phases:

- Phase 1- 30K ft View- Planning & Gathering Broad view
- Phase 2-With a narrowing focus, what are the most important factors?
- Phase 3- Homestretch- feedback on specifics

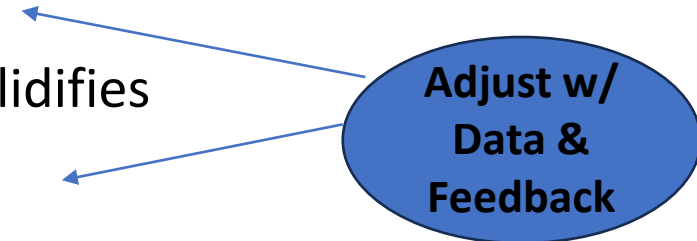
The Process:

Three Components to each Phase:

- Team Collaboration- Internal planning and analysis. Adjustments as needed based on feedback throughout the process
- Public Engagement-Outreach to and direct feedback from the community and stakeholders (online, workshops and presentations)
- Municipal and Intergovernmental Dialogue- Collaboration and input from municipalities and agencies

An Evolving Process:

- **Phase 1- Broad look at many considerations**
 - Planning Dept data collection ongoing (Next steps detailed in next slide)
 - Online tool for public feedback (ongoing through every phase)
 - Educational information for knowledge calibration
 - Meetings with stakeholders and County
 - Initial discussions with municipalities
 - BOCC workshops (ongoing each month)
- **Phase 2- Focused Feedback**
 - Focus discussion as Planning directions and data solidifies
 - Outreach meetings with Community
 - Collaboration with municipalities and agencies
- **Phase 3- Homestretch- Final Thoughts**
 - Series of final public townhalls
 - Accept final feedback/recommendations from municipalities



Planning Considerations

- **Request updated/similar analysis of Private Vacant Land in the municipalities.**
- **Evacuation timeframe requirements**
- **Infrastructure considerations**
 - roads
 - water/sewer
 - schools
 - electric
 - etc.
- **Economics – monetary cost, social cost, environmental cost, etc.**
- **Types of allocations – market rate, affordable, workforce, homestead?**
- **ROGO's key element is the RATE at which development occurs.**
 - Concurrence
 - Time for land acquisition and other retirement of development rights

The Timeline:

March - May

- Team Coordination
- Development and deployment of educational information and online survey tools
- Planning team work to establish criteria for most important feedback needed by BOCC
- Book and Promote Community Meeting Presentations for upcoming months
- Commission workshops/discussion in BOCC meetings
 - March Meeting:
 - Update on Remaining Vacant Land within Monroe County- Emily Schemper
 - “Takings 101”- Derek Howard
 - Future Meetings:
 - Updates on process and findings thus far from Team
- Schedule/Begin discussions with Municipalities
- Begin Stakeholder meetings as available

The Timeline:

June - September

- Ongoing Team Coordination and honing of process based on data collection
- Online survey tools for community input collection
- Commission workshops/discussion in BOCC meetings
- Municipal/County Coordination
- Stakeholder meetings
- Community Meeting Presentations begin

The Timeline:

October - November

- Final series of open public townhalls throughout the County
- Data Collation & Report
- Commission workshops/discussion in BOCC meetings
- Coordination with Municipalities for final input (November)

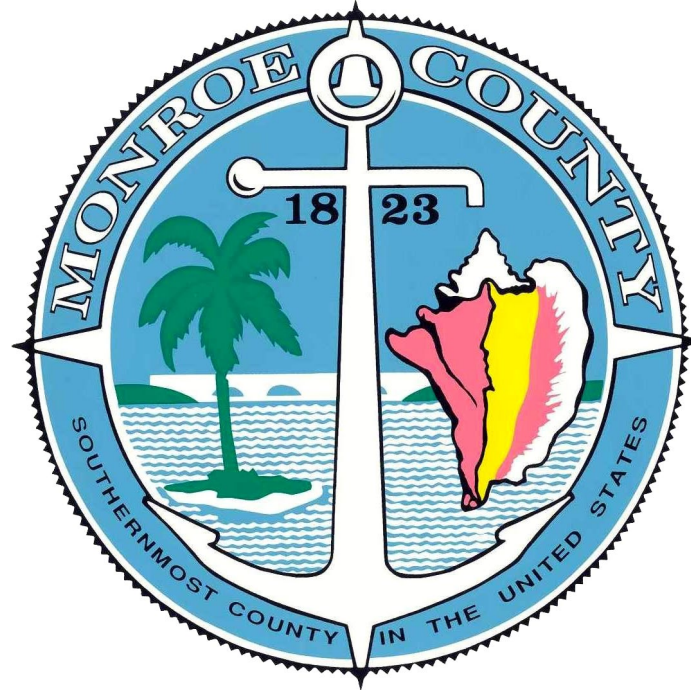
The Timeline:

December

- Commission Final Workshop and Decision

The Process will:

- Evolve with feedback, analysis and additional data
- Educate the community and stakeholders on all aspects of the issue
- Work in collaboration with the municipalities and other government agencies
- Allow for input by all members of the Community through a transparent public process
- Provide a data driven analysis of the robust collaborative process for BOCC decision making



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Monroe County

ROGO Permit Allocation System

Emily Schemper, AICP, CFM
Sr. Director of Planning and Environmental Resources

Monroe County BOCC
Special Meeting
March 20, 2024



Background Information: ROGO/BPAS

1972: Areas of Critical State Concern Program (ACSC) was adopted [Section 380.05, F.S.]

1979: Florida Legislature designates the Florida Keys as an ACSC.

1992: the **Rate of Growth Ordinance or ROGO** adopted.

- ROGO was implemented in order to **provide for the safety of residents in the event of a hurricane evacuation and to protect the significant natural resources of the County**, as required by the State of Florida. ROGO established a competitive permit allocation system where those applications with the highest scores are awarded building permits.

2012: Department of Economic Opportunity (DEO) completed the hurricane evacuation clearance time modeling task and found that with 10 years' worth of building permits, the Florida Keys would be at a 24-hour evacuation clearance.

- Based upon the resulting 24-hour evacuation clearance, DEO determined the remaining allocations for the Florida Keys (3,550 additional permits countywide, **1,970 of these permits were assigned to Monroe County**).
- **First time hurricane modeling showed a 24-hour permanent resident evacuation.** Indicated reaching the build-out of the Florida Keys.

County ROGO – Extended through 2026

January, 2020, County adopted ordinances to extend remaining allocations through 2026.

Beginning July 13, 2020 (ROGO YR 29), the available market rate allocations were reduced from 126/year to 64/year to extend the distribution of ROGO allocations through 2026.

- Increases time for land acquisition
- Allows time for CP and Code updates following next evacuation model (end of 2023?)

ROGO Year	Annual Allocation	
	Market Rate	Affordable Housing
July 13, 2013- July 12, 2014	126 U: 61, L:57, BPK/NNK: 8	71
July 13, 2014- July 12, 2015	126 U: 61, L:57, BPK/NNK: 8	71
July 13, 2015- July 12, 2016	126 U: 61, L:57, BPK/NNK: 8	71
July 13, 2016- July 12, 2017	126 U: 61, L:57, BPK/NNK: 8	497 total AFH (total available immediately)
July 13, 2017- July 12, 2018	126 U: 61, L:57, BPK/NNK: 8	
July 13, 2018- July 12, 2019	126 U: 61, L:57, BPK/NNK: 8	
July 13, 2019- July 12, 2020	126 U: 61, L:57, BPK/NNK: 8	
July 13, 2020- July 12, 2021	126 64 U: 61 31, L: 57 29, BPK/NNK: 8 4	
July 13, 2021- July 12, 2022	126 64 U: 61 31, L: 57 29, BPK/NNK: 8 4	
July 13, 2022- July 12, 2023	126 64 U: 61 31, L: 57 29, BPK/NNK: 8 4	
July 13, 2023- July 12, 2024	62 U: 30, L:28, BPK/NNK: 4	
July 13, 2024- July 12, 2025	62 U: 30, L:28, BPK/NNK: 4	
July 13, 2025- July 12, 2026	62 U: 30, L:28, BPK/NNK: 4	
Total	1,260	710*
*Includes two annual affordable ROGO allocation for the Big Pine Key / No Name Key subarea through the Incidental Take Permit (ITP) ending in 2023.		

County ROGO – Extended through 2026

January, 2020, County adopted ordinances to extend remaining allocations through 2026.

Beginning July 13, 2020 (ROGO YR 29), the available market rate allocations were reduced from 126/year to 64/year to extend the distribution of ROGO allocations through 2026.

As of March 2024:	<u>Upper Keys</u>	74 Market Rate remaining, through July 2026
	<u>Lower Keys</u>	70 Market Rate remaining, through July 2026
	<u>Big Pine/No Name Key</u>	10 Market Rate remaining, through July 2026
	<u>Administrative Relief Pool</u>	144 market rate + 300 early evac. for Admin Relief use (approx.)
	Total remaining	598 market rate (approx.)

	Number of Dwelling Units									
Subarea	ROGO YEARS:					ROGO YEARS:				
	July 13, 2020—July 12, 2021					July 13, 2023—July 12, 2024				
	July 13, 2021—July 12, 2022					July 13, 2024—July 12, 2025				
	July 13, 2022—July 12, 2023					July 13, 2025—July 12, 2026				
Upper Keys	31	Q1: 8	Q2: 8	Q3: 8	Q4: 7	30	Q1: 8	Q2: 8	Q3: 7	Q4: 7
Lower Keys	29	Q1: 8	Q2: 7	Q3: 7	Q4: 7	28	Q1: 7	Q2: 7	Q3: 7	Q4: 7
Big Pine and No Name Keys	4	Q1: 1	Q2: 1	Q3: 1	Q4: 1	4	Q1: 1	Q2: 1	Q3: 1	Q4: 1
Total market rate	64					62				

County ROGO – How Many Permits Are in the Queue??

How many permits are on the waiting list?

Most recently approved list of allocations, which will show those that remain “in line,” is posted on the County’s website:

Monroecounty-fl.gov

Home › Departments › County

Departments › Planning &

Environmental

Resources › ROGO/NROGO

System

Quarterly ROGO Results

ROGO Year 32: July 13, 2023 - July 12, 2024

- [Quarter 1 Year 32: July 13, 2023-Oct. 12, 2023](#)
- [Quarter 2 Year 32: Oct. 13, 2023-Jan. 12, 2024](#)
- [Quarter 3 Year 32: Jan. 13, 2024-April 12, 2024](#)
- [Quarter 4 Year 32: April 13, 2024-July 12, 2024](#)

ROGO Year 31: July 13, 2022 - July 12, 2023

- [Quarter 1 Year 31: July 13, 2022-Oct. 12, 2022](#)
- [Quarter 2 Year 31: Oct. 13, 2022-Jan. 12, 2023](#)
- [Quarter 3 Year 31: Jan. 13, 2023-April 12, 2023](#)
- [Quarter 4 Year 31: April 13, 2023-July 12, 2023](#)

ROGO Year 30: July 13, 2021 - July 12, 2022

- [Quarter 1 Year 30: July 13, 2021-Oct. 12, 2021](#)
- [Quarter 2 Year 30: Oct. 13, 2021-Jan. 12, 2022](#)
- [Quarter 3 Year 30: Jan. 13, 2022-April 12, 2022](#)
- [Quarter 4 Year 30: April 13, 2022-July 12, 2022](#)

County ROGO – How Many Permits Are in the Queue??

MARKET RATE

RESIDENTIAL DWELLING UNIT ALLOCATION RANKING,
AS APPROVED BY THE PLANNING COMMISSION

LOWER KEYS - YEAR 32, QUARTER 2 (October 13, 2023 through January 12, 2024)

Rank	Permit #	Name	Date	Time	Key	Subdivision	Lot	Block	R#	Tier	Tier Pts	Wetlands Tier 3 Adj	Wetlands Tier 3 Adj	App Pts	Land Ded Pts	Md EMPIAFH project Adj	Flood	BAT/ AWT	Big designed green Bldg code Adj	Concrete Caten Adj	Gray water reuse Adj	Solar photovoltaic 3KW or equiv. Adj	Ductless A/C or high efficiency Adj	Perk. Baseline Prior to 07/13/20 Adj	Grandfathered Voted 2 per Yr	2030 CP Allow cont. Pts Pts Tier 1 or 2	2030 CP Allow cont. Pts Pts Tier 2	Perk. Pts Tier 1 or 3-A First 4 Yrs +1, After 4 Yrs 1 Point per Yr	Perk. Pts Tier 2 First 4 Yrs +2, After 4 Yrs 1 Point per Yr	Perk. Pts Prior to New Date/Time	Paymnt Acc_Fund up to 2	Total		
MARKET RATE DWELLING UNITS																																		
1	22200011	North Indies Canal Corp	05-Oct-23	2:11 PM	Duck Key	Center Island Sec 2 Pl 1 Toma Harbor	73	2	00379420-000000	3	30	0	0	0	0	0	0	4	3	0	0	0	0	N/A	N/A	N/A	N/A	0	0	0	0	2	2	43
2	SFOUR-2023-0143	Passero Development LLC	12-Jan-24	12:30 PM	Shark Key	Shark Key Arnd & Rav	Pl Li 17	5	00159252-007300	3	30	0	0	0	0	0	0	0	3	1	0	0	0	N/A	N/A	N/A	N/A	0	0	0	0	N/A	0	43
3	20200303	King, Jeffrey	08-Jan-21	12:01 PM	Duck Key	Plantation Island Sec 3 Pl 1 Toma Harbor	4	6	00353770-000000	3	30	0	0	0	0	0	0	0	0	0	0	0	0	N/A	N/A	N/A	N/A	0	0	0	0	4	2	42
4	21102283	Pierre Boumehi LLC	25-Oct-23	2:25 PM	Little Torch Key	Jolly Roger Estates	15	1	00215320-000000	3	30	0	0	0	0	0	0	0	0	0	0	0	0	N/A	N/A	N/A	N/A	0	0	0	0	4	0	42
5	21102282	Pierre Boumehi LLC	25-Oct-23	2:30 PM	Little Torch Key	Jolly Roger Estates	14	1	00215310-000000	3	30	0	0	0	0	0	0	0	0	0	0	0	0	N/A	N/A	N/A	N/A	0	0	0	0	4	0	42
6	21100931	Wright, Miles	13-Dec-20	12:30 PM	Superior Key	Superior Shores Sec C Rav.	29		00189973-002900	3	30	0	0	0	0	0	0	0	0	0	0	0	0	N/A	N/A	N/A	N/A	0	0	0	0	4	1	42
7	SFOUR-2023-0149	Nolande Properties LLC	12-Jan-24	2:05 PM	Duck Key	Center Island Sec 2 Pl 1 Toma Harbor	35	3	00379510-000000	3	30	0	0	0	0	0	0	0	0	0	0	0	0	N/A	N/A	N/A	N/A	0	0	0	0	1	42	
8	SFOUR-2023-0207	Padgett/Barnett	15-Oct-23	2:55 PM	Summerland Key	Summerland Key Cove Add. #3	5	3	00191010-000000	3	30	0	0	0	0	0	0	0	0	0	0	0	0	N/A	N/A	N/A	N/A	0	0	0	0	0	0	41.5
9	22100426	Bitter Date Lee Revocable Trust 9/30/2013	05-Jan-22	8:55 AM	Superior Key	Regist Lots 1 & 2 Superior Shores	Tract G		00183011-000700	3	30	0	0	0	0	0	0	0	0	0	0	0	0	N/A	N/A	N/A	N/A	0	0	0	0	0	0	41
10	SFOUR-2023-0109	Vazquez, Raymond SR	11-Jul-22	2:25 PM	Superior Key	Superior Shores Sec B	47		00183860-000000	3	30	0	0	0	0	0	0	0	0	0	0	0	0	N/A	N/A	N/A	N/A	0	0	0	0	0	0	41
11	SFOUR-2023-0102	TBR Holding LLC	12-Jul-22	1:12 PM	Cudjoe	Cuthroal Harbor Estates	7	25	00152120-000000	3	30	0	0	0	0	0	0	0	0	0	0	0	0	N/A	N/A	N/A	N/A	0	0	0	0	0	0	41
12	SFOUR-2023-0085	Galvan, Daniel	5/17/2023	3:15 PM	Little Torch Key	Maltes Beach Plat #2	65		00219680-000000	3	30	0	0	0	0	0	0	0	0	0	0	0	0	N/A	N/A	N/A	N/A	0	0	0	0	0	0	41
13	21100842	Meyer and Boumehi 2 LLC	13-Sep-23	2:10 PM	Ramrod Key	Breckswept Beach Estates	11	4	00202200-000000	3	30	0	0	0	0	0	0	0	0	0	0	0	0	N/A	N/A	N/A	N/A	0	0	0	0	4	0	41
14	21100847	Meyer and Boumehi 2 LLC	13-Sep-23	2:15 PM	Little Torch Key	Jolly Roger Estates	6	16	00217250-000000	3	30	0	0	0	0	0	0	0	0	0	0	0	0	N/A	N/A	N/A	N/A	0	0	0	0	4	0	41
15	21100740	Meyer and Boumehi 2 LLC	13-Sep-23	2:17 PM	Ramrod Key	Ramrod Shores 2nd Add.	21		00209971-002100	3	30	0	0	0	0	0	0	0	0	0	0	0	0	N/A	N/A	N/A	N/A	0	0	0	0	4	0	41
16	21101164	Meyer and Boumehi LLC 2	13-Sep-23	2:20 PM	Ramrod Key	Breckswept Beach Estates	9	14	00204910-000000	3	30	0	0	0	0	0	0	0	0	0	0	0	0	N/A	N/A	N/A	N/A	0	0	0	0	4	0	41
17	22102073	Wright, Philip & Leah	26-Sep-23	02:05 PM	Cudjoe Key	Cuthroal Harbor Gal 1st Add.	11	5	00155010-000000	3	30	0	0	0	0	0	0	0	0	0	0	0	0	N/A	N/A	N/A	N/A	0	0	0	0	0	0	41
18	SFOUR-2023-0155	Langford, Robert J Sr /Mary M	10/12/2023	10:46 AM	Duck Key	Plantation Island Sec 3 Pl 2 Toma Harbor	7	3	00353030-000000	3	30	0	0	0	0	0	0	0	0	0	0	0	0	N/A	N/A	N/A	N/A	0	0	0	0	0	0	41
19	21100337	Seaham Developers Inc	03-Nov-22	10:06 AM	Little Torch Key	Jolly Roger Estates	30	2	00215770-000000	3	30	0	0	0	0	0	0	0	0	0	0	0	0	N/A	N/A	N/A	N/A	0	0	0	0	0	0	41
20	SFOUR-2023-0220	Gale, Gustavo Adolfo & Marie	13-Nov-22	11:00 AM	Big Caggit	Caggit Sub Arnd	3	2	00149600-000000	3	30	0	0	0	0	0	0	0	0	0	0	0	0	N/A	N/A	N/A	N/A	0	0	0	0	0	0	41
21	SFOUR-2023-0187	Atkins, Aydin & Tracy	20-Nov-23	12:15 PM	Shark Key	Shark Key Arnd. Rav.	3	5	00159253-005900	3	30	0	0	0	0	0	0	0	0	0	0	0	0	N/A	N/A	N/A	N/A	0	0	0	0	0	0	41
22	SFOUR-2023-0226	Moran, Michael P	05-Jan-24	3:02 PM	Little Torch Key	Jolly Roger Estates	2	13	00216500-000000	3	30	0	0	0	0	0	0	0	0	0	0	0	0	N/A	N/A	N/A	N/A	0	0	0	0	0	0	41
23	22101755	Ross, Craig S	21-Oct-22	1:57 PM	Little Torch Key	Windward Beach Estates	21	5	00222350-000000	3	30	0	0	0	0	0	0	0	0	0	0	0	0	N/A	N/A	N/A	N/A	0	0	0	0	0	0	40.5
24	20101906	CJR Properties-Alex F LLC	03-Dec-20	01:30 PM	Big Caggit	Johnsonville	11	17	00153220-000000	3	30	0	0	0	0	0	0	0	0	0	0	0	0	N/A	N/A	N/A	N/A	0	0	0	0	0	0	40
25	19200325	Wolf, Daniel	22-Dec-20	09:00 AM	Duck Key	Center Island Sec 2 Pl 1 Toma Harbor	15	5	00350170-000000	3	30	0	0	0	0	0	0	0	0	0	0	0	0	N/A	N/A	N/A	N/A	0	0	0	0	0	0	40
26	20200257	Thomson, Jamie & Jill	07-Jan-21	01:00 PM	Duck Key	Plantation Island Sec 3 Pl 2 Toma Harbor	12	2	00352770-000000	3	30	0	0	0	0	0	0	0	0	0	0	0	0	N/A	N/A	N/A	N/A	0	0	0	0	0	0	40
27	20102350	Draper, Brett & Marlie	12-Jan-21	10:40 AM	Little Torch Key	Jolly Roger Estates	12	19	00215130-000100	3	30	0	0	0	0	0	0	0	0	0	0	0	0	N/A	N/A	N/A	N/A	0	0	0	0	0	0	40
28	20200307	Serrano, Michael	09-Feb-21	11:21 AM	Duck Key	Plantation Island Sec 3 Pl 1 Toma Harbor	5	6	00354090-000200	3	30	0	0	0	0	0	0	0	0	0	0	0	0	N/A	N/A	N/A	N/A	0	0	0	0	0	0	40
29	20103155	Martinez, Julio	10-Mar-21	07:50 AM	Cudjoe Key	Cuthroal Harbor Estates	15	24	00152030-000000	3	30	0	0	0	0	0	0	0	0	0	0	0	0	N/A	N/A	N/A	N/A	0	0	0	0	0	0	40
30	21200182	Liermo, Eduardo	27-Sep-21	02:55 PM	Duck Key	Plantation Island Sec 3 Pl 2 Toma Harbor	29	1	00352630-000000	3	30	0	0	0	0	0	0	0	0	0	0	0	0	N/A	N/A	N/A	N/A	0	0	0	0	0	0	40
31	20100427	Date Lee Bitter Revocable Trust 9/30/13	26-Sep-21	03:30 PM	Superior Key	Superior Shores Regist Lots 1 & 2	Tract F		00163011-000800	3	30	0	0	0	0	0	0	0	0	0	0	0	0	N/A	N/A	N/A	N/A	0	0	0	0	0	0	40
32	22100116	Callaman Kurt & Tammy Ray Trust 2/24/26	12-Jul-22	11:56 AM	Superior Key	Superior Shores Sec D	111		00155030-000000	3	30	0	0	0	0	0	0	0	0	0	0	0	0	N/A	N/A	N/A	N/A	0	0	0	0	0	0	40
33	21102555	Guerra Jr., Carlos F	02-Aug-22	10:51 AM	Raccoon Key	Key Haven 6th Add.	15 & 16	3	00000000, 00136950	3	30	0	0	0	0	0	0	0	0	0	0	0	0	N/A	N/A	N/A	N/A	0	0	0	0	0	0	40
34	22101351	Pierre Boumehi LLC	02-Aug-22	11:25 AM	Little Torch Key	Jolly Roger Estates	6	17	00217510-000000	3	30	0	0	0	0	0	0	0	0	0	0	0	0	N/A	N/A	N/A	N/A	0	0	0	0	0	0	40
35	22101555	Condella, Steve & Madeline	15-Aug-22	2:14 PM	Saddlebunch	Saddlebunch Shores	3		00159200-000000	3	30	0	0	0	0	0	0	0	0	0	0	0	0	N/A	N/A	N/A	N/A	0	0	0	0	0	0	40
36	22101941	Boumehi Family LLC	25-Oct-22	2:42 PM	Ramrod Key	Breckswept Beach Estates	24	4	00202230-000000	3	30	0	0	0																				

County ROGO – Competitive Points System

The ROGO Permit Allocation System is a competitive points-based system.

Point categories are in Section 138-28 of the Land Development Code (available at Municode.com)

SUMMARY OF POINTS is on County Website:

Monroecounty-fl.gov

Home › Departments › County Departments › **Planning & Environmental**

Resources › ROGO/NROGO System

ROGO POINT CRITERIA SUMMARY			
POSITIVE POINTS		NEGATIVE POINTS	
Upper/Lower Keys	Big Pine Key	Upper/Lower Keys	Big Pine Key
+ 10 Tier I +20 Tier III-A +30 Tier III	+0 Tier I +10 Tier II +20 Tier III	-	-10 Development in Lower Keys - Marsh Rabbit habitat or buffer areas
+3 to +6 lot/parcel aggregation	+3 to +4 lot/parcel aggregation	-	-10 Development on No Name Key
+0.5 to +5 for land dedication	+2 to +5 for land dedication	-	-10 Development in Key Deer Corridor
+6 for market rate housing with an affordable or employee housing project	+6 for market rate housing with an affordable or employee housing project	-3 to -5 for Tier III parcels adjacent or contiguous to Tier I properties with wetlands	-3 to -5 for Tier III parcels adjacent or contiguous to Tier I properties with wetlands
+4 central wastewater system availability	+4 central wastewater system availability	-6 structure within "V" zone	-6 structure within "V" zone

POSITIVE POINTS		NEGATIVE POINTS	
Upper/Lower Keys	Big Pine Key	Upper/Lower Keys	Big Pine Key
Up to +2 for monetary payment to the County's land acquisition fund	Up to +2 for monetary payment to the County's land acquisition fund	-4 Development in CBRS	-4 Development in CBRS
+0.5 to +3 for energy and water conservation measures	+0.5 to +3 for energy and water conservation measures	-	-
+1 Perseverance Points for Tier I, II or III-A, per year for the first 4 years (+0.5 per year after the first 4 years)	+1 Perseverance Points for Tier I, II or III-A, per year for the first 4 years (+0.5 per year after the first 4 years)	-	-
+2 Perseverance Points for Tier III, per year for the first 4 years (+1 per year after the first 4 years)	+2 Perseverance Points for Tier III, per year for the first 4 years (+1 per year after the first 4 years)	-	-

Points: Land Dedication, Aggregation, \$\$ Payment

2016 Comprehensive Plan / Code Update:

Added new categories for extra ROGO points for Land Dedication and Lot Aggregation

Categories Target Both: Conservation Land AND Retirement of Density

Code also includes up to 2 points for \$ payment into the Land Acquisition Fund

- The monetary value of each point is set annually by the County based upon the estimated average fair market value of vacant, privately-owned, buildable IS/URM zoned, platted lots.

(currently \$75,727/point)

Land Dedication outside Big Pine/No Name Keys Subarea: The following points shall be assigned to allocation applications to encourage, the voluntary dedication of vacant, buildable land within Tier I designated areas, Tier II (Big Pine Key and No Name Key), Tier III-A Special Protection Areas (SPA), and parcels which contain undisturbed wetlands for the purposes of conservation, resource protection, restoration or density reduction and, if located in Tier III outside of Special Protection Areas (SPA), for the purpose of retirement of development rights or providing land for affordable housing where appropriate. Applicants can utilize lands dedicated pursuant to Policy 101.5.26; however, submerged lands (inundated by water) shall not be eligible for land dedication.		Points:
☐ +4 points per platted lot: Proposes dedication to Monroe County of one (1) vacant, legally platted lot, designated as Tier III for affordable housing , containing a minimum of 2,000 square feet of uplands. Each additional vacant, legally platted lot that meets the aforementioned requirements will earn points as specified. Number of platted lots in Tier III for Affordable Housing : _____ X 4 = _____	☐ +4 points for each acre: Proposes dedication to Monroe County of at least one (1) acre of vacant, unplatted land located within a Tier I area containing a minimum of 2,000 square feet of uplands. Each additional one (1) acre of vacant, unplatted land that meets the aforementioned requirements will earn points as specified. Number of acres in Tier I : _____ X 4 = _____	
☐ +5 points per platted lot: Proposes dedication to Monroe County of one (1) vacant, legally platted lot, designated as Tier III for retiring rights , containing a minimum of 2,000 square feet of uplands. Each additional vacant, legally platted lot that meets the aforementioned requirements will earn points as specified. Number of platted lots in Tier III retiring rights : _____ X 5 = _____	☐ +2 points for each platted lot: Proposes dedication to Monroe County of one (1) vacant, legally platted lot which contains undisturbed wetlands . Each additional vacant, legally platted lot that meets the aforementioned requirements will earn points as specified. Number of platted lots containing undisturbed wetlands: _____ X 2 = _____	
☐ +4 points per parcel: Proposes dedication to Monroe County of one (1) vacant, legally platted parcel, designated as Tier III for retiring rights , containing a minimum of 2,000 square feet of uplands. Each additional vacant, legally platted parcel that meets the aforementioned requirements will earn points as specified. Number of parcels in Tier III retiring rights : _____ X 4 = _____	☐ +2.5 points for each platted lot: Proposes dedication to Monroe County of one (1) vacant, legally platted lot, designated as Tier I , containing a minimum of 2,000 square feet of uplands and not designated as Residential Conservation or Residential Low . Each additional vacant, legally platted lot that meets the aforementioned requirements will earn points as specified. Number of platted lots in Tier I (NOT designated RC or RL) : _____ X 2.5 = _____	
☐ +1 point per platted lot: Proposes dedication to Monroe County of a vacant, legally platted lot, designated as Residential Low containing a minimum of 2,000 square feet of uplands. Each additional vacant, legally platted lot that meets the aforementioned requirements will earn points as specified. Number of platted lots in Tier I (RL) : _____ X 1 = _____	☐ +2 points for each platted lot: Proposes dedication to Monroe County of one (1) vacant, legally platted lot, designated as Tier III-A (Special Protection Area-SPA) containing a minimum of 2,000 square feet of uplands. Each additional vacant, legally platted lot that meets the aforementioned requirements will earn points as specified. Number of platted lots in Tier III-A (SPA) : _____ X 2 = _____	
☐ +0.5 points per platted lot: Proposes dedication to Monroe County of one (1) vacant, legally platted lot, designated as Residential Conservation containing a minimum of 2,000 square feet of uplands. Each additional vacant, legally platted lot that meets the aforementioned requirements will earn points as specified. Number of platted lots in Tier I (RC) : _____ X 0.5 = _____	☐ +2 points per parcel: Proposes dedication to Monroe County less than one (1) acre of vacant, unplatted land located within a Tier III-A area containing a minimum of 2,000 square feet of uplands. Each additional parcel with vacant, unplatted land that meets the aforementioned requirements will earn points as specified.	
☐ +2 points per parcel: Proposes dedication to Monroe County less than one (1) acre of vacant, unplatted land located within a Tier I area containing a minimum of 2,000 square feet of uplands. Each additional parcel with vacant, unplatted land that meets the aforementioned requirements will earn points as specified. Number of unplatted parcels in Tier I : _____ X 2 = _____	☐ +3 points per parcel: Proposes dedication to Monroe County of at least one (1) acre of vacant, unplatted land located within a Tier III-A area containing a minimum of 2,000 square feet of uplands. Each additional parcel with vacant, unplatted land that meets the aforementioned requirements will earn points as specified. Number of unplatted parcels in Tier III-A (SPA) : _____ X 3 = _____	

+0.5 to +5 points available for Land Dedication

Points: Land Dedication

To CONFIRM # of Land Dedication Points:

Letter of ROGO Land Dedication

- Prepared by County Biologist
- Requires authorization from current landowner
- Apply with Planning & Env. Resources Department

APPLICATION FOR LETTER OF
ROGO LAND DEDICATION is
available on County Website:

Monroecounty-fl.gov

Home › Departments › County
Departments › Planning &
Environmental
Resources › Forms &
Applications

Environmental

- Environmental Resources Application

*Request letter prior to
purchase*

MONROE COUNTY, FLORIDA
PLANNING AND ENVIRONMENTAL RESOURCES DEPARTMENT



Environmental Resources Services Application

An application must be deemed complete and in compliance with the Monroe County Code by the staff prior to the item being processed.

☐ Letter of Current Site Conditions (Pertains to development of a vacant property) \$940.00 per letter	☐ Letter of ROGO Land Dedication (Pertains to dedication of property for ROGO Points on another site) \$240.00 per letter – one per lot/parcel
☐ Preliminary Endangered Species Impact Assessment \$140.00	☐ Wetland Delineation (Pertains to properties containing wetland with split habitat groups) \$280.00 site visit + \$60.00 per hour
☐ Biological Site Visit (Attach description of requested services) \$280.00 per visit	☐ Biologist Fee (Miscellaneous) (Attach description of requested services) \$60.00 per hour
☐ Existing Conditions Report (As detailed in Code Section 118-2) \$280.00 site visit + \$60.00 per hour	☐ Keys Wetland Evaluation Procedure (KEYWEP) (As detailed in Code Section 118-10(d)(6)a.) \$280.00 site visit + \$60.00 per hour
☐ Special Approval for Shoreline Setback Deviations (As detailed in Code Section 118-12(b)4(c) for principal structures, and 118-12(o)(2) for accessory structures serving three or fewer dwelling units) \$1,000.00	

Transfer of ROGOs

2016 Comprehensive Plan/ Code Update:

Opened up Transfer of ROGO exemptions to Market Rate Units – must replace with an affordable unit on sender site or other site.

Transfers must be within same subarea, or from BPK/NNK to Lower Keys, and must go to platted single family lots (IS or URM zoning).

TRE Application (with fees listed):

[Monroecounty-fl.gov](https://monroecounty-fl.gov)

[Home](#) › [Departments](#) › [County](#)

[Departments](#) › [Planning &](#)

[Environmental Resources](#) › [Forms](#)

[& Applications](#)

Transfer of TDR/TRE/NROGO Exemptions

- [TRE Transfer Application](#)
- [NROGO Floor Area-Transfer Application](#)
- [TDR Transfer of Development Rights Application](#)

c. *Transfer of a market rate unit.* A lawfully established permanent market rate dwelling unit may be transferred to a receiver site and developed as a single family detached market rate dwelling unit, subject to the following:

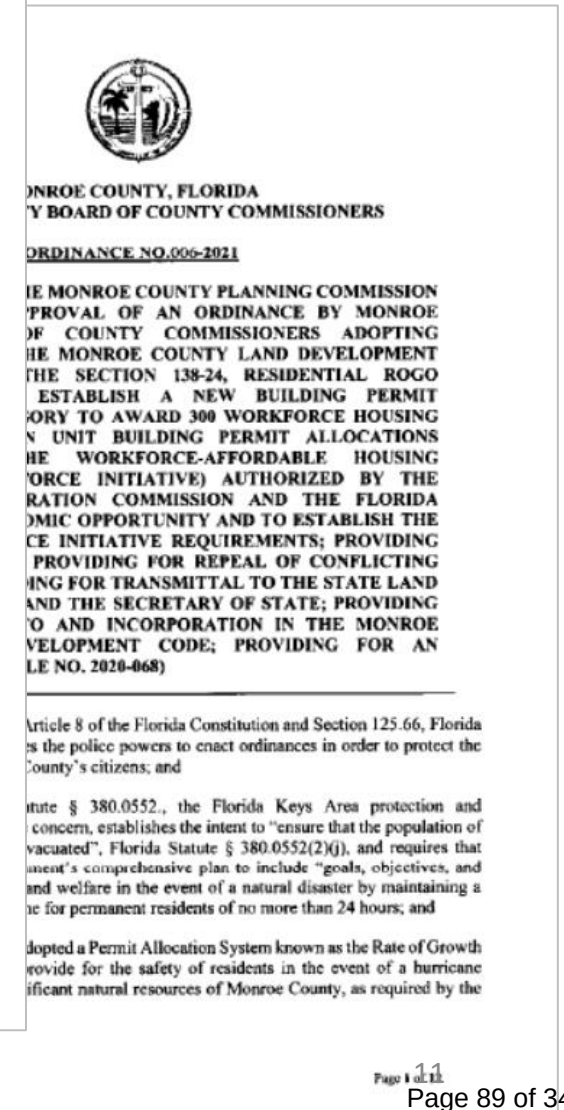
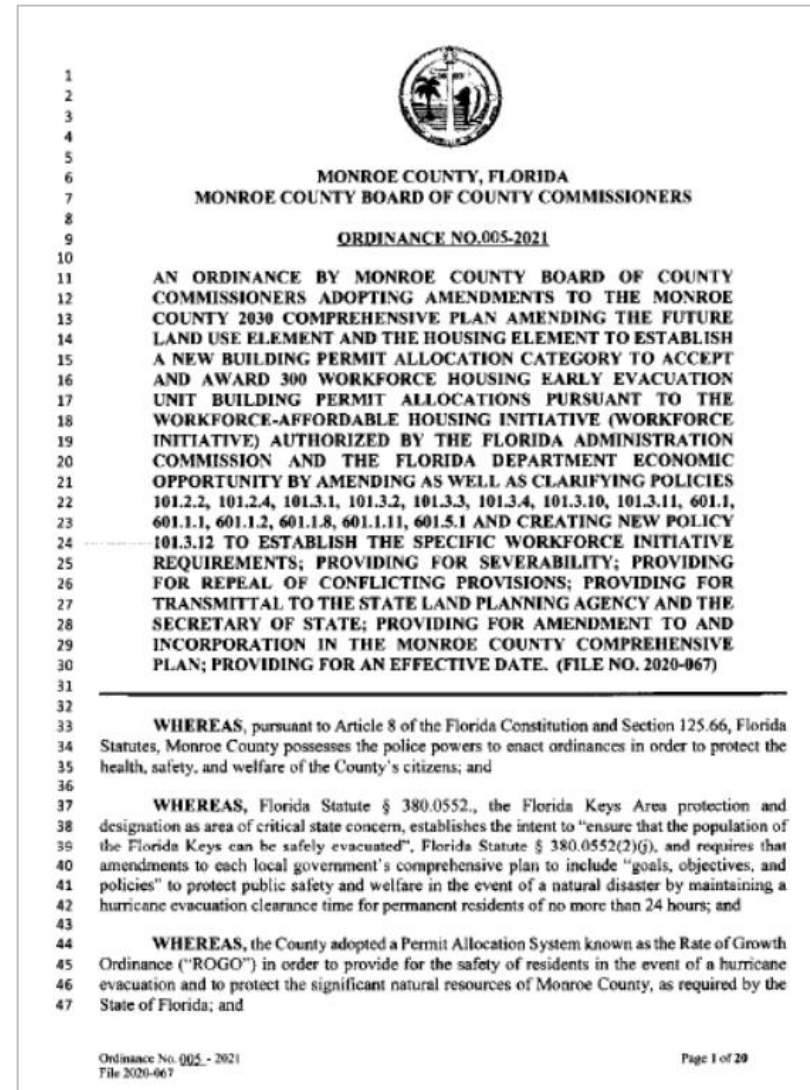
1. The transfer of market rate ROGO exemptions may be allowed provided that one of the following is satisfied:
 - i. A 99 year deed-restricted affordable housing unit, pursuant to Sections [101-1](#) and [139-1](#), is retained or redeveloped on the sender site. If the existing dwelling unit is proposed as the deed-restricted affordable housing unit, the unit shall pass a life safety inspection conducted in a manner prescribed by the Monroe County Building Department, comply with hurricane standards established by the Florida Building Code, and habitability standards established under the Florida Landlord and Tenant Act; or
 - ii. The sender site is dedicated to Monroe County for the development of affordable housing and an in-lieu fee per unit, based on the current maximum sales price for a one-bedroom affordable unit as established under Section 139-I(a), is paid to the affordable housing trust fund; or
 - iii. A 99 year deed-restricted affordable housing unit, pursuant to Sections [101-1](#) and [139-1](#), is developed on a Tier III property (single-family residential lots or parcels) and the dwelling unit on the sender site is demolished and the sender site is restored.

300 Workforce Housing Units – Early Evac

State of Florida Workforce Affordable Housing Initiative

In April, 2021, the County adopted Comprehensive Plan and Land Development Code amendments to accept 300 Workforce Housing early evacuation units, structured as an exchange program.

The 300 units must be exchanged for existing affordable housing ROGO allocations at multifamily sites, with the exchanged ROGO allocations going into **County Administrative Relief** for future use.



2020 Census: Hurricane Evacuation Modeling Update

2023: the Florida Department of Commerce (formerly Department of Economic Opportunity; formerly Department of Community Affairs) and the Division of Emergency Management (DEM) ran an updated hurricane evacuation model based on 2020 Census and other relevant data.

Clearance Times Summary

Deliverable 5: Baseline Modeling			Phases	Florida Keys Including Key West		Florida Keys Excluding Key West	
				Mobile Homes in Phase 2 (hours)	Mobile Homes in Phase 1 (hours)	Mobile Homes in Phase 2 (hours)	Mobile Homes in Phase 1 (hours)
Baseline Modeling		Shows baseline - does not include additional prospective allocations	Phase 2	26.0	24.0	15.5	15.5
			Phase 1	15.5	15.5	15.0	15.0
Deliverable 6: Prospective Modeling for Future Allocations							
S1	3,550 Allocations	Distribute based on county/municipality population size	Phase 2	27.5	25.5	15.5	15.5
			Phase 1	15.5	15.5	15.0	15.0
S2	3,550 Allocations	Distribute based percentage of vacant lands per county/municipality	Phase 2	28.0	26.0	15.5	15.5
			Phase 1	15.5	15.5	15.0	15.0
S3	3,550 Allocations	Distribute based on current allocations: (1,970-Monroe, 300-Marathon, 280-Islamorada, 910-Key West, 30-Layton, 60-Key Colony Beach)	Phase 2	28.0	26.0	15.5	15.5
			Phase 1	15.5	15.5	15.0	15.0
S4	Minimal Allocations (11 allocations/yr)	Distributes Monroe County (5); Marathon (2); Islamorada (2); Key West (2 – affordable only)	Phase 2 (10 Years Growth)	26.5	24.0	15.5	15.5
			Phase 2B (20 Years Growth)	26.5	24.0	15.5	15.5
			Phase 1	15.5	15.5	15.0	15.0
S5	One Unit/Vacant Lot	Distributes 7,954 units	Phase 2	31.0	28.5	17.0	16.5
			Phase 1	15.5	15.5	15.0	15.0

2020 Census: Hurricane Evacuation Modeling Update

2023: the Florida Department of Commerce (formerly Department of Economic Opportunity; formerly Department of Community Affairs) and the Division of Emergency Management (DEM) ran an updated hurricane evacuation model based on 2020 Census and other relevant data.

Clearance Times Summary

Deliverable 5: Baseline Modeling			Phases	Florida Keys Including Key West		Florida Keys Excluding Key West	
				Mobile Homes in Phase 2 (hours)	Mobile Homes in Phase 1 (hours)	Mobile Homes in Phase 2 (hours)	Mobile Homes in Phase 1 (hours)
Baseline Modeling		Shows baseline - does not include additional prospective allocations	Phase 2	26.0	24.0	15.5	15.5
			Phase 1	15.5	15.5	15.0	15.0
Deliverable 6: Prospective Modeling for Future Allocations							
S1	3,550 Allocations	Distribute based on county/municipality population size	Phase 2	27.5	25.5	15.5	15.5
			Phase 1	15.5	15.5	15.0	15.0
S2	3,550 Allocations	Distribute based percentage of vacant lands per county/municipality	Phase 2	28.0	26.0	15.5	15.5
			Phase 1	15.5	15.5	15.0	15.0
S3	3,550 Allocations	Distribute based on current allocations: (1,970-Monroe, 300-Marathon, 280-Islamorada, 910-Key West, 30-Layton, 60-Key Colony Beach)	Phase 2	28.0	26.0	15.5	15.5
			Phase 1	15.5	15.5	15.0	15.0
S4	Minimal Allocations (11 allocations/yr)	Distributes Monroe County (5); Marathon (2); Islamorada (2); Key West (2 – affordable only)	Phase 2 (10 Years Growth)	26.5	24.0	15.5	15.5
			Phase 2B (20 Years Growth)	26.5	24.0	15.5	15.5
			Phase 1	15.5	15.5	15.0	15.0
S5	One Unit/Vacant Lot	Distributes 7,954 units	Phase 2	31.0	28.5	17.0	16.5
			Phase 1	15.5	15.5	15.0	15.0

2020 Census: Hurricane Evacuation Modeling Update

FL Commerce’s reference to 7,954 units was based on the number of privately-owned vacant parcels within the Florida Keys (unincorporated MC, Islamorada, Layton, Key Colony Beach, Marathon, Key West).

From the State of Florida’s *Florida Keys Hurricane Evacuation Modeling Report*, December 2023:

Table 20 Allocations per Area Distributed as One Unit/Vacant Lot – Scenario 5

AREA	1 UNIT PER VACANT LOT
Key West	84
Unincorporated Monroe County	6,086
Marathon	764
Islamorada	971
Key Colony Beach	39
Layton	10
	7,954

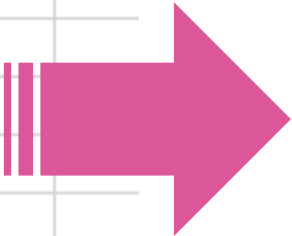
2020 Census: Hurricane Evacuation Modeling Update

Further analysis of UNINCORPORATED MC PARCELS indicates that a significant portion of those parcels may be already restricted by protected habitat and/or existing zoning density standards.

**Monroe County (unincorporated) Private Vacant Land
Data Sent to DEO for Hurricane Modeling Oct 2023:**

Tier	
I	3023
II	223
III	2551
III-A	122
Military	3
No Tier	164

Total **6,086**



Monroe County (unincorporated) Private Vacant Land

*Removed Submerged, Mangrove, and Protected Wetlands

*Removed Parcels with less than 1 unit of density per Zoning/FLUM

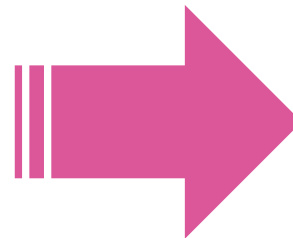
Not limited by habitat/Policy 102 AND has 1 or more density rights	
Tier 1	398
Tier II	165
Tier III	1553
Tier III-A	96
No Tier	8
military	0
TOTAL	2220

2020 Census: Hurricane Evacuation Modeling Update

FL Commerce's reference to **7,954** units was based on the number of **privately-owned vacant parcels** within the Florida Keys (unincorporated MC, Islamorada, Layton, Key Colony Beach, Marathon, Key West).

Further analysis indicates that a significant portion of those parcels may be **already restricted by protected habitat and/or existing zoning density standards**.

Key West	84
Unincorporated Monroe County	6,086
Marathon	764
Islamorada	971
Key Colony Beach	39
Layton	10
	7,954



Key West	??
Unincorporated Monroe County	2,220
Marathon	556
Islamorada	221
Key Colony Beach	n/a
Layton	??
	????

Hurricane Evacuation Clearance Time

Clearance Times Summary

Deliverable 5: Baseline Modeling			Phases	Florida Keys Including Key West		Florida Keys Excluding Key West	
				Mobile Homes in Phase 2 (hours)	Mobile Homes in Phase 1 (hours)	Mobile Homes in Phase 2 (hours)	Mobile Homes in Phase 1 (hours)
Baseline Modeling		Shows baseline - does not include additional prospective allocations	Phase 2	26.0	24.0	15.5	15.5
			Phase 1	15.5	15.5	15.0	15.0
Deliverable 6: Prospective Modeling for Future Allocations							
S1	3,550 Allocations	Distribute based on county/municipality population size	Phase 2	27.5	25.5	15.5	15.5
			Phase 1	15.5	15.5	15.0	15.0
S2	3,550 Allocations	Distribute based percentage of vacant lands per county/municipality	Phase 2	28.0	26.0	15.5	15.5
			Phase 1	15.5	15.5	15.0	15.0
S3	3,550 Allocations	Distribute based on current allocations: (1,970-Monroe, 300-Marathon, 280-Islamorada, 910-Key West, 30-Layton, 60-Key Colony Beach)	Phase 2	28.0	26.0	15.5	15.5
			Phase 1	15.5	15.5	15.0	15.0
S4	Minimal Allocations (11 allocations/yr)	Distributes Monroe County (5); Marathon (2); Islamorada (2); Key West (2 – affordable only)	Phase 2 (10 Years Growth)	26.5	24.0	15.5	15.5
			Phase 2B (20 Years Growth)	26.5	24.0	15.5	15.5
			Phase 1	15.5	15.5	15.0	15.0
S5	One Unit/Vacant Lot	Distributes 7,954 units	Phase 2	31.0	28.5	17.0	16.5
			Phase 1	15.5	15.5	15.0	15.0

Strategies to Retire Development Rights

Current Efforts/Initiatives to Retire Development Rights:

- Land Dedication ROGO Points – current level of competition has increased applicants' dedication of land. Last Quarter: 11 applications on list with land dedication parcel(s).
- Lot Aggregation ROGO Points
- ROGO Points Payment to the Land Acquisition Fund – funding for land acquisition
- Extended current ROGO to 2026 – additional time/competition for land dedication, land aggregation, points payment to the Land Acquisition Fund, land acquisition, and other retirement of TDRs.
- Land Acquisition Programs: MCLA

Efforts/Initiatives to Retire Development Rights in Progress (previously directed by BOCC):

- Contiguous Land Merger Ordinance
- Abandonment of unimproved platted ROW in undeveloped subdivisions
- Establishment of urban service district(s)

Monroe County Land Authority Land Acquisition Programs

Christine Hurley, AICP
Monroe County Land Authority, Executive Director

**Prepared for:
Monroe County Board of County Commissioners
March 20, 2024**

Density Reduction (Unincorporated)

Paunece Scull – 305-295-5180

The Density Reduction Program purchases lands that do not consist of significant habitat, to retire density where the lot or parcel being purchased has at least 1 Transferable Development Right (TDR).

- Lands that have a TDR gives a property owner what they need to apply for a Rate of Growth Ordinance (ROGO) allocation.
- Lands are typically located in Improved Subdivision (IS) or Urban Residential Medium (URM) subdivisions, but they can be in other zoning categories as long as they have at least 1 TDR.
- Lands are then offered to adjacent neighbors or Property Owner Associations, under a [Resale Program](#), for purchase without any development rights, to be used for non-habitable accessory structures or pools.

Funding: Infrastructure Sales Tax

(304 Fund in Unincorporated Monroe) and ROGO Dedication Point Fund

The Board of County Commissioners set aside \$7.5 Million + for this program over the past 6 years, which Land Authority Manages under an Interlocal Agreement with the County. Over \$1.1 Million was added to the fund from ROGO Dedication Point Fund (158). This brings the total investment to \$8.6 Million to date.

Since 2016, 25 Transferable Development Rights (TDRs) were purchased at a cost of \$1,633,563.

To date, all funds have been expended, with approximately \$385,264 remaining.

Density Reduction Acquisitions by Fiscal Year	
Year	Number of Lots
2017	7
2018	7
2019	7
2020	1
2021	0
In response to the pandemic, Density Reduction activities were suspended in April 2020, and authorized to resume in October 2021.	
2022	1
2023	1
2024 YTD	1*
Total:	25*

* Another Density Reduction purchase is scheduled to close on March 18, 2024

MONROE COUNTY LAND AUTHORITY - WILLING SELLER ACQUISITION PROGRAMS

[HTTPS://WWW.MONROECOUNTY-FL.GOV/LANDAUTHORITY](https://www.monroecounty-fl.gov/landauthority)

Resale Program (Unincorporated)

Paunece Scull – 305-295-5180



The Resale Program resells lands purchased under the Density Reduction program to adjacent neighbors or Property Owner Associations

- Created by Ordinance under F.S. 125.35 (1)(a).
- Sold without development rights, to be used for non-habitable accessory structures or pools.
- Revenue from Sales are cycled back into the Density Reduction Program.
- Deed Restrictions are recorded so land has no development rights and cannot be granted a ROGO allocation for a dwelling unit.
- Eliminates maintenance of vacant property

Revenue to Fund 316

Through an Interlocal Agreement between the County and Land Authority, the Land Authority manages this program.

Since 2016, 14 parcels were sold through the end of FY 23 generating \$547,094 in revenue.

Density Reduction Resales by Fiscal Year	
Year	Number of Lots
2020	8
2021	3
2022	2
2023	1
2024 YTD	0
Total:	14

MONROE COUNTY LAND AUTHORITY - WILLING SELLER ACQUISITION PROGRAMS

[HTTPS://WWW.MONROECOUNTY-FL.GOV/LANDAUTHORITY](https://www.monroecounty-fl.gov/landauthority)

Less than Fee

(Unincorporated)

Paunece Scull— 305-453-8756



The Less than Fee Program purchases Development Rights from owners of lots zoned IS, IS-M and URM adjacent to the seller's primary residence. Property owners can continue to use the land for non-habitable accessory structures permitted by county land use regulations, such as a pool, open yard, or garage. No income eligibility for participants.

- Upon sale, owners must execute a restrictive covenant agreeing to unify the parcels and agreeing to never seek a ROGO allocation or permit to develop any detached habitable space.
- Currently there is a waiting list of 190 applicants the County is processing with a need of an estimated \$10,640,000.
- The Board of County Commissioners established the prioritization for the program, which at this time is eligible lots on BPK and NNK, whereby the owners' primary structure is wholly located on one lot, with the vacant LTF lot completely vacant.

Funding: Infrastructure Sales Tax

The Monroe County Board of County Commissioners have set aside \$7.5 Million + for this program and the Less than Fee Program over the past 6 years, which Land Authority Manages under an Interlocal Agreement between the County and Land Authority. Further, Over \$1.1 Million has been added to the fund from ROGO Dedication Point Fund (158).

Since 2016 the County has retired 95 development rights for approximately \$5,070,000.

During FY25, additional funds should be added to continue this program. See Funding Request of \$2,838,000 plus rollover of \$385,264 explained in Memorandum: Forecast of FY25 Funding Needed for Density Reduction (DR), Less Than Fee (LTF), and DEP MOU Reimbursements Programs – Fund 316

Less Than Fee Acquisitions by Year	
Year	Number of Lots
2018	3
2019	47
2020	23
2021	2
In response to the pandemic, LTF activities were suspended in April 2020, and authorized to resume in October 2021.	
2022	3
2023	10
2024	7
Total:	95

During FY25, additional funds should be added to continue these programs:

Funding Request of \$2,838,000 plus rollover of \$385,264 explained in Memorandum: Forecast of FY25 Funding Needed for Density Reduction (DR), Less Than Fee (LTF), and DEP MOU Reimbursements Programs – Fund 316

- \$500,000 for Density Reduction represents 5 transactions at approximately \$99,000 each.
- \$2,688,000 for Less Than Fee represents 48 LTF transactions at approximately \$56,000 each.

MONROE COUNTY LAND AUTHORITY - WILLING SELLER ACQUISITION PROGRAMS

[HTTPS://WWW.MONROECOUNTY-FL.GOV/LANDAUTHORITY](https://www.monroecounty-fl.gov/landauthority)

Conservation Land (Keyswide, including Cities)

Mark Rosch – 305-295-5180

The Conservation Land Program purchases lands to protect the natural environment and preserve wildlife habitats.

MCLA pre-acquires lands in Florida Forever and resells to State of Florida Department of Environmental Protection (DEP).

The Land Authority can purchase lands within Cities, especially if they are in Florida Forever and seek reimbursement from the State of Florida. Purchases must be approved by Monroe County Land Acquisition Advisory Committee and the land Authority Governing Board. Local Governments have adopted resolutions outlining the property they are seeking the Land Authority to purchase.



Funding:

- ½ cent Tourist Impact Tax (bed tax)
- Park Surcharge Fees on admissions to State Parks in incorporated area

380.0685 State park in area of critical state concern in county which creates land authority; surcharge on admission and overnight occupancy.—The Department of Environmental Protection shall impose and collect a surcharge of 50 cents per person per day, or \$5 per annual family auto entrance permit, on admission to all state parks in areas of critical state concern located in a county which creates a land authority pursuant to s. 380.0663(1), and a surcharge of \$2.50 per night per campsite, cabin, or other overnight recreational occupancy unit in state parks in areas of critical state concern located in a county which creates a land authority pursuant to s. 380.0663(1); however, no surcharge shall be imposed or collected under this section for overnight use by nonprofit groups of organized group camps, primitive camping areas, or other facilities intended primarily for organized group use. Such surcharges shall be imposed within 90 days after any county creating a land authority notifies the Department of Environmental Protection that the land authority has been created. The proceeds from such surcharges, less a collection fee that shall be kept by the Department of Environmental Protection for the actual cost of collection, not to exceed 2 percent, shall be transmitted to the land authority of the county from which the revenue was generated.

- Reimbursement from FDEP/Florida Forever/Stewardship Funds

Overview of Takings in Monroe County, FL

Presenter: Derek Howard
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howard-derek@monroecounty-fl.gov



MONROE COUNTY
FLORIDA

March 2024

What is a taking?

A continuing physical occupation or ouster of private property, or a deprivation of all or substantially all economically beneficial use of the property.

Constitutional Origins

- **5th Amendment of the U.S. Constitution**
 - Takings clause states private property shall not be taken for public use without just compensation
 - Made applicable to states through the due process clause of the 14th Amendment
- **Article 10, Section 6(a), Florida Constitution**
 - “No private property shall be taken except for a public purpose and with full compensation therefor paid to each owner or secured by deposit in the registry of the court and available to the owner.”
- **Provisions do not prohibit taking of private property or require owner consent, but place conditions on the exercise of this power.**

Types of Takings

- Physical Occupation or Ouster
 - Intentional use of property by government
 - Loss of Access
 - Flooding
- Regulatory Takings
 - Facial Taking (a/k/a “per se,” “categorical,” or “*Lucas*” taking) – total take
 - As-Applied Taking – partial take
- Temporary Takings
 - Both physical and regulatory takings can be temporary
- Bert J. Harris Act Claims
 - Statutory remedy for claims of “inordinate burdens” that fall short of takings

Regulatory Takings

- Facial Taking (a/k/a “per se” “categorical,” “Lucas”)
 - Total elimination of economically viable use upon enactment of regulation
 - *See Lucas v. South Carolina Coastal Council*, 505 U.S. 1003 (1992)
 - **Example – a new ordinance that categorically and permanently prohibits new development (no more ROGO allocations will be issued)**
- As-Applied Taking
 - Less than total elimination of economically viable use when regulation applied
 - *See Penn Central Transp. v. City of New York*, 438 U.S. 104 (1978)
 - Requires ad-hoc factual analysis
 - Economic impact of the regulation on the owner
 - Extent to which regulation has interfered with owner’s reasonable investment-backed expectations (held at time of purchase)
 - Character of governmental action
 - Requires at least one development application and final decision from govt.

Eminent Domain v. Inverse Condemnation

- **Eminent Domain** (a/k/a “direct condemnation”)

- Legal proceeding *instituted by the government* to assert its power to condemn property.
 - “Quick Take” (Chapter 73)—Allows government to immediately take possession and title to the property by depositing a good-faith estimate of value before jury valuation trial (cannot walk away).
 - “Slow Take” (Chapter 74)—Allows government to decide whether it wants to take possession and title after jury valuation trial (can walk away anytime).

- **Inverse Condemnation**

- Legal proceeding *instituted by the owner* to recover just compensation for a taking through regulation or other action when condemnation proceedings have not been instituted.
 - Most common in Monroe County
 - Bifurcated trials
 - Liability Phase – Was there a taking?
 - Bench trial before a judge
 - Only owner has right to appeal if loses
 - Compensation/Valuation Phase - What is the fair market value of property?
 - Jury trial before 12 person jury
 - Both sides may appeal any issue

Inverse Condemnation Damages

- The Florida Constitution's requirement of "full compensation" applies in both direct *and* inverse condemnation proceedings.
- **Fair market value of the property** as of the date of taking, plus interest until compensation paid (permanent taking)
 - Upon payment of permanent takings compensation, government takes title
 - If only temporary, interest on the fair market value of the property as of the date the taking began until the taking ends
- **Costs**
- **Attorney's Fees**
 - Government may limit award of attorney's fees to the percentage of benefits achieved for the client under § 73.092(1)(c), Fla. Stat., by making a written offer
 - "Benefits" means difference between the final judgment & first written offer after attorney hired
 - 33% of any benefit up to \$250k; plus 25% of any portion of benefit between \$250k and \$1 million; plus 20% of any portion of benefit exceeding \$1 million
 - Example: *Galleon Bay* where County made two written offers—\$835k in 2001 and \$1,520,000 in 2003. Both more than 2016 final judgment of \$480,511.60. Zero benefits achieved. No fees paid.

When is a Regulatory Taking Claim “Ripe” for Litigation?

- Before an owner can file a regulatory takings claim, the claim must be “ripe”
 - Facial claims are generally *ripe upon enactment* of the complained of regulation
 - As-applied claims generally require *at least one meaningful application* for development approval, a final decision, and exhaustion of administrative remedies

How is a Regulatory Taking Claim Ripened in Monroe County?

- **In Monroe County, regulatory takings claims (both facial and as-applied) only become ripe after the Beneficial Use Determination (BUD) process is completed.**
 - LDC Section 102-102, et. seq allows an owner to apply for administrative relief if they assert that the adoption or application of an LDC or Comprehensive Plan policy has caused a taking of their property.
 - “The Monroe County BUD Ordinance itself answers the ripeness questions. The BUD Ordinance was designed as a way to avoid constitutional takings lawsuits by providing other means of compensating for total or partial regulatory loss of economically beneficial use of property. In this way, the BUD differs from land use regulations in other jurisdictions in that it accounts for both facial and as-applied takings, as seen in its bifurcated relief of either outright purchase of the property (in the case of a per se taking) or grant of Transferable Development Rights (TDRs), Rate of Growth Ordinance (ROGO) points, variances and building permits (in the case of an as-applied taking). ...Once the BOCC rendered a final decision on the BUD applications, the Landowners’ claims became ripe.” *Collins v. Monroe County*, 999 So.2d 709 (Fla. 3rd DCA 2008).
 - Facial challenges generally face an uphill battle, especially in Monroe County: “Where the land use ordinance, in this case the BUD Ordinance, leaves open the possibility of reasonable use, a facial challenge will likely be unsuccessful.” *Id.*

Bert J. Harris Act Claims

- **Statutory cause of action adopted in 1995 for Government action that “Inordinately Burdens”**
 - **Existing Use**
 - **Vested Right to Specific Use**
 - “Inordinately burden” defined as a government action that directly restricts or limits property use such that the owner is permanently unable to attain the reasonable, investment-backed expectations for the existing or vested use, or where the owner is left with existing or vested uses that are unreasonable such that the property owner permanently bears a disproportionate share of a burden imposed for the public good that should be borne by the public. *See* § 70.001(3)(e), Fla. Stat.
- **Excludes**
 - Temporary Impacts
 - Nuisances
 - Required Enforcement of Federal Regulations
- **Requires 90-day notice period to Government before filing claim in circuit court**
 - **Allows Government to settle claims through various means**
 - Modifying regulation
 - TDRs
 - Land swaps
 - Issuing development approval
 - Purchase

Harris Act Claims in Monroe County

- **41 petitions filed in 2008 alleging inordinate burdens of 81 vacant lots by adoption of Tier System**
 - County responded that the petitions did not comply with statutory requirements because the appraisals required under § 70.001(4)(a), Fla. Stat. were deficient in showing alleged loss in FMV
 - Valued properties before adoption
 - Erroneously presumed building permits were not possible
 - Excluded consideration of non-residential uses
 - Excluded consideration of other applicable state and federal environmental laws
 - Petitions not subsequently pursued
- **1 petition filed in 2008 by Lloyd Good alleging inordinate burden of Lower Sugarloaf Key property by adoption of Tier System**
 - Claim filed in circuit court; later dismissed

Is there takings liability for every
vacant lot in Monroe County?

Answer: No

Defenses to Regulatory Takings:

- **No Taking**

- **Other economically viable uses remain** (Economic Impact prong of *Penn Central*)

- Standard is not whether owner can do what they want with their property, but whether other economically viable uses remain
 - Focus is on fair market value of the property
 - ROGO dedication lot value
 - TDR value
 - Recreational, Accessory, other use value
 - Sale of property

- **No reasonable investment-backed expectations**

- **No meaningful steps taken to develop property**

- *Collins v. Monroe County*, 118 So.3d 872 (Fla. 3rd DCA 2013)
 - “[T]he Landowners did not take meaningful steps toward the development of their respective properties, or seek building permits, during the sometimes decades-longs possession of their properties.. . . ‘Monroe County was designated as an area of critical state concern in 1979, but the first land use regulations were not enacted until 1986. If the landowners did not start development prior to the enactment of these land regulations, they acted at their own peril in relying on the absence of zoning ordinances.’ *Collins I*, 999 So.2d at 718 n. 16 (quoting *Monroe Cnty v. Ambrose*, 866 So.2d 707, 711 (Fla. 3d DCA 2003)(‘It would be unconscionable to allow the Landowners to ignore evolving and existing land use regulations under circumstances when they have not taken any steps in furtherance of developing their land.’).
 - “The property owner is *Galleon Bay* serves as a suitable contrast to the Landowners in the instant case.” Over decades, *Galleon Bay* spent hundreds of thousands of dollars in its numerous development efforts including re-platting, re-zoning, negotiating, building permit applications

- **Reasonable delay**

- In more restrictive regulatory environments such as the Florida Keys, the timetable for developers “must anticipate delays, whether occasioned by holdups in the permitting process, litigation by neighboring land owners, or a temporary development injunction or moratorium. ...Close regulation by local government that is merely expensive or time consuming for developers does not arise to a taking” *Bradford Phipps Ltd. Partnership v. Leon County*, 804 So.2d 464 (Fla. 1st DCA 2001)

Timing Defenses to Takings Claims

The timing of when a lawsuit is filed can raise two different defenses to a takings claim:

- **Claim not ripe (claim brought too soon)**
 - Property Owner has not made a meaningful application and been denied
 - Property Owner has not exhausted the administrative remedies provided by the County
 - Beneficial Use Determination
- **Statute of Limitations (claim brought too late)**
 - Claim must be filed within **4 years** of its accrual
 - A facial or categorical taking claim accrues upon the adoption of the complained of regulation
 - An as-applied taking accrues upon the application (final decision) of the complained of regulation

Third-Party Liability Defense

- **Liability for regulatory takings flows up** the levels of government and not down where federal or state agencies exercise superior jurisdiction that precludes development
 - See Derek Howard, *Local Regulatory Takings Claims: Accounting for State and Federal Regulations to Minimize Liability and Damages Exposure*, Florida Bar Environmental and Land Use Law Section Reporter (December 2017)
 - Monroe County is one of the most regulatory complex jurisdictions in the nation with interplay of numerous federal, state and local regulations that apply to its many aquatic and terrestrial resources
 - **3rd party defenses asserted to ensure Monroe County taxpayers alone are not unfairly shouldering burden of protecting resources of regional and national importance**
- **State**
 - Joint or exclusive liability pursuant to the State's Area of Critical State Concern (ACSC) oversight or Environmental Resource Permitting (ERP) authority
 - County successfully brought State in as a third-party in *Galleon Bay* and *Collins*
 - State has since been a partner alongside the County in jointly defending against takings liability and paying 50% of judgments
 - *Key Haven v. DEP, DEO & Monroe County*
 - Alleged inverse condemnation of 5 partially submerged lots in Lower Keys based on State's denial of ERP permits to fill lots for residential development
 - County prevailed on a motion to dismiss complaint against it; no longer a party
- **Federal Government**
 - Endangered Species Act (ESA), Coastal Barrier Resources System (CBRS), Clean Water Act (CWA)
 - In *Galleon Bay*, the County successfully argued that ESA and CBRS regulations (no federal flood insurance) were obstacles to development that adversely impacted FMV, substantially driving down compensation awarded

Nuisance Exception Defense

- Is the government action creating a benefit for the public at the expense of the regulated owner or preventing a harm to the public?
- **General rule is that no owner has a compensable expectation to use property that constitutes an injurious use or nuisance to others**
- Unanswered Questions
 - Is the public harm created by overdevelopment's impact on hurricane evacuation and safety a nuisance?
 - Is the filling of submerged lots in the face of sea-level rise a nuisance?
 - Raised by State in *Key Haven* litigation
 - As environmental threats increasingly arise or worsen, and individual impacts become more important in the aggregate, private development that constitutes environmental harm may come to be viewed as a nuisance.

Moratoria

“A land use moratorium is a temporary suspension on the issuance of building and other development permits in order to allow a local government reasonable time to study and make considered decisions regarding the need to adopt or amend comprehensive land use plans, zoning ordinances, or other land-use regulations, and to avoid the pressure of applicants rushing to submit permit requests before new, and often stricter, regulations are put into place.” AMLZONING § 35:1

- May also be used to allow for the planning, financing, and construction of infrastructure or facilities to maintain adequate levels of public services. *Id.*
- Monroe County utilized this common planning tool in the earlier years when it was developing and implementing its LDRs following State’s adoption of local comprehensive planning requirements and 1979 designation of County as an Area of Critical State Concern (ACSC)
 - Remains an option in tackling new complex planning issues

Moratoria

- **Reasonable temporary moratoria are not takings**
 - *Tahoe-Sierra Pres. Council v. Tahoe Reg'l Plan. Agency*, 535 U.S. 302 (2002)
 - TRPA adopted moratoria on development covering 32 month-period to maintain status quo while studying impact of development on Lake Tahoe and designing strategy for environmentally sound growth
 - Affected property owners claimed moratoria constituted a taking
 - Supreme Court refused to adopt categorical rule that such moratoria are compensable takings, holding *Penn Central* factors are to be examined on a case-by-case basis
 - Held TRPA moratoria did not constitute taking
 - *See also WCI Communities, Inc. v. City of Coral Springs*, 888 So.2d 912 (Fla. 4th DCA) (holding City's 9 month moratorium on the processing of multi-family development applications was not a temporary taking of developer's multi-family zoned parcels).
- Factors to determine reasonableness of moratoria
 - Duration
 - Valid public purpose?
 - Whether local government has acted promptly and in good faith to respond to the development problem that created need for moratorium

The Takings Totals So Far

(1987 – present)

- 58 (approximate) takings and Bert Harris cases/petitions
 - Vast majority of the cases/petitions involved multiple lots and owners
 - Only one remains pending against County (*Behmke*)
 - One Beneficial Use Determination application pending
- Prevailed in all closed cases/petitions except 5
 - *Gonzalez* (1991)
 - *Shadek* (1995)
 - *Galleon Bay* (2002)
 - *Davis/Collins* (2004)
 - *Neuman* (2004)
- \$6,882,105 (approximate) total just compensation paid
 - \$75k in *Gonzalez*
 - \$5.9 million in *Shadek*
 - \$531,391 in *Galleon Bay* (Approximately \$10 million sought)
 - \$375,714 in *Davis/Collins* (Approximately \$24 million sought)

Takings Litigation History

- **Regulations at Issue**

- 1987 to 2001
 - **Moratoria** adopted to develop and implement new land use plans and regulations, address infrastructure demands of new development and levels of service
 - *Shadek, Clay, Good (and Bauknight and Collins in 2004)*
 - **Density and Open Space Requirements**
 - *Gonzalez*
- 2001 to 2022
 - **Wetland regulations**—filling prohibitions and setbacks
 - *Emmert, Gutierrez*
 - **Submerged lands**—zero density and filling prohibitions
 - *Key Haven*
 - **Rate-of-Growth Ordinance (ROGO)**
 - *Good, Galleon Bay, Collins*
 - **Tier System**
 - *Good, Lightner, Mitchell*
 - **Endangered Species Act**—Big Pine/No Name Key HPC and ITP
 - *Galleon Bay, Lightner*
- 2024
 - **Vacation rental regulations**
 - *Behmke*

Takings Litigation History

- ***New Port Largo v. Monroe County*** (filed 1987)

- In a prior state court action, owner successfully invalidated the 1980 rezoning of its beachfront property from RU-2 (residential duplex use) to PA (private airport use). In its later federal court action, the owner asserted that the property was illegally occupied by the airport operator on advice of and to the benefit of the County, and sought compensation for a temporary taking for the period of time the regulation limiting the property's use was in effect.
- The 11th Circuit affirmed lower court's judgment in favor of the County. *See New Port Largo v. Monroe County*, 95 F.3d 1084 (11th Cir. 1996). *See also New Port Largo v. Monroe County*, 985 F.2d 1488 (11th Cir. 1993) (holding NPL's regulatory takings claims were not barred by the statute of limitations).

- ***Gonzalez v. Monroe County*** (filed 1991)

- The owner of a .4 acre lot in an unrecorded subdivision on the 25-acre Cook's Island zoned "Offshore Island" (OS) alleged a taking based on the zoning's density requirement limiting development to 1 dwelling unit for every 10 acres, as well as the applicable 90% open space requirement.
- The Third District affirmed the trial court's partial final judgment on liability in the owner's favor. *Monroe County v. Gonzalez*, 593 So.2d 1143 (Fla. 3rd DCA).
- Pursuant to a court-approved settlement agreement, the County agreed to allow the construction of 1 single-family home within a 10 year deadline and pay \$75,000 in full settlement of claims for compensation, fees and costs.

- ***Shadek v. Monroe County*** (filed 1995)

- Alleged inverse condemnation of 145 acre North Key Largo property based on (a) development moratoria between 1982 and 1986 on major development applications while County adopted a new land use plan and developed an HCP for endangered species and (b) County's designation of property as an Area of Critical County Concern.
- Total compensation County agreed to pay pursuant to settlement agreement: \$5.9 million
- Voluntarily dismissed in 2011

Takings Litigation History

- ***Clay et. al. v. Monroe County*** (filed 1999)

- Owners of Big Pine Key lots that were subjected to a level of service moratorium filed suit seeking a writ of mandamus requiring issuance of building permits, declaratory judgment and compensation for permanent and temporary takings.
- Final judgment entered in favor of the County affirmed by Third District. *Clay v. Monroe County*, 849 So.2d 363 (Fla. 3rd DCA 2003) (emphasizing that an owner must exhaust administrative remedies before initiating a taking claim and stating “[a]s the County explained in its application to the special master, thirteen of the twenty-one properties are ‘required to obtain an environmental coordination letter from the U.S. Fish and Wildlife Service prior to permit issuance.’ This derives from the federal agency’s jurisdiction under federal law. It should go without saying that this court cannot override the jurisdiction of the U.S. Fish and Wildlife Service established under federal law. [The environmental coordination letter condition] is appropriate and there is no legal basis on which we can override the jurisdiction of the federal agency.”)

- ***Good v. Monroe County*** (filed 2001; Case No. 01-CA-977-K)

- Alleged inverse condemnation of Lower Sugarloaf Key property as a result of ROGO, NROGO, and associated moratoria

- ***Emmert v. Monroe County and State*** (filed 2002)

- Alleged *inter alia* that application of County’s wetland regulations resulting in a reduced buildable footprint of Ocean Reef lot of 1,800 sq. ft. resulted in inverse condemnation. Sought over a million in compensation.
- Final Judgment entered in County’s favor in 2010 (“Through the BUD process, the County granted variances from the setbacks that it is legally responsible for. The BUD relief provided a sufficient area on the subject property to build a house. If the building regulations and restrictions of ORCA—a private homeowner’s association—further reduce this area to such an extreme that Plaintiff cannot build a single-family home, then it is ORCA that has prevented use of the property.”)
- Emmerts ordered to pay \$40k in costs to the County

Takings Litigation History

- ***Galleon Bay v. Monroe County and State*** (filed 2002)
 - Alleged inverse condemnation of 13 lots on No Name Key based on ROGO and HCP/ITP
 - Procedural History:
 - Partial Summary Judgment in GB's favor entered 1/30/06
 - 2006 jury valuation of \$3 million; GB successfully moved to set it aside because fell below their original demand of \$6 million
 - 2006 Partial Summary Judgment vacated by successor judge in 2008
 - Liability bench trial in December 2010. Third District reversed judgment of liability in favor of County and State, remanding with instructions to find taking. *Galleon Bay v. Monroe County*, 105 So.3d 555 (Fla. 3rd DCA 2012).
 - On remand, 7 lots found to be permanently taken, and 6 that received allocation awards found to be temporarily taken
 - 2016 jury valuation of \$285,500
 - Final Judgment entered on 5/26/16, in the amount of \$480,511 plus statutory interest until paid. GB appealed and judgment was per curiam affirmed. *Galleon Bay v. Monroe County*, 272 So.3d 396 (Fla. 3rd DCAS 2018).
 - GB filed Motion to Declare Final Order Null and Void arguing the judgment was not timely paid pursuant to § 73.111, Fla. Stat.. Third District affirmed the order denying the that motion. *Galleon Bay v. Monroe County*, 314 So.3d 509 (Fla. 3rd DCA 2020) (holding § 73.111 is inapplicable to inverse condemnation proceedings).
 - On 12/20/23, Court approved settlement agreement between parties on issue of fees and costs effectively concluding case
 - Total compensation (including interest) paid: \$531,390.67 (50/50 split with State)
 - Total costs paid: \$75,000 (50/50 split with State)
 - Total attorney's fees paid: \$0
- ***Collins, et. al. v. Monroe County and State*** (filed 2004)
 - 11 groups of plaintiffs sued in a consolidated case alleging inverse condemnation based on moratoria, ROGO and BUDs rendered; counsel valued at \$24 million when filed.
 - Only one (Davis) out of 11 Plaintiff groups prevailed
 - Total compensation (including interest) paid to Davis: \$375,714.06 (50/50 split with State)
 - Total fee and cost award: \$138,654.06 (50/50 split with State)
 - Appeals:
 - 999 So.2d 709 (Fla. 3rd DCA 2008)(Reversing summary judgment in favor of County and State on summary judgment grounds; distinguishing claims and factors that must be examined in as-applied ones.)
 - 76 So.3d 370 (Fla. 3rd DCA 2011) (Affirming summary judgment against Collins and Magrini.)
 - 99 So.3d 961 (Fla. 3rd DCA 2012)(Affirming summary judgment against Riordan.)
 - 118 So.3d 877 (Fla. 3rd DCA 2013) (Affirming judgment in favor of County and State as to all landowners except as to Davis.)

Takings Litigation History Cont'd

- ***Neuman v. Monroe County*** (filed in 2004)
 - Neuman alleged the County effected a temporary regulatory taking from 3/20/02, when the BOCC submitted BUD application on behalf of Neuman and the other Big Pine Key 21 through 4/1/5, when the BOCC made permit available.
 - Final Judgment on liability in Neuman's favor entered on 5/31/13, and subsequently vacated pursuant to settlement
- ***Bauknight et. al. v. Monroe County*** (filed 2004)
 - Alleged temporary takings of Big Pine Key lots as a result of moratorium adopted in 1995 on the approval of building permits affecting the Big Pine Key segment of U.S. 1 due to level of service. In 2002, the Director of the Growth Management Division requested permission from the BOCC to file BUD applications on behalf of the owners and relief was granted in 2002 in the form of permit issuance.
 - Final judgment in favor of the County affirmed by the Third District. *Bauknight v. Monroe County*, 994 So.2d 362 (Fla. 3rd DCA 2008) ("When applications for beneficial use were filed in 2002, relief was provided to the owners. As the delay in obtaining relief was attributable to the owners themselves, there was no taking and can be no damages for delay.")
- ***Lightner et. al. v. Monroe County and State*** (filed 2006)
 - Class action alleging inverse condemnation of Big Pine and No Name Key lots as a result of the BPK/NNK HCP/ITP, the Master Plan for BPK/NNK, Ordinances 24-2005, 25-2005, 28-2005, 29-2005, 8-2006, 9-2006, 11-2006, and 13-2006, and related provisions of the Comp Plan and LDRs
 - Notice of Voluntary Dismissal (with prejudice) filed in 2018
- ***Good v. Monroe County & State*** (filed 2009; 2009-CA-1303-K)
 - Alleged inordinate burden of Lower Sugarloaf property under Harris Act based on the 2007 adoption of the Tier System designating property Tier 1. Owner sought compensation in the amount \$9,750,000
 - Notice of Voluntary Dismissal (without prejudice) filed in 2010

Takings Litigation History Cont'd

- ***Mitchell v. Monroe County*** (filed 2012)
 - Alleged inverse condemnation of 26 Hibiscus Park lots based on application of the 2010 Comprehensive Plan, the Future Land Use Maps, the Tier Overlay Regulations and Maps that limit the number of permits in Tier I, the district zoning maps, the habitat clearing regulation and ROGO
 - County's motion for summary judgment granted in 2014 on ripeness grounds
- ***Gutierrez v. Monroe County*** (filed 2012)
 - Alleged temporary taking of Key Largo property (2004-2012) based solely on County's biologists determination in a Letter of Current Site Conditions that the property contained "red-flag" wetlands
 - County's motion for summary judgment granted in 2015 on ripeness grounds
- ***Key Haven Associated Enterprises v. DEP, DEO & Monroe County*** (filed 2022)
 - Alleged inverse condemnation of 5 partially submerged lots in Lower Keys based on State's denial of ERP permits to fill lots for residential development
 - County dropped as a party following granting of its motion to dismiss in 2022

Takings Litigation History Cont'd

- ***Behmke et. al. v. Monroe County*** (filed 2024; County not yet served)
- Current and past Coral Hammock owners allege inverse condemnation based on inability to conduct vacation rentals in their attached units while their code compliance proceedings and appeals were ongoing. Assert action is for damages in excess of 1 million
 - Appellate court reversed Code Compliance Special Magistrate's findings of violation under LDC § 134-1(k)(1), holding the vacation rental use of attached units in the Mixed Use District were not prohibited
 - Holding despite fact LDC § 130-88 only includes express authorization for vacation rental use of detached units and LDC § 130-74(a) states "no structure of land in the County shall hereafter be developed, used or occupied unless expressly authorized in a land use district."
- CAO deems litigation frivolous under § 57.105, Fla. Stat., subjecting both the attorneys and individual plaintiffs to sanctions in the form an attorney's fees award to County.
 - Section 57.105(1), Florida Statutes: "[T]he court shall award a reasonable attorney's fee, including prejudgment interest, to be paid to the prevailing party in equal amounts by the losing party and the losing party's attorney on any claim or defense at any time during a civil proceedings or action in which the court finds that **the losing party or the losing party's attorney knew or should have known that a claim or defense when initially presented to the court or at any time before trial: (a) Was not supported by the material facts necessary to establish the claim or defense; or (b) Would not be supported by the application of then-existing law to those material facts.**"
 - Other economically viable uses of the attached units remained during alleged takings period, including permanent habitation or long-term rentals
 - Never sought Beneficial Use Determinations based on alleged takings; not ripe
 - Must anticipate litigation and other delays in Monroe County
 - Owners delayed filing required applications for exemptions to the vacation rental permit requirement
 - Statute of limitations
- County will vigorously defend against lawsuit if pursued

One to Watch:

Shands v. City of Marathon

- On May 3, 2023, panel reversed order denying Shands' motion for summary judgment, remanding with instructions that partial summary judgment be entered in favor of the Shands. ***Shands v. City of Marathon*, ---So.3d--- (Fla. 3rd DCA 2023) (“*Shands III*”).**
 - June 2023
 - City filed Motion for Rehearing, for Rehearing En Banc, and for Certification (“Rehearing Motion”)
 - Monroe County and Village of Islamorada jointly filed an amici curiae brief in support of the City's motion
 - **City of Marathon's Rehearing Motion remains pending. Decision not final.**
- Concerns
 - **Recognizes a new category of takings liability— “per se as-applied regulatory taking”**
 - Increases liability exposure by effectively allowing an owner to revive a per se claim that became extinguished four years after the adoption of the regulation at issue by making an application for development that is facially proscribed by the regulation.
 - Allows as-applied claims cast as per se ones to escape evaluation under *Penn Central* factors
 - **Shifts focus of the takings liability inquiry under *Lucas* from fair market value to whether the property can be used for cultivation and development.**
 - Relying on dated traditional notions of ownership, suggests regulations requiring land to be left in natural state are per se takings
 - **Holds TDRs are not to be taken into account in determining whether a regulatory taking occurred, even if TDRs infuse the property with market value**
- Florida Association of County Attorneys (FACA) and other players watching case and committed to amicus participation in support of City at Florida Supreme Court level.
- *Shands III* highly criticized in 2nd Judicial Circuit Court's 1/30/24 *Key Haven* order denying owner's motion for summary judgment as to inverse condemnation liability.

Conclusion/Recommendation

- Takings liability remains a manageable risk provided there is a meaningful opportunity for additional development through a continuation of the ROGO process
 - Managed, slower growth is o.k.
- BUD process successful in weeding out and resolving claims
- County should continue attempts to retire development rights through land acquisition in partnership with Land Authority



Council Communication

To: Mayor and Village Council
From: Jennifer DeBoisbriand , Planning Director
Date: April 9, 2024
SUBJECT: **Guidelines for Reservation of Affordable Allocations - TAB 4**

Background:

The Planning Department has received several inquiries regarding how to reserve affordable allocations. The Village has reserved them in the past but there does not seem to be any guidelines or process. Staff has drafted the proposed language as a policy based on the Monroe County Code and how they reserve allocations.

Analysis:

See attached guidelines.

Budget Impact:

No impact expected.

Staff Impact:

Staff impact will be limited to reviewing requests and providing recommendations.

Recommendation:

Staff recommends adoption of these guidelines as policy for reservation of affordable allocations.

Attachments: 1. Reservation of affordable housing allocations

Guidelines for the reservation of affordable housing allocations. The Village Council may reserve by resolution some or all of the available affordable housing allocations or available workforce initiative allocations for award to certain sponsoring agencies or specific housing programs consistent with all other requirements of this chapter. Building permits for these reserved allocations shall be picked up within six months of the effective reservation date, unless otherwise authorized by the Village Council in its resolution. The Village Council may, at its discretion, place conditions on any reservation as it deems appropriate. These reservations may be authorized by the Village Council for:

1. The county housing authority, nonprofit community development organizations, and other public entities established to provide affordable housing by entering into a memorandum of understanding with one or more of these agencies;
2. Specific affordable or employee housing projects participating in a federal/state housing financial assistance or tax credit program or receiving some form of direct financial assistance from the county or the Village upon written request from the project sponsor and approved by resolution of the Village Council;
3. Specific affordable or employee housing projects sponsored by nongovernmental not-for-profit organizations above upon written request from the project sponsor and approved by resolution of the Village Council;
4. Specific affordable or employee housing programs sponsored by the Village pursuant to procedures and guidelines as may be established from time to time by the Village Council;
5. Specific affordable or employee housing projects by any entity, organization, or person, contingent upon transfer of ownership of the underlying land for the affordable housing project to the Village, a not-for-profit community development organization, or any other entity approved by the Village Council, upon written request from the project sponsor and approved by resolution of the Village Council; or
6. Rental employee housing projects situated on the same parcel of land as the nonresidential workplace for the tenants of these projects, upon written request from the property owner and approved by resolution of the Village Council; or
7. Workforce initiative housing projects, pursuant to the “Early Out Evacuation” policies as outlined the Village Land Development Regulations and Comprehensive Plan or under the “Live Local Act”.

The process for requesting a reservation of units is to submit a request in writing to the Director of Planning indicating the project identifiers including address, parcel id #, and project name (if any), status of project in the permitting system, and number of allocations requesting for reservation.

The Director will review the request and provide recommendation to The Village Council.



Council Communication

To: Mayor and Village Council
From:
Date: April 9, 2024
SUBJECT: Discussion of Relocating Public Works Materials and Machinery from Founders Park

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From: Marne McGrath, Village Clerk
Date: April 9, 2024
SUBJECT: **Regular Village Council Meeting Minutes: March 12, 2024 and March 14, 2024 - TAB 5**

Background:

Meeting minutes for the Regular Village Council Meetings held on March 12 and March 14, 2024 are presented for Council's consideration and approval.

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: 1. 03 12 2024 Regular Village Council Minutes
2. 03 14 2024 Land Use Village Council Minutes



Islamorada, Village of Islands

REGULAR VILLAGE COUNCIL MEETING

REVISED

March 12, 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 05:35 PM

II. PLEDGE OF ALLEGIANCE

Environmental Resources Manager Pete Frezza led the Pledge of Allegiance and Mayor Pinder started the meeting with a brief prayer.

III. AGENDA: Requests for Deletion / Emergency Additions

Council Member Henry Rosenthal noted that in Consent Agenda Tab 4 the February 13, 2024 Meeting Minutes were missing a vote on Tab 11 (Great Turtle Hammock Preserve Pavillion Project) the vote was missing. He indicated that he and Vice Mayor Mahoney dissented and asked the minutes be amended.

IV. REPORTS, PRESENTATIONS AND ANNOUNCEMENTS

A. Presentation on the Final Results of the Village's Vulnerability Analysis by Erin Deady

Erin Deady of Clearview Geographic shared the results of the vulnerability analysis performed over the last year.

Planning Director Jennifer DeBoisbriand introduced the Village's new Sustainability & Resiliency Coordinator, Alyssa Panzer.

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:

Don Horton
Van Cadenhead
Capt Ed Davidson
Joe Wischmeier
Fire Chief Terry Abel

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

VI. CITIZENS' ADVISORY COMMITTEE REPORTS & APPOINTMENTS

- A.** Nearshore Water Regulations Citizens Advisory Committee Report - Emma Haydocy, Vice Chairperson - **TAB 1**
Emma Haydocy summarized the topics discussed by the Nearshore Water Regulations Committee at their last meeting.

VII. MAYOR / COUNCIL COMMUNICATIONS

- A.** Discussion Regarding Purchase of Church Property (Vice Mayor Mahoney)
Vice Mayor Sharon Mahoney asked for the Council's thoughts on potentially purchasing the church as a location for a new library and community center.

Planning Director Jennifer DeBoisbriand noted that the current owner had a zoning change request scheduled for April that would not permit use as a library if the request passed. It was further noted that there was an offer on the property, so the Village would have to move quickly if it was interested in exploring the option.

Council was generally in support of the idea and asked for feedback from the County.

- B.** Discussion of Backyard Chicken Regulations (Council Member Gregg) - **TAB 2**

Council Member Mark Gregg referred to a violation a family member received for keeping chickens. He noted that Monroe County prohibits the practice, and this was a section of their Code that the Village hadn't repealed. He indicated that many folks keep chickens as family pets, and he requested the Council consider a backyard chicken ordinance.

Council gave direction to staff to bring back a draft ordinance for Council to discuss.

VIII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

- A.** Report on Noise Ordinance Workshop - **TAB 3**

Planning Director Jennifer DeBoisbriand presented her report on the Noise Ordinance Workshop held on February 22, 2024 noting robust public engagement and good feedback for next steps.

Council congratulated Director DeBoisbriand for a well-run and well-attended workshop.

- B.** Village Manager Report/Updates

Interim Village Manager Kimberly Matthews noted that Council wanted updates on things they'd directed, but there need not be an agenda item for each one, so she added this to report on pending items.

Interim Manager Matthews noted the County is putting out an RFP for ride services, and she suggested the Village piggyback on the County's process.

C. Staff Reports/Updates

For the staff update Interim Village Manager Kimbelry Matthews asked IT staff member Frank Muelenberg to speak on the new direction for social media. He played he made video with Island Disposal, who shared information about their services and how the community can help with solid waste removal.

IX. CONSENT AGENDA

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 the consent agenda as amended item IX.
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

- A.** Meeting Minutes: Regular Village Council Meetings Held February 13, 2024, and February 15, 2024 and Executive Session Held February 15, 2024 - **TAB 4** (Marne McGrath, Village Clerk)

- B.** Resolution Approving Turf and Landscape Maintenance Agreement Renewal #1 with the Florida Department of Transportation - **TAB 5** (A.J. Engelmeyer, Public Works Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FIRST RENEWAL OF NEW TURF AND LANDSCAPE MAINTENANCE AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND ISLAMORADA, VILLAGE OF ISLANDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO TAKE NECESSARY ACTION; AND PROVIDING FOR AN EFFECTIVE DATE

- C.** Resolution Approving Federal Lobbyist Agreement with Thorn Run Partners - **TAB 6** (John Quick, Interim Village Attorney)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE AGREEMENT FOR PROFESSIONAL FEDERAL LOBBYING SERVICES BETWEEN THORN RUN PARTNERS AND ISLAMORADA, VILLAGE OF ISLANDS; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE PROFESSIONAL SERVICES AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

- D. Resolution Approving Recommendation and Agreement for Splash Pad Resurfacing Project - **TAB 7** (Maria Bagiotti, Founders Park Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 24-03 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR THE FOUNDERS PARK SPLASH PAD RESURFACING PROJECT; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

- E. Resolution Approving Recommendation and Agreement for Founders Park Solar Street Light Fixtures Replacement Project - **TAB 8** (Maria Bagiotti, Founders Park Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 24-02 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR THE FOUNDERS PARK SOLAR STREET LIGHT FIXTURES REPLACEMENT 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

- F. Resolution Approving Purchase of CityView Workspace - **TAB 9** (Vince Tarves, Systems Engineer)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING THE PROPOSAL BETWEEN CITYVIEW, A DIVISION OF HARRIS COMPUTERS SYSTEMS, AND ISLAMORADA, VILLAGE OF ISLANDS TO PROVIDE THE CITYVIEW WORKSPACE UPGRADE; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE PROPOSAL; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROPOSAL; PROVIDING FOR A WAIVER OF PURCHASING PROVISIONS; APPROVING A BUDGET AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE

- G.** Resolution Ratifying Increasing Authorized Purchases from F.J. Nugent through the End of FY 2023-2024 - **TAB 10** (A.J. Engelmeyer, Public Works Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RATIFYING INCREASING AUTHORIZED PURCHASES FROM F.J. NUGENT AND ASSOCIATES, INC., THROUGH THE END OF FY 2023-2024; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

- H.** Resolution Approving the Ranking of The RFP 23-19 Evaluation Committee for Professional Engineering Services for a Stormwater Management Master Plan - **TAB 11** (A.J. Engelmeyer, Public Works Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE RANKING OF THE RFP 23-19 EVALUATION COMMITTEE FOR PROFESSIONAL ENGINEERING SERVICES FOR A STORMWATER MANAGEMENT MASTER PLAN; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

- I.** Resolution Approving a Statewide Mutual Aid Agreement (SMAA) with the State of Florida - **TAB 12** (Terry Abel, Fire Chief)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA ADOPTING THE STATEWIDE MUTUAL AID AGREEMENT BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND ISLAMORADA, VILLAGE OF ISLANDS TO PROVIDE MUTUAL FIRE PROTECTION AND RESCUE SERVICES ASSISTANCE; 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

- J. Resolution Establishing Process to Create and Select Village Flag
- **TAB 14** (John Quick, Interim Village Attorney)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RECOGNIZING THE IMPORTANCE OF A VILLAGE FLAG AND INITIATING A PROCESS TO DESIGN AND ADOPT A NEW FLAG FOR THE VILLAGE; AND PROVIDING AN EFFECTIVE DATE

- K. Resolution Approving First Budget Amendment for FY 2023-2024
- **TAB 15** (Maria Bassett, Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING THE VILLAGE'S ADOPTED BUDGET FOR FISCAL YEAR 2023-2024; AND PROVIDING AN EFFECTIVE DATE

- L. Resolution Approving Fourth Amendment To Employee Interchange Agreement with Monroe County - **TAB 16** (John Quick, Interim Village Attorney)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AN AMENDMENT OF THE EMPLOYEE INTERCHANGE AGREEMENT WITH MONROE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE

******END OF CONSENT AGENDA******

X. RESOLUTIONS

- A. Resolution to Approve Village Manager Contract with Robert Cole
- **TAB 13** (John Quick, Interim Village Attorney)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE APPOINTMENT OF ROBERT COLE AS VILLAGE MANAGER; APPROVING AND AUTHORIZING EXECUTION OF AN EMPLOYMENT AGREEMENT WITH MR. COLE FOR SERVICE AS THE VILLAGE MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE

Acting Village Attorney Alison Smith summarized the provisions of the agreement, noting that Mr. Cole would be evaluated every 60 days. Human Resources would initiate that process, which was in the contract. It was noted the contract would automatically renew after one year unless the Council takes action to decline to renew.

Mayor Joseph B. Pinder III opened public comment.

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

Mr. Cole thanked the Council for their vote of approval and thanked the staff for keeping the Village running smoothly without a permanent Village Manager.

ACTION:	Motion to approve item X.A. 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. ORDINANCES

A. Ordinance Amending Section 2-121, Appeals of Code Enforcement Orders - Second 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 III "CODE COMPLIANCE," DIVISION 2
"ADMINISTRATION AND ENFORCEMENT", SECTION 2-121 "APPEALS
OF ORDER"; PROVIDING FOR SEVERABILITY; PROVIDING FOR
INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE**

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 XI.A. 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

B. Ordinance Amending Section 2-236, Purchasing - First Reading - TAB 18 (John Quick, Interim Village Attorney)

**ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS,
FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION",
ARTICLE 2-IV "FINANCE", DIVISION 2-IV-2 "PURCHASING",
AMENDING SECTION 2-236 "AUTHORITY OF VILLAGE
MANAGER" TO UPDATE THE SIGNING AUTHORITY OF
CHECKS; AMENDING SECTION 2-237 "GUIDELINES" TO
PROVIDE FOR INCREASED AMOUNTS IN PURCHASING
AUTHORITY; 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
Joe Wischmeier

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

ACTION:	Motion to approve raising the village manager's purchasing threshold from \$25,000 to \$50,000 item XI.B. by Mark Gregg second by Elizabeth Jolin; Motion passed with a 3:2 vote
AYES:	Mark Gregg, Elizabeth Jolin, Joseph B. Pinder III
NAYS:	Henry Rosenthal, Sharon Mahoney
ABSTAIN:	None

- C. Ordinance Calling for a Referendum to Revise Term Limits -
Second Reading - TAB 19 (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**

Attorney Alison Smith read the ordinance on second reading noting if it passed the question would go before the voters on November 5, 2024. She clarified the ordinance removes the word 'consecutive' from the Charter and further clarifies the active date to be after the November 4, 2024 election.

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 XI.C. 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

- D. Ordinance Calling for a Referendum to Establish 4-year Staggered Councilmember Terms - **First Reading - TAB 20** (John Quick, Interim Village Attorney)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CALLING FOR A REFERENDUM VOTE TO BE HELD WITH THE GENERAL ELECTION ON TUESDAY, NOVEMBER 5, 2024; PROVIDING FOR SUBMISSION TO THE ELECTORS OF A PROPOSED AMENDMENT TO THE VILLAGE CHARTER PERTAINING TO TERMS OF OFFICE, LENGTH OF TERMS, AND STAGGERING OF TERMS; 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

Attorney Alison Smith noted the first reading for a referendum to establish staggered four-year Village Council terms - 3 would serve for four years and 2 would serve 2 years to implement the initial staggering.

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 XI.D. by Mark Gregg second by Elizabeth Jolin;
Motion passed with a 3:2 vote
AYES: Mark Gregg, Elizabeth Jolin, Joseph B. Pinder III
NAYS: Henry Rosenthal, Sharon Mahoney

ABSTAIN: None

XII. SUPPLEMENTARY REPORTS

A. After-Action Report

Council Member Elizabeth Jolin expressed concern that Council direction to direct the staff to issue an RFP for a master plan for Founders Park for park specific planners to bring forward a process that would prioritize community engagement through multiple public sessions had not been clearly articulated. She asked Council if they agreed that what she just stated was what they had asked for.

Interim Village Manager Kimberly Matthews indicated she had directed staff to put out an RFP and Attorney Alison Smith noted it was currently undergoing legal review so the action was underway.

XIII. ADJOURNMENT

Council Member Henry Rosenthal moved to adjourn the meeting at 7:59 p.m.



Islamorada, Village of Islands

LAND USE VILLAGE COUNCIL MEETING

March 14, 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 05:34PM

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

ABSENT:

II. PLEDGE OF ALLEGIANCE

Van Cadenhead led the Pledge of Allegiance and Mayor Pinder started the meeting with a brief prayer.

III. AGENDA: Requests for Deletion / Emergency Additions

Vice Mayor Sharon Mahoney asked for the quasi-judicial hearings in Tabs E - H to be continued until Council Member Jolin can attend in person as Council's remote attendance policy does not allow a member to vote in a quasi-judicial hearing via Zoom.

Council Member Mark Gregg also asked for clarification that the applicant does not have to bear any costs for the re-advertising requirements.

ACTION: Motion to Approve moving Tabs E - H to April 9, 2024 at 5:30 pm
at the Community Center in Founders Park item III. by Sharon
Mahoney 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

IV. REPORTS, PRESENTATIONS AND ANNOUNCEMENTS

A. Local Planning Agency Report - Deb Gillis, Chair - **TAB A**

Chair Deb Gillis summarized the recommendations made at the January and March LPA meetings.

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:

Joe Wischmeier

Van Cadenhead

Deb Gillis

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

VI. MAYOR / COUNCIL COMMUNICATIONS

Council Member Mark Gregg noted the annual LPA appointments would be coming up in May.

Interim Village Attorney John Quick indicated he would work with Village Manager Cole to determine the best practice to stagger the terms as required by Ordinance 23-05, which was adopted on April 11, 2023. He also noted that appointments were now made by consent of the Council rather than by individual Council Members.

The Council thanked Interim Village Manager Kimberly Matthews for her service over the past few months.

Village Manager Rob Cole thanked Monroe County for supporting the Village through the search process.

VII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

Village Manager Rob Cole indicated he was looking forward to collecting information from the staff and the community.

VIII. RESOLUTIONS

- A.** 4th Quarter 2023 Affordable Building Permit Allocation Award - **TAB B** (Jennifer DeBoisbriand , Planning Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING RESIDENTIAL BUILDING PERMIT ALLOCATION SYSTEM RANKINGS AND AWARDED AFFORDABLE RESIDENTIAL BUILDING PERMIT ALLOCATIONS FOR QUARTER 4 OF 2023; AND PROVIDING FOR AN EFFECTIVE DATE

Planning Director Jennifer DeBoisbriand introduced the 4th quarter of 2023 BPAS Affordable Residential allocations.

Council Member Mark Gregg noted he would be abstaining from the vote as the property in question belongs to him.

Council Member Gregg summarized his request, noting it has two kitchens, two

bathrooms, and two living rooms and meets the definition of a duplex. The property was determined to be fronting US-1.

Discussion ensued as to what constitutes "fronting US-1." Interim Village Attorney John Quick noted the terminology in the Code is "frontage", which is open to interpretation by the Planning Director. Attorney Quick suggested consideration of a code change or cleanup to define the word 'fronting' where there was an unbuildable strip between the Old Road and US-1.

ACTION: Motion to approve to continue this item until the code clarifies the term "fronting." item VIII.A. by Elizabeth Jolin second by Sharon Mahoney;
Motion passed with a 4:0 vote

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

NAYS: None

ABSTAIN: Mark Gregg

IX. ORDINANCES

- A. Amending Chapter 30 Land Development Regulations Article IV Administrative Procedures - **First Reading - TAB C** (John Quick, Interim Village Attorney, Jennifer DeBoisbriand , Planning Director)

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 REVIEW FOR THE IMPOSITION OF CERTAIN CONDITIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE

Interim Village Attorney John Quick suggested having an appeal process to the Council which would create an additional step for any property owner suing the Village in a Takings case. It was noted the Council might like to add "if you don't go through this process you are conceding to the condition."

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 the ordinance on first reading item IX.A. by Mark Gregg second by Sharon Mahoney;

	Motion passed with a 4:1 vote
AYES:	Mark Gregg, Henry Rosenthal, Sharon Mahoney, Joseph B. Pinder III
NAYS:	Elizabeth Jolin
ABSTAIN:	None

X. QUASI-JUDICIAL

- A.** Administrative Appeal - 222 Biscayne Blvd - **TAB D** (Jennifer DeBoisbriand , Planning Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING ADMINISTRATIVE APPEAL FILED BY JOANNE M. PEREIRA, ESQ. (AGENT) ON BEHALF OF FREDERICK SCHMID AND DARCY PARKER (APPELLANT'S), RELATING TO THE DIRECTOR OF PLANNING'S NOTICE OF INTENT TO DENY AN ADMINISTRATIVE VARIANCE FOR AN AFTER-THE-FACT TIKI HUT CONSTRUCTED WITHIN THE REQUIRED 10' (TEN FOOT) SETBACK FROM MEAN HIGH WATER LINE (MHWL), FOR PROPERTY LOCATED AT 222 BISCAYNE BLVD, HAVING REAL ESTATE NUMBER 00394489-008400, ON LOWER MATECUMBE KEY, ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS LEGALLY DESCRIBED HEREIN; AND PROVIDING FOR AN EFFECTIVE DATE.

Planning Director Jennifer DeBoisbriand noted this item pertained to an already constructed tiki hut in the 10' setback and was continued from last year to this date. However, due to staffing limitations, the department asked for 2-3 more months to make a recommendation.

The applicant was permitted to speak on the continuance motion and asked for the magistrate to continue the fines to be open-ended until the matter was finalized.

Interim Village Attorney John Quick noted that public comment was not required on the continuance procedural motion.

- B.** ~~Ordinance Amendment Considering the Request of Windley Cove, LLC. to Amend the Future Land Use Map of Parcel 00405350-000000~~ – **First Reading** – **TAB E** (Jennifer DeBoisbriand , Planning Director)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF WINDLEY COVE, LLC, TO AMEND THE VILLAGE'S FUTURE LAND USE MAP FROM RESIDENTIAL MEDIUM (RM) TO MIXED USE (MU) FOR THE SUBJECT PROPERTY, LOCATED ON WINDLEY KEY, WITH REAL ESTATE NUMBER 00405350-000000, AS LEGALLY DESCRIBED HEREIN AND TO ALLOW THE PARCEL TO BE INCLUDED IN POLICY 1-2.11.3:WINDLEY KEY MIXED USE AREA

1; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.

The item was continued to April 9, 2024 at 5:30 pm at the Community Center in Founders Park at 87000 Overseas Highway, Islamorada, FL 33036.

- C.** ~~Ordinance Amendment Considering the Request of Windley Cove, LLC to Amend the Zoning Map of Parcel 00405350-000000~~ **First Reading-- TAB F** (Jennifer DeBoisbriand , Planning Director)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF WINDLEY COVE, LLC, TO AMEND THE OFFICIAL ZONING MAP FROM RESIDENTIAL SINGLE FAMILY (R-1) TO HIGHWAY COMMERCIAL (HC) FOR THE SUBJECT PROPERTY, LOCATED ON WINDLEY KEY, WITH REAL ESTATE NUMBER 00405350-000000, AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.

The item was continued to April 9, 2024 at 5:30 pm at the Community Center in Founders Park at 87000 Overseas Highway, Islamorada, FL 33036.

- D.** ~~Ordinance Amendment Considering the Request of Windley Isles, LLC to Amend the Future Land Use Map of Parcel 00405360-000000~~ **--First Reading-- TAB G** (Jennifer DeBoisbriand , Planning Director)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF WINDLEY ISLES, LLC, TO AMEND THE VILLAGE'S FUTURE LAND USE MAP FROM RESIDENTIAL MEDIUM (RM) TO MIXED USE (MU) FOR THE SUBJECT PROPERTY, LOCATED ON WINDLEY KEY, WITH REAL ESTATE NUMBER 00405360-000000, AS LEGALLY DESCRIBED HEREIN AND TO ALLOW THE PARCEL TO BE INCLUDED IN POLICY 1-2.11.3:WINDLEY KEY MIXED USE AREA 1; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.

The item was continued to April 9, 2024 at 5:30 pm at the Community Center in Founders Park at 87000 Overseas Highway, Islamorada, FL 33036.

- E.** ~~Ordinance Amendment Considering the Request of Windley Isles, LLC to Amend the Zoning Map of Parcel 00405360-000000~~ **--First Reading-- TAB H** (Jennifer DeBoisbriand , Planning Director)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS,

FLORIDA, CONSIDERING THE REQUEST OF WINDLEY ISLES, LLC, TO AMEND THE OFFICIAL ZONING MAP FROM RESIDENTIAL SINGLE FAMILY (R-1) TO HIGHWAY COMMERCIAL (HC) FOR THE SUBJECT PROPERTY, LOCATED ON WINDLEY KEY, WITH REAL ESTATE NUMBER 00405360-000000, AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.

The item was continued to April 9, 2024 at 5:30 pm at the Community Center in Founders Park at 87000 Overseas Highway, Islamorada, FL 33036.

XI. ADJOURNMENT

Council Member Mark Gregg moved to adjourn the meeting at 7:34 p.m.



Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: April 9, 2024
SUBJECT: **Resolution Approving Work Authorization No. 3 with Avalon Gardens Inc. for Completion of a Planting Project - TAB 6**

Background:

In accordance with its Comprehensive Plan, Islamorada, Village of Islands (the "Village"), continues to enhance general community appearance as well as to preserve and enhance open space and natural landscapes. This project would further the Village's natural landscapes planting objective within open space, parks, and right-of-way areas. In February 2024 the Village requested a proposal from Avalon Gardens, Inc. ("Avalon") for a tree and shrub planting project within the right-of-way at approximately mile Marker 87 and within Founders Park. This planting project is intended to replace the trees at Founders Park that were removed by the Florida Keys Electrical Cooperative and trees that had died because of storm events last year. The project also enhances the right of way across from Founders Park in between the overseas Highway and the old Highway where no vegetation currently exists. Effective May 2, 2023, the Village and Avalon entered into a Non-Exclusive Continuing Services Agreement ("CSA") for professional landscaping services resulting from a competitive bid process (RFQ# 23-03) to create a library of firms for landscaping, tree trimming and mangrove trimming.

Analysis:

Exhibit "A" to the attached Resolution is proposed Work Authorization No. 3 between the Village and Avalon for professional landscaping services for the project at Founders Park and the Mile Marker 87 right-of-way at a cost not to exceed \$12,670.00. Work Authorization No. 3 would become effective upon full execution and the project would commence as directed by the Village. Under Work Authorization No. 3, as outlined in the scope within Exhibit "B", Avalon will complete a project involving the planting of 61 native canopy trees and shrubs. The contractor is to complete the work in a timely manner as indicated in the Agreement.

Budget Impact:

The Village's Purchasing Ordinance and procedures require that contracts with or purchases from a vendor above \$25,000.00 in a single year must be approved by the Village Council. The Village previously completed a planting project through Work Authorization # 2 with Avalon this year in the amount of \$14,900.00.

This Work Authorization would be for a not-to-exceed amount of \$12,670.00, as outlined in Exhibit "A" to the Resolution making the total authorization to Avalon in FY 2023-2024 \$27,570.00. Costs for this landscaping project, which would ultimately be recorded as an asset

of the Village, would be accounted for in the FY 2023-2024 Capital Project Fund budget and would be funded by a transfer of In Lieu of Landscape Mitigation funds from the General Fund. The Finance Department estimates that the amount in Committed Fund Balance for Landscape Mitigation as of April 9, 2024, will be \$758,000.00.

Staff Impact:

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

Recommendation:

It is recommended that the Village Council adopt the attached Resolution, thereby approving Work Authorization No. 3 with Avalon Gardens, Inc.

- Attachments:**
1. Resolution_mm87 & FP planting_Avalon_031224
 2. Exhibit A_Project Agreement for WA#3 Avalon Gardens Inc
 3. Exhibit B_Founders Park and ROW MM87 Proposal

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 3 WITH AVALON GARDENS, INC., FOR COMPLETION OF A PLANTING PROJECT AT FOUNDERS PARK AND WITHIN THE VILLAGE RIGHT-OF-WAY AT MM 87; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Village has proposed a native plant planting project at Founders Park and within the Village right-of-way at approximately mile Marker 87; and

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

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

WHEREAS, Avalon is willing to perform these services as outlined in the Scope of Services attached as Exhibit "B" in an amount not to exceed Twelve Thousand Six Hundred Seventy Dollars (\$12,670.00.); and

WHEREAS, the Village Council of Islamorada, Village of Islands, (the "Village Council") has determined that approval of the Work Authorization No. 3 with Avalon is in the best interest of the Village and its residents.

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

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

Section 2. Approval of Work Authorization. The Village Council hereby approves Work Authorization No. 3 with Avalon, 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 Work Authorization No. 3.

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. Authorization of Village Manager to Execute. The Village Manager is hereby authorized to execute Work Authorization No. 3, in the form attached hereto as Exhibit "A" with such changes as may be approved by the Village Attorney.

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

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilman Mark Gregg _____

Councilwoman Elizabeth Jolin _____

Councilman Henry Rosenthal _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 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

PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

AVALON GARDENS, INC.

For

Work Authorization No. 3

Professional Landscaping Services

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

WHEREAS, the VILLAGE and CONSULTANT have entered into a continuing services agreement dated May 2, 2023, pursuant to RFQ #23-03, (the "Continuing Contract") and CONSULTANT has been approved to provide the services contemplated herein; and

WHEREAS, the VILLAGE and CONSULTANT desire to enter into this Work Authorization No. 3 for the CONSULTANT to provide landscaping services to plant native trees and shrubs in the right-of-way at mile marker 87 and within Founders Park as more further described in Exhibit "B" attached hereto (the "Project"), in accordance with the terms and conditions of this Work Authorization No. 3.

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide Professional Landscaping services to the VILLAGE for the Project as described in the "Project Description" attached as Exhibit "B" hereto, to complete the mile marker 87 right-of-way and Founders Park tree planting Project.

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

- *Planting of sixty-one (61) native trees and shrubs*
- *Delivery/Equipment*
- *Hand Watering*
- *Mulch*

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 be effective on the date this Project Agreement is fully executed by all parties and shall continue in full force and effect through, **August 31, 2024**, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Village Manager may extend the term of this Project Agreement through written notification to the CONSULTANT. Such extension shall not exceed (30) days. No further extensions of this Project Agreement shall be effective unless authorized by the Village Manager in writing.

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

3.3 Contract Time. Upon receipt of the Notice to Proceed, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption.

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

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Lump Sum Compensation. VILLAGE agrees to pay CONSULTANT an amount not to exceed Twelve Thousand Six Hundred and Seventy Dollars **(\$12,670.00)** as compensation for

performance of all services and deliverables related to the Project. It is understood that the method of compensation is that of lump sum which means that CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said lump sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

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

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices.

5.1.1 Lump Sum Compensation. CONSULTANT shall submit invoices which are identified by the specific Work Authorization Number on a monthly basis and in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percentage of work accomplished. Invoices for each phase shall not exceed the amounts allocated to said phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously.

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

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:

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.

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.

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.

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:

- Page 160 of 348

- 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: _____
Robert Cole, Village Manager

The ____ day of _____, 20__.

AUTHENTICATION:

Marne McGrath, Village Clerk

(SEAL)

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

John J. Quick, Village Attorney

CONSULTANT

AVALON GARDENS INC.

By:_____

Print Name:_____

Title:_____

The ____ day of _____, 20__.

AUTHENTICATE:

Secretary

Print Name

(CORPORATE SEAL)

WITNESSES:

Print Name:_____

Print Name:_____

Avalon Gardens



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

PROPOSAL

March 4, 2024

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

Project: Founders Park and ROW MM 87 Planting

Scope of Work:

Avalon Gardens will install the following new landscaping:

Quantity	Description	Unit	Total
<u>ROW MM 87 Plantation Key:</u>			
20	Green Buttonwood 7g	95	1,900
6	Shortleaf Fig (or Strangler Fig) 7g	95	570
6	Mastic 7g	95	570
6	Mahogany 7g	95	570
4	Wild Tamarind 7g	95	380
<u>Founders Park - Front area where FKEC removed Date Palms:</u>			
3	Green Buttonwood 7g	95	285
3	Mastic 3g	45	135
3	Wild Tamarind 7g	95	285
1	Lancewood 3g	45	45
1	Guiana Plum (or Pigeon Plum) 7g	95	95
1	Willow Busic 3g	45	45
<u>Founders Park - Old Butterfly garden area:</u>			
1	Bahama Strongbark 7g	95	95
1	Cinnamon Bark 7g	95	95
1	Firebush 3g	45	45
1	Wild Lantana 3g	45	45
1	White Ironwood 3g	45	45
<u>Founders Park - Next to guardhouse:</u>			

1	Green Buttonwood 7g	95	95
<u>Founders Park - Great Lawn:</u>			
1	Green Buttonwood 7g <i>(to replace dead Black Ironwood)</i>	95	95
<u>Supplemental:</u>			
	Delivery / Equipment		1,500
15	Visits - Hand Watering (Tank and Trailer set up). Schedule: 3 times per week for 3 weeks; 2 times for week for 3 weeks. <i>* Assess need for additional watering after 6 weeks.</i>	300	4,500
	<i>* Watering price based on storing our tank and trailer at Founders Park and using Village water to fill tank for these plants.</i>		
5	cy Soil Amendment <i>(Allowance)</i>	75	375
120	Bags Maleleuca Mulch <i>(Allowance)</i>	7.50	900
		Estimated Cost:	\$12,670.00

** Does not include permits and related fees.*

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

Client Signature:

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



Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: April 9, 2024
SUBJECT: **Resolution Approving Work Authorization No. 2 with Stantec Consulting Services, Inc. for Invasive Plant Management Services - TAB 7**

Background:

In accordance with its Comprehensive Plan Policies, Islamorada, Village of Islands (the "Village"), continues to maintain a program to remove invasive exotic vegetation from Village owned lands, including plans for re-vegetation. For the past two years the Village has been utilizing the services of Stantec Consulting Services, Inc. ("Stantec") to perform the invasive exotic vegetation control on Village owned lands. In February 2024 the Village requested a proposal from Stantec for a third year of invasive plant management services. Effective November 3, 2020, the Village and Stantec entered into a Non-Exclusive Continuing Services Agreement ("CSA") for professional engineering and environmental services resulting from a competitive bid process (RFQ# 20-03) to create a library of engineers, architects and surveyors for the Village.

Analysis:

Exhibit "A" to the attached Resolution is proposed Work Authorization No. 2 between the Village and Stantec for invasive plant management services at a cost not to exceed \$25,000.00. Work Authorization No. 2 would become effective upon full execution by both parties through June 1, 2025. Under Work Authorization No. 2, as outlined in the scope within Exhibit "B", Stantec will complete invasive species management at six Village conservation properties and other select Village owned lands.

Budget Impact:

This Work Authorization would be for a not-to-exceed amount of \$25,000.00, as outlined in Exhibit "A". Funds in the amount of \$25,000.00 were included in the FY 2023-2024 budget of the Repair and Maintenance expenditure account in the Public Works Department (General Fund) for this work. The total Public Works Repair and Maintenance expenditure account budget is \$370,000.00, and the Village has spent and encumbered approximately \$95,000.00 as of March 20, 2024, leaving \$275,000.00 in funding available.

Staff Impact:

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

Recommendation:

It is recommended that the Village Council adopt the attached Resolution, thereby approving Work Authorization No. 2 with Stantec.

- Attachments:**
1. Resolution_Stantec WA#2_Invasive Plant Management_040924
 2. Exhibit A_WA#2 Stantec_Invasive Plant Management
 3. Exhibit B_PSA_Islamorada_20240312

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 2 WITH STANTEC CONSULTING SERVICES, INC., FOR INVASIVE PLANT MANAGEMENT SERVICES; 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 WORK AUTHORIZATION NO.2; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village"), continues to maintain a program to remove invasive exotic vegetation from Village owned lands per its Comprehensive Plan; and

WHEREAS, the Village has been utilizing the services of Stantec Consulting Services, Inc. ("Stantec") to perform the invasive exotic vegetation control on Village owned lands; and

WHEREAS, the Village requested a proposal from Stantec Consulting Services, Inc. ("Stantec") for invasive plant management services on Village owned property, as detailed in Exhibit "B" attached hereto (the "Project"); and

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

WHEREAS, Stantec is willing to perform these services as outlined in the Scope of Services attached as Exhibit "B" in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00.); and

WHEREAS, the Village Council of Islamorada, Village of Islands, (the "Village Council") has determined that approval of the Work Authorization No. 2 with Stantec 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. 2 with Stantec, 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 Work Authorization No. 2.

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 Work Authorization No. 2.

Section 5. Authorization of Village Manager to Execute. The Village Manager is hereby authorized to execute Work Authorization No. 2, in the form attached hereto as Exhibit "A" with such changes as may be approved by the Village Attorney.

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

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilman Mark Gregg _____

Councilwoman Elizabeth Jolin _____

Councilman Henry Rosenthal _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 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

PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

STANTEC CONSULTING SERVICES INC

For

Work Authorization No. 2

Engineering, Environmental, and Support Services

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

WHEREAS, the VILLAGE and CONSULTANT have entered into a continuing services agreement dated November 5, 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 No. 2 for the CONSULTANT to provide support services to complete Islamorada's Invasive Plant Species Management, as more further described in Exhibit "1" attached hereto (the "Project"), in accordance with the terms and conditions of this Work Authorization No. 2.

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide engineering services to the VILLAGE for the Project as described in the "Project Description" attached as Exhibit "1" hereto to complete the VILLAGE Invasive Plant Species Management.

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 attached Exhibit "1."

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order

executed by the parties in accordance with the provisions of the Continuing Contract, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

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

- *Quarterly Invasive Species Management of Six Preservation Areas and other select Village owned lands; A service report following each of the quarterly treatments listing species treated, herbicide used, or treatments performed, and other basic information.*

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 be effective on the date this Project Agreement is fully executed by all parties and shall continue in full force and effect through, **June 1, 2025**, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Village Manager may extend the term of this Project Agreement through written notification to the CONSULTANT. Such extension shall not exceed (30) days. No further extensions of this Project Agreement shall be effective unless authorized by the Village Manager in writing.

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

3.3 Contract Time. Upon receipt of the Notice to Proceed, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption.

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

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Lump Sum Compensation. VILLAGE agrees to pay CONSULTANT an amount not to exceed Twenty-Five Thousand Dollars **(\$25,000.00)** as compensation for performance of all services and deliverables related to the Project. It is understood that the method of compensation is that of

lump sum which means that CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said lump sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

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

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices.

5.1.1 Lump Sum Compensation. CONSULTANT shall submit invoices which are identified by the specific Work Authorization Number on a monthly basis and in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percentage of work accomplished. Invoices for each phase shall not exceed the amounts allocated to said phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously.

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

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

other documents as dictated in the Scope of Services and Deliverables. Acceptance of final payment shall constitute a waiver of all claims against the VILLAGE by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

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

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

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

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

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

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

<u>NAME</u>	<u>FUNCTION</u>
<u>Alex Bliss</u>	<u>Project Manager</u>
<u>Joe Browning</u>	<u>Field Crew Supervisor</u>
<u> </u>	<u> </u>

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

SECTION 8. INCORPORATION OF CONTINUING CONTRACT

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

SECTION 9. SEVERABILITY

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

SECTION 10. MISCELLANEOUS

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

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

- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR upon termination of this Project Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

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

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

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

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

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

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

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: _____
Robert Cole, 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

STANTEC CONSULTING SERVICES, INC.

By:_____

Print Name:_____

Title:_____

The ____ day of _____, 20__.

AUTHENTICATE:

Secretary

Print Name

(CORPORATE SEAL)

WITNESSES:

Print Name:_____

Print Name:_____

This Agreement is made and entered into effective April 1, 2024 (the "Agreement Date") by and between:

"Client"

Name: Village of Islands, Islamorada Invasive Species Management
Address: 86800 Overseas Hwy Islamorada, FL 33036
Phone: 305-664-6427
Representative: Peter Frezza Email: peter.frezza@islamorada.fl.us

"Stantec"

Name: Stantec
Address: 800 Fairway Drive Suite 195 Deerfield Beach FL 33441
Phone: 786 575 5752
Representative: Alex Bliss Project Manager Email: alex.bliss@stantec.com
Project Name (the "Project"):
Village of Islands, Islamorada Invasive Species Management

DESCRIPTION OF WORK: Stantec shall render the services described in Attachment "A" (hereinafter called the "Services") in accordance with this Agreement. Stantec may, at its discretion and at any stage, engage subconsultants to perform all or any part of the Services. The Client and Stantec by written amendment to this Agreement may from time to time make changes to the Services. All changed work shall be carried out under this Agreement. The time for completion of the Services shall be adjusted accordingly.

COMPENSATION: Charges for the Services rendered will be made in accordance with the Contract Price indicated in Attachment "A", or, if no Contract Price is indicated, in accordance with Stantec's Schedule of Fees and Disbursements in effect from time to time as the Services are rendered.

Invoices shall be paid by the Client in the currency of the jurisdiction in which the Services are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle Stantec, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. The Client will make payment by Electronic Funds Transfer when requested by Stantec.

REPRESENTATIVES: Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this Agreement. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this Agreement.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this Agreement to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail or email, addressed to the regular business address of such party as identified above.

CLIENT'S RESPONSIBILITIES: The Client shall provide to Stantec in writing, the Client's total requirements in connection with the Project, including the Project budget and time constraints. The Client shall make available to Stantec all relevant information or data pertinent to the Project which is required by Stantec to perform the Services. Stantec shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the Client, including information and data originating with other consultants employed by the Client whether such consultants are engaged at the request of Stantec or otherwise. Where such information or data originates either with the Client or its consultants then Stantec shall not be responsible to the Client for the consequences of any error or omission contained therein.

When required by Stantec, the Client shall engage specialist consultants directly to perform items of work necessary to enable Stantec to carry out the Services. Whether arranged by the Client or Stantec, these services shall be deemed to be provided under direct contracts to the Client unless expressly provided otherwise.

The Client shall give prompt consideration to all documentation related to the Project prepared by Stantec and whenever prompt action is necessary shall inform Stantec of Client's decisions in such reasonable time so as not to delay the schedule for providing the Services.

When applicable, the Client shall arrange and make provision for Stantec's entry to the Project site as well as other public and private property as necessary for Stantec to perform the Services. The Client shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the Project so as not to delay Stantec in the performance of the Services.

STANTEC'S RESPONSIBILITIES: Stantec shall furnish the necessary qualified personnel to provide the Services. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, Stantec will be liable only for its failure to exercise diligence, reasonable care, and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control. Stantec does not warrant the Services to any third party and the Client shall indemnify and hold harmless Stantec from any demands, claims, suits, or actions of third parties arising out of Stantec's performance of the Services.

In performing the Services under this Agreement, Stantec shall operate as and have the status of an independent contractor and shall not act as or be an employee of the Client.

TERMINATION: Stantec may terminate this Agreement without cause upon thirty (30) days' notice in writing. If either party breaches this Agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this Agreement, the Client shall forthwith pay Stantec for the Services performed to the date of termination. Non-payment by the Client of Stantec's invoices within 30 days of Stantec rendering same is agreed to constitute a material breach of this Agreement and, upon written notice as prescribed above, the duties, obligations, and responsibilities of Stantec are terminated.

SUSPENSION OF SERVICES: If the project is suspended for more than thirty (30) calendar days in the aggregate, Stantec shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) days, Stantec may, at its option, terminate this agreement upon giving notice in writing to the Client.

ENVIRONMENTAL: Except as specifically described in this Agreement, Stantec's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the Services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, Client acknowledges that such Services proposed or performed by Stantec are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the Client's contractor or others and that Stantec has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the Services provided by Stantec, Client agrees to indemnify and hold Stantec harmless from and against all claims, costs, liabilities, or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup, or related costs.

In the prosecution of work, Stantec will take reasonable precautions to avoid damage to subterranean structures or utilities. However, it is the responsibility of the Client to provide Stantec with assistance in locating underground structures and utilities in the vicinity of any construction, exploration, or investigation. Stantec shall also rely upon third party sources in order to determine the existence and location of any underground structures and utilities of any kind. The Client acknowledges and agrees that Stantec may rely on such third-party advice, so long as such third party is, in Stantec's opinion, a reasonable source for such information, without any requirement that Stantec shall make an independent evaluation or investigation of such underground structures and utilities. In the event that the information supplied by third parties is incorrect, the Client acknowledges that Stantec shall not be responsible for any damages done to any such underground structures or utilities. If neither party can confirm the location of such structures and utilities, the Client agrees to accept all liabilities, costs, expenses and damages, whether direct, indirect, economic, punitive, incidental, special, exemplary or consequential, associated with the repair, replacement or restoration of any damages to such structures and utilities caused by Stantec or its subcontractor(s) or subconsultant(s) in the performance of the Services and the Client agrees to defend, indemnify and hold Stantec harmless from any such damages.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: Stantec shall, to the best of its ability, interpret building codes, by-laws, and other public regulations as they apply to the Project and as they are published at the time Services commence. Furthermore, Stantec shall observe and comply with all applicable laws, ordinances, codes, and regulations of government agencies, including federal, state, provincial, municipal, and local governing bodies having jurisdiction over the conduct of the Services ("LAWS"). However, it is expressly acknowledged and agreed by the Client that as the Project progresses such building codes, by-laws, other public regulations, and LAWS may change or the interpretation of any public authority may differ from the interpretation of Stantec, through no fault of Stantec, and any extra costs

necessary to conform to such changes or interpretations during or after execution of the Services will be paid by the Client.

Stantec shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable cost and project schedule, it is recognized that neither the Client nor Stantec has control over the costs of labor, equipment, or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on Stantec's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the Client's budget or schedule or from any opinion of probable cost or project schedule prepared by Stantec. Exact costs and times will be determined only when bids have been received for the Project and when the construction work has been performed and payments finalized.

ADMINISTRATION OF CONSTRUCTION CONTRACTS: When applicable, Stantec shall provide field services during the construction of the Project only to the extent that such Services are included and defined in this Agreement. The performance of the construction contract is not Stantec's responsibility nor are Stantec's field services rendered for the construction contractor's benefit.

It is understood and agreed by the Client and Stantec that only work which has been seen during an examination by Stantec can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by Stantec, the authority for general administration of the Project shall reside with Stantec only to the extent defined in this Agreement. In such case, Stantec shall coordinate the activities of other consultants employed by the Client, only to the extent that Stantec is empowered to do so by such other consultants' contracts with the Client.

Stantec shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. When field services are provided, no acceptance by Stantec of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the Client for the proper performance of such work or services and further, Stantec shall not be responsible to the Client or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by Stantec or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the Project, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, Stantec will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The Client shall designate a responsible party, other than Stantec, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.

JOBSITE SAFETY: Neither the professional activities of Stantec, nor the presence of Stantec or its employees and subconsultants at a construction site, shall relieve the Client and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, Stantec and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

INDEMNITY: The Client releases Stantec from any liability and agrees to defend, indemnify, and hold Stantec harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the negligence or willful misconduct of Stantec.

LIMITATION OF LIABILITY: It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims (including any and all costs associated with such claims such as attorney and expert fees and interest) the Client may have against Stantec under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to Stantec for the Services or \$500,000. No claim may be brought against Stantec in contract or tort more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Stantec and not against any of Stantec's employees, officers, or directors.

Stantec's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Stantec shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

In no event shall Stantec's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

DOCUMENTS: All documents prepared by Stantec or on behalf of Stantec in connection with the Project are instruments of service for the execution of the Project. Stantec retains the property and copyright in these documents, whether the Project is executed or not. Payment to Stantec of the compensation prescribed in this Agreement shall be a condition precedent to the Client's right to use documentation prepared by Stantec. These documents may not be used for any other purpose without the prior written agreement of Stantec. The Client shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the Services rendered by Stantec in connection with the Project, for the life of the Project. The Client shall not use, infringe upon, or appropriate such concepts, products or processes without the express written agreement of Stantec. In the event Stantec's documents are subsequently reused or modified in any material respect without the prior consent of Stantec, the Client agrees to indemnify Stantec from any claims advanced on account of said reuse or modification.

Any document produced by Stantec in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Stantec, which may be withheld at Stantec's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Stantec's standard form reliance letter.

Stantec cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify, and hold Stantec, its officers, employees, consultants, and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Stantec's written consent.

PROJECT PROMOTION: Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include Stantec in such Project Promotion.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Stantec for services rendered.

GOVERNING LAW: This Agreement shall be governed, construed, and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed.

DISPUTE RESOLUTION: If requested in writing by either the Client or Stantec, the Client and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Stantec from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: The Client shall not, without the prior written consent of Stantec, assign the benefit or in any way transfer the obligations of this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: The parties acknowledge that information relating to an identified or identifiable person ("Personal Information") may be exchanged in the course of this Project pursuant to this Agreement.

The party disclosing Personal Information (the "Disclosing Party") warrants that it has all necessary authorizations and approvals required to process and disclose the Personal Information and to enable the party receiving the Personal Information (the "Receiving Party") to process it in performing the Services. The Disclosing Party will provide the Receiving Party with written notice containing the details of what Personal Information will be provided.

The Receiving Party will comply with any reasonable instruction from the Disclosing Party in respect of such Personal Information and implement appropriate technical and organization measures to protect the Personal Information against unauthorized or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage.

The Receiving Party shall be permitted, upon prior written consent of the Disclosing Party, to transfer Personal Information outside the jurisdiction if required for performance of the Services provided that such transfers are in accordance with relevant and applicable requirements under applicable legislation. The Receiving Party shall provide the Disclosing Party with full cooperation and assistance in meeting its obligations under applicable privacy legislation, including in relation to the security of processing, the notification of Personal Information breaches, the notification of requests from individuals and Personal Information protection impact assessments.

On termination of this Agreement, the Receiving Party shall cease processing Personal Information and shall delete and destruct or return to the Disclosing Party (as the Disclosing Party may require) all Personal Information held or processed by the Receiving Party on the Disclosing Party's behalf. It is understood however, that the Receiving Party may need to keep a copy of all Personal Information for legal purposes and therefore it will continue to take reasonable steps to protect the Personal Information as outlined herein and will proceed with the destruction of the Personal Information within a reasonable period of time if there is no longer any legal justification to keep the Personal Information.

Nothing herein relieves either party from their responsibilities for compliance with applicable privacy legislation.

ENTIRE AGREEMENT: This Agreement constitutes the sole and entire agreement between the Client and Stantec relating to the Project and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions, or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both the Client and Stantec. All attachments referred to in this Agreement are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence.

SEVERABILITY: If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding on the Client and Stantec.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

BUSINESS PRACTICES: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.

The Parties, intending to be legally bound, have made, accepted, and executed this Agreement as of the Agreement Date noted above.

**Village of Islands, Islamorada Invasive Species
Management**

Stantec

Peter Frezza Environmental Resource
Manager

Print Name and Title

Signature

Mitchell Moore PMP Senior Associate

Print Name and Title

Moore, Mitchell

Digitally signed by Moore, Mitchell
Date: 2024.03.14 07:59:07 -04'00'

Signature

Attached to and forming part of the Agreement BETWEEN:

Village of Islands, Islamorada Invasive Species Management

(Hereinafter called the "Client")

- and -

Stantec Consulting Services Inc.

(Hereinafter called "Stantec")

EFFECTIVE: April 1, 2024

This Attachment details the Services, Contract Time, Contract Price, Additional Conditions and Additional Attachments forming part of the above-described Agreement.

SERVICES: Stantec shall perform the following Services:

Task 1: Invasive Species Management of Six Preserve Areas

- Stantec will conduct quarterly maintenance treatments, up to four (4) events, of nuisance/exotic vegetation within the six sites: Green Turtle Hammock, Key Tree Cactus Preserve, Wollard Property, Anne's Beach, Plantation Hammocks Preserve, and Plantation Tropical Preserve. Targeted vegetative species will include those listed by the Florida Invasive Species Council (FISC). All herbicide treatments will be supervised by a state-certified aquatic herbicide applicator. Targeted vegetative species will be treated with a dye-laced systemic herbicide. No biomass will be removed from the treatment areas by Stantec. The Stantec supervisor will submit a service report following each treatment listing species treated, herbicides used, or treatments performed, and other basic information.

(Hereinafter called the "Services")

CONTRACT TIME: Commencement Date: April 1st, 2024

Estimated Completion Date: April 1st, 2025

CONTRACT PRICE: Subject to the terms below, Client will compensate Stantec as follows:

This proposal is offered as a package. Should the Client select only a portion of this proposal, Stantec reserves the right to adjust the fees for the tasks selected.

The fee to carry out the above services will be \$6,250 per quarterly event (up to 4 events) for a total authorized amount of \$25,000.00.

ADDITIONAL CONDITIONS: The following additional conditions shall be read in conjunction with and constitute part of this Agreement:

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the CONTRACT PRICE and CONTRACT TIME are based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on the Project.

ADDITIONAL
ATTACHMENTS:

The following additional attachments shall be read in conjunction with and constitute part of this Agreement:

1. The Client will make provision for Stantec to enter upon public and private property as required to perform services under this agreement.
2. The Client will provide all relevant plans, drawings, as-built certifications, and permits, as requested.
3. This proposal was prepared using the best information available to us at the time this Scope was compiled. Any additional materials or services to be provided by Stantec, which are judged by Stantec to be outside of the intent of this Scope of Services, will be performed and billed as additional services.
4. This Scope of Services does not include permit modifications or actions necessary for resolution of compliance issues, including negotiations with regulatory agencies or necessary corrective actions.
5. The control or removal of native vines such as grape vine (*Vitis spp.*), native "weedy plants" such as ragweed (*Ambrosia spp.*) and dog fennel (*Eupatorium spp.*), or native upland species from the treatment areas is not included in this Scope of Services. If control of these plants is desired by the Client or required by the agencies, this maintenance will be performed as additional services.
6. Preserve maintenance targets compliance with nuisance/exotic species coverage, and does not include any habitat management services.
7. The selective use of aquatic herbicides will be accepted as an appropriate maintenance strategy within the treatment areas.
8. Cutting and/or removal of treated material is not included in this Agreement. If any hand removal is desired by the Client, or required by any agency, this service will be provided and billed as additional services as a contact addendum or as a separate Scope of Services.
9. No trash or garbage or debris cleanup is included in this proposal Stantec will respond to service call for garbage clean up based on an estimated additional fee or on a time and materials basis.
10. The proposed maintenance fees are based on Stantec's regional experience on similar sites. In certain situations, conditions beyond our control may affect the establishment of nuisance species or cause the invasion of upland species, and therefore affect the cost of maintenance. These situations include, but are not limited to, extensive upstream or adjacent nuisance species seed sources, fluctuating water levels which produce conditions conducive to nuisance or upland species colonization, or other factors. Should any conditions which will require additional maintenance efforts become apparent on the site, Stantec will contact the Client immediately and provide an estimate for any remedial measures necessary.
11. Additional reporting, if requested, will be provided at an additional agreed upon fee. Stantec will provide a service report with our invoices and, if requested, to a representative on site, that briefly outlines the services provided.
12. Additional reporting, if requested, will be provided at an additional agreed upon fee.
13. All Stantec work products prepared during the completion of this Scope of Services may be used in marketing, advertising, corporate resume, and other similar business development materials. Use of such materials shall be in accordance with industry standards and normal business practices.

**INSURANCE
REQUIREMENTS:**

Before any services are provided under this agreement, Stantec shall procure, and maintain insurance coverage during the term of this agreement.



Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: April 9, 2024
SUBJECT: **Resolution Approving Work Authorization No. 7 with CPH, LLC for Founders Park Breakwater Restoration Post-Permit Compliance Monitoring & Reporting - 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 Continuing Services Agreement ("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 the engineers of record and project coordinator for the Village and has directed sub-consultants to ensure the timely completion of the project in a cost-effective manner.

Analysis:

Construction of the breakwater restoration is expected to begin shortly. Construction will be completed pursuant to the permits authorizing this project through the South Florida Water Management District and the US Army Corps of Engineers. Natural resource mitigation is a requirement of the construction project and consists of resource protection and monitoring. A proposal was requested from CPH in accordance with the current CSA to assist the Village with the required mitigation monitoring and maintenance to ensure compliance with the permits and the Florida Keys National Marine Sanctuary authorization.

Exhibit "A" to the attached Resolution is proposed Work Authorization No. 7 between the Village and CPH for the post-permit compliance monitoring and reporting of the Founders Park Breakwater restoration project at a cost not to exceed \$139,238.00. The work and payment would be spread over a seven-year period based on the permitting requirements for an annual average cost to the Village of \$19,891. Work Authorization No. 7 would become effective upon full execution by both parties through December 31, 2030. Under this agreement, as outlined in the Scope of Services within Exhibit "B", CPH agrees to perform the Post-Permit Compliance Monitoring & Reporting 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 from this fund has been included in the FY

2023-2024 budget for this project. 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. Additional construction costs and the costs of monitoring would be funded by Marina operating revenues.

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. 7 with CPH for services and approving the related expenditure of \$139,238.00 over seven (7) years from the Plantation Yacht Harbor Marina Fund.

- Attachments:**
1. Resolution_CPH_Breakwater PPCM&R WA#7
 2. Exhibit A_WA#7 CPH
 3. Exhibit B_Founders Park Breakwater- Post Permit Compliance

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 7 WITH CPH LLC FOR FOUNDERS PARK BREAKWATER RESTORATION POST-PERMIT COMPLIANCE MONITORING & REPORTING; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION NO 7; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, given the potential for future storm surge, sea level rise, and further erosion, Islamorada, Village of Islands (the "Village") is planning to restore the breakwater at Plantation Yacht Harbor Marina within Founders Park to safeguard the harbor and marine facilities; and

WHEREAS, the Village is in need of an independent contractor to provide the necessary post permit compliance monitoring and reporting of natural resources (the "Services") needed to complete the breakwater 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 all of the previous phases of the project for the Village and with this final phase, outlined in Exhibit "B" attached hereto, CPH has proposed to perform the professional environmental and engineering Services in connection with the project; and

WHEREAS, CPH is willing to perform these Services as outlined in the Scope of Services set forth in Exhibit "B" in an amount not to exceed One Hundred Thirty-Nine Thousand Two Hundred Thirty-Eight Dollars (\$139,238.00); and

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

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council"), has determined that approval of the Work Authorization No. 7 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. 7 with CPH, attached as Exhibit "A," for completion of the Services.

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 Work Authorization No. 7.

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. Authorization of Village Manager to Execute. The Village Manager is hereby authorized to execute Work Authorization No. 7, in the form attached hereto as Exhibit "A" with such changes as may be approved by the Village Attorney.

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

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilman Mark Gregg _____

Councilwoman Elizabeth Jolin _____

Councilman Henry Rosenthal _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 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

PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

CPH, LLC.

For

Work Authorization No. 7

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 No. 7 for the CONSULTANT to provide post permit compliance monitoring and reporting for the Founders Park Breakwater restoration project (the "Services") as more further described in Exhibit "B" attached hereto, in accordance with the terms and conditions of this Work Authorization No. 7.

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 post permit compliance monitoring and reporting for the Founders Park Breakwater restoration project.

1.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for the 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:

- *Pre-construction meeting & site visit*
- *SFWMD minor modifications*
- *Seagrass & coral protective marking*
- *Seagrass mitigation monitoring*
- *Mangrove planting & monitoring*
- *Maintenance events*
- *Benthic survey*
- *Annual coordination*

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, 2030**, 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 through the issuance of a Purchase Order. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notice to Proceed through a Purchase Order.

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 Services shall constitute the Contract Time.

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

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Lump Sum Compensation. VILLAGE agrees to pay CONSULTANT an amount not to exceed One Hundred Thirty-Nine Thousand Two Hundred Thirty-Eight Dollars **(\$139,238.00)** as compensation for performance of all Services and deliverables related to the project. It is understood that the method of compensation is that of lump sum which means that CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said lump sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

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

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices.

5.1.1 Lump Sum Compensation. CONSULTANT shall submit invoices which are identified by the specific Work Authorization Number on a monthly basis and in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percentage of work accomplished. Invoices for each phase shall not exceed the amounts allocated to said phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously.

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

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

5.3 Final Payment. Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its Subconsultants, incurred in connection with the Services, 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 Services and shall, to the extent possible terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and reimbursable expenses incurred prior to the date of termination. In such event, the CONSULTANT shall promptly submit to the VILLAGE its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. Under no circumstances shall the VILLAGE make payment of profit to the CONSULTANT for services which have not been performed.

6.3 Assignment Upon Termination. Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the VILLAGE and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other

documents and digital data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the VILLAGE'S request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the VILLAGE.

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

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

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

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

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

PROJECT DESCRIPTION

Islamorada, Villages of Islands is proposing to restore the Founders Park Breakwater pursuant to the SFWMD Permit # 44-107896-P and the ACOE Permit #SAJ-2006-03709. The mitigation program consists of resource protection and monitoring. CPH shall assist the Client with mitigation monitoring and maintenance to comply with the SFWMD Permit and FKNMS requirements. CPH shall coordinate with the Client and SFWMD throughout the project and make compliance submittals.

CPH, LLC hereinafter known as CPH proposes to furnish the Islamorada, Villages of Islands, hereinafter known as the Client, the professional services described below for the fees stipulated herein.

1.0 SCOPE OF SERVICES

1.1 Basic Services

CPH shall provide, or obtain from others, all labor, material and equipment to perform the following services:

ENV – 1 Pre-Construction Meeting & Site Visit

CPH shall attend the pre-construction meeting and coordinate with the contractor to discuss the seagrass and coral marking and the mangrove planting protocol and timing. Provide contractor with environmental maps and conduct a site visit to discuss construction timing and mitigation timing.

ENV – 2 SFWMD Minor Modification

Any deviation from mitigation time frames presented during the application process will require prior approval from the SFWMD and may require a minor modification to the permit. CPH shall coordinate with the SFWMD to modify the monitoring schedule in writing. This request shall include: (1) reason for the change, (2) proposed start/finish and/or completion dates, and (3) progress report on the status of the project.

ENV-3 Sea Grass & Coral Protective Marking

CPH will mark/stake the periphery of the seagrass areas and coral locations to be avoided that are within, or immediately adjacent to, the construction limits to protect aquatic resources and to promote visibility to construction personnel. The marking is intended to prevent encroachment and impact to these sensitive areas and to comply with the SFWMD permit and the FKNMS requirements. The remaining one *Siderastrea radians* (16 sq cm), 50 *Siderastrea siderea* (8,105.25 sq cm), and 10 *Solenastrea bournoni* (15,496 sq cm) shall be avoided during construction activities including turbidity curtain installation. CPH shall photograph the sea grass and coral marking for the project file to document for agency permit compliance. Once construction is complete, CPH shall remove the sea grass and coral markers.

ENV-4 Seagrass Mitigation Monitoring

To mitigate for the seagrass impacts, the permittee has removed a derelict vessel from approximately 0.057 acre of submerged bottom in seagrass habitat located in Cowpens Anchorage, Islamorada, which is less than 0.50 miles away from Founders Park, with the expectation that seagrass will naturally recruit from adjacent areas containing healthy seagrass beds into the scars exposed by removal of the vessel. CPH shall monitor and document recruitment of seagrasses into 0.057 acres of submerged bottom exposed by removal of derelict vessel at Cowpens Anchorage, Islamorada (24°57.750'N and 80°34.580'W). The SFWMD seagrass mitigation includes the monitoring of an area that is approximately 100 feet by 25 feet to record the recruitment of seagrass into an area impacted by an abandon, derelict barge.

CPH shall conduct a Baseline Monitoring Event to document conditions of the submerged bottom in the seagrass mitigation area at the start of the breakwater construction. The Baseline Monitoring Report shall identify the areal extent, distribution and relative abundance of seagrass, acreage and description of the area for seagrass recruitment and in the surrounding area, in narrative details and photographs.

After the Baseline Monitoring Event and Report, CPH shall conduct an annual assessment of the seagrass mitigation area, prepare a report of results for 5 years for submittal to the Client and SFWMD. CPH shall conduct 6 monitoring events and prepare 6 monitoring reports. Please note, if the survey results for the derelict vessel removal indicate that seagrass has not been successful in the mitigation area or that seagrass impacts in the area have occurred, the SFWMD may require the permittee to provide acceptable mitigation to offset those impacts.

ENV-5 Mangrove Planting

To mitigate for mangrove impacts, approximately 0.30 acre of red and/or black mangroves, as a living shoreline, will be planted along the restored breakwater based on availability for a total of 131 plants. Mangrove plantings are proposed along the breakwater toe-of-slope. Mangroves shall be installed by the Riley Encased Methodology (REM). REM was developed for the purpose of establishing mangroves along high-energy shorelines, revetments, and bulkheads where conventional planting methods are or maybe ineffective. The growth of the mangroves will determine when the REM materials (PVC pipe) should be removed.

All mangrove plants will be 1 (one) gallon, planted at a density of 10-foot centers. Mangroves will be acclimated to salt water for a minimum of 30 days prior to installation.

Mitigation Planting Specifications					
Common Name	Scientific Name	Status	Size	Spacing	Approx. Quantity
Zone 1 - Red Mangroves (-0.385 to -0.39 NAVD: 0.15 acres)					
Red mangrove	<i>Rhizophora mangle</i>	OBL	1 Gallon/ up to 4 ft	10' Centers	65
Zone 2 - Black mangroves (-0.39 NAVD to -0.395: 0.15 acres)					
Black mangrove	<i>Avicennia germinans</i>	OBL	1 Gallon/ up to 4 feet	10' Centers	66
TOTALS					
131					

ENV – 6 Mangrove Monitoring

The Baseline Monitoring Event documenting the conditions of the mangrove creation area shall be conducted. The event shall include a survey of the areal extent, acreage and cross-sectional elevations of the created areas and photographs of existing conditions. The location of each planted mangrove shall be recorded by a hand held GPS unit. The report shall also include a description of planted species, sizes, total number and densities of each plant species.

The monitoring program shall extend after the Baseline Report for a period of 5 years with annual reports submitted to the Client and the SFWMD. CPH shall conduct 6 monitoring events and prepare 6 monitoring reports. At the end of the first monitoring period the mitigation area shall contain an 80% survival of planted vegetation. Please note the SFWMD requires 80% survival rate to be maintained throughout the monitoring program, with replanting as necessary. If native wetland, transitional, and upland species do not achieve an 80% coverage within the initial two years of the monitoring program, native species shall be planted. Additional plantings shall be addressed in additional services as needed.

During the baseline monitoring event permanent photo-monitoring stations will be established. The stations will be recorded via GPS. Monitoring events will include collection of data and photographs to determine the vegetative cover and composition of living shoreline and to note functions and wildlife usage of the site. Qualitative and Quantitative monitoring of planted mangroves will be documented. Each monitoring report will include:

- A brief introduction and overview of the site.
- A description of monitoring methodologies utilized.
- A presentation of monitoring results and summary of overall data.
- Observations of fish and wildlife utilization.
- Photographs from each photo monitoring station.
- An evaluation of the general trend of maintenance efforts.
- A discussion of site conditions relative to the permit success criteria.

ENV - 7 Maintenance Events

A maintenance program shall be implemented for the mangrove creation area on a regular basis to ensure the integrity and viability of those areas as permitted. During the 5 year monitoring period maintenance events shall occur annually. The mitigation area shall be maintained to control Category 1 exotic vegetation (as defined by the Florida Exotic Pest Plant Council at the time of permit issuance) results of the maintenance events shall be provided in the annual monitoring reports. Five maintenance events are proposed.

ENV-8 Benthic Survey

A post-construction benthic survey shall be conducted within one month of construction completion to assess the status and health of the remaining one *Siderastrea radians* (16 sq cm), 50 *Siderastrea siderea* (8,105.25 sq cm), and 10 *Solenastrea bournoni* (15,496 sq cm). The completed survey should be submitted to the Client and FKNMS (Steve Werndli at Stephen.Werndli@noaa.gov). Please note, additional mitigation may be required if any impacts to corals have occurred.

ENV-9 Annual Coordination

CPH shall coordinate with the Client and agencies throughout the duration of the project. Tasks to be performed include:

- CPH shall submit compliance documents to SFWMD as required by the permit.
- CPH anticipates up to two Teams (2) meetings.
- CPH shall coordinate with the Client and others as necessary during the performance of mitigation monitoring compliance tasks.
- Any accidental damage to stony corals during construction must be reported immediately to FKNMS and construction operations in the area of observed damage must cease until guidance is provided by FKNMS. CPH shall contact the Client and FKNMS (Steve Werndli at (305) 434-9371) for notification of damage.

ENV-10 Monitoring Schedule

The project schedule is provided in Section 2.0 of this proposal and commences at the Pre-construction Meeting in July 2024 and continues through agency sign-off of the mitigation areas. Monitoring will be conducted for a period of five consecutive years after the Baseline Monitoring Report for seagrass and mangrove mitigation areas. The monitoring schedule is subject to change based upon the construction progress.

1.2 Additional Services

Additional services shall include other services not provided in Section 1.1 above. Additional Services shall be provided on a time and materials basis as approved by the Islamorada, Villages of Islands.

2.0 COST AND COMPENSATION

2.1 Basic Services

The Table provided below, outlines the anticipated mitigation events and reports, maintenance events and additional tasks as required for compliance with the SFWMD Permit and FKNMS requirements.

Estimated Construction, Monitoring, and Maintenance Schedule*		
Event	Calendar Due Date	Lump Sum
Attend Pre-construction Meeting & Site Review	June 2024	\$2,490
Seagrass & Coral Marking	June 2024	\$7,995
Estimated Construction Start Date	July 2024	N/A
SFWMD Minor Modification	July 2024	\$1,950
Seagrass Mitigation Baseline Monitoring Event	August 2024	\$5,900
Seagrass Mitigation Baseline Monitoring Report	October 2024	\$4,775
Estimated Construction Completion in Mangrove Planting Area	February 2025	N/A
Mangrove Planting	March/April 2025	\$8,600
Mangrove Mitigation Baseline Monitoring Event	April 2025	\$3,780
Mangrove Mitigation Baseline Monitoring Report	June 2025	\$3,990
Seagrass Mitigation Monitoring Event-Year 1	August 2025	\$4,665
Seagrass (Year 1) Mitigation Monitoring Report	September 2025	\$4,200
Annual Coordination	2024- 2025	\$2,000
Maintenance Event #1	August 2025	\$1,000
Seagrass (Year 2) & Mangrove (Year 1) Mitigation Monitoring Event	August 2025	\$7,153
Seagrass (Year 2) & Mangrove (Year 1) Mitigation Monitoring Report	September 2025	\$5,900
Annual Coordination	2025-2026	\$2,000
Maintenance Event #2	August 2026	\$1,100
Seagrass (Year 3) & Mangrove (Year 2) Mitigation Monitoring Event	August 2026	\$7,153
Seagrass (Year 3) & Mangrove (Year 2) Mitigation Monitoring Report	September 2026	\$5,900
Annual Coordination	2026- 2027	\$1,700
Maintenance Event #3	August 2027	\$1,100
Seagrass (Year 4) & Mangrove (Year 3) Mitigation Monitoring Event	August 2027	\$7,153
Seagrass (Year 4) & Mangrove (Year 3) Mitigation Monitoring Report	September 2027	\$5,900
Annual Coordination	2027-2028	\$2,000
Maintenance Event #4	August 2028	\$1,200

Seagrass (Year 5) & Mangrove (Year 4) Mitigation Monitoring Event	August 2028	\$7,278
Seagrass (Year 5) & Mangrove (Year 4) Mitigation Monitoring Report	September 2028	\$5,900
SFWMD Site Inspection of Seagrass Mitigation Area	Nov-Dec 2028	\$2,570
Annual Coordination	2028-2029	\$1,500
Maintenance Event #5	August 2029	\$1,200
Mangrove (Year 5) Mitigation Monitoring Event	August 2029	\$3,300
Mangrove (Year 5) Mitigation Monitoring Report	September 2029	\$2,970
SFWMD Site Inspection of Mangrove Mitigation Area	Nov-Dec 2029	\$950
Coral Survey & Report	Nov-Dec 2029	\$11,976
Seagrass and Coral Marking Removal	Nov-Dec 2029	\$990
Annual Coordination	2029-2030	\$1,000
		\$139,238

*Subject to change based upon construction start date & completion

Costs broken down by Fiscal Year

Fiscal Year	Cost
2023-2024	\$18,335
2024-2025	\$46,063
2025-2026	\$16,153
2026-2027	\$15,853
2027-2028	\$16,378
2028-2029	\$11,540
2029-2030	\$14,916

2.2 Additional Services

Invoices for Additional Services will be provided on an hourly plus expense reimbursement basis. Invoices for Additional Services will be submitted monthly.

3.0 RESPONSIBILITIES OF OTHERS

- The Client shall guarantee access to and make provisions for CPH to enter public or private lands as required by CPH to perform their work under this Agreement.

4.0 SERVICES NOT INCLUDED

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

- Special meetings with agencies, other consultants or Client not normally required to perform the work described in the Scope of Services, except those meetings specifically identified in the above Scope of Work
- Any other issues not specifically described in this proposal

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.



Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: April 9, 2024
SUBJECT: **Resolution Approving Recommendation and Agreement for South Gardenia Street Vacuum Main Improvements - TAB 9**

Background:

Connection to the Village's wastewater collection and transmission system is mandatory. The South Gardenia Street Vacuum Sewer Main Improvements (the "Project") will provide wastewater services for a new residential development in the North Plantation Key wastewater service area, improvements for the expansion of the elementary school and the necessary upgrade to the vacuum sewer line that serves South Gardenia Street and Lake Road.

The Project will be composed of construction of a 6" vacuum sewer main to replace an existing 4" PE vacuum main to serve approximately 17 parcels, installing a new buffer tank to service Plantation Key School, and installing two (2) new vacuum valve pits to serve a new Habitat for Humanity project comprised of eight single family residential units in the North Plantation Key service area. The seven (7) existing vacuum valve pits will be transferred from the existing 4" vacuum main to the new 6" vacuum main as shown on the 100% Design Plans – Bid Set prepared by the Village. During the service transfers, all existing 3" HDPE pipe will be removed and replaced with PVC pipe.

Habitat for Humanity of the Upper Keys has already paid the Village \$72,666.08 for wastewater system development charges as a capital contribution to the costs of constructing the Village-wide collection and transmission system and for additional new infrastructure needed to accommodate the new residential development.

Analysis:

The Village issued Request for Proposals ("RFP") 24-05 on February 20, 2024 to solicit proposals from experienced and qualified contractors to furnish all necessary expertise, personnel, tools, materials, equipment, and supervision, in a timely and responsive timeframe to complete the South Gardenia Street Vacuum Sewer Main Improvements (the "Project").

RFP 24-05 was issued in accordance with Sec. 2-327(b) and (c)(4) of the Village's Purchasing Guidelines in the Village Code of Ordinances. RFP 24-02 was published on DemandStar.com and on the Village's website from February 20, 2024, through the submittal deadline and was also advertised through email distribution, on Facebook and in the local newspaper for two weeks. In addition, an invitation to bid on RFP 24-05 was emailed to all local contractors registered to do business in the Village.

The Village received one (1) proposal in response to RFP 24-05 from Page Excavating, Inc.

("Page".) It should be noted that Page is the sole contractor awarded a Continuing Services Agreement ("CSA") for maintenance and repair services for the Village's wastewater collection and transmission system. The CSA was awarded through the competitive bid process through the issuance of RFQ 23-10 for which the Village received one proposal.

The established Evaluation Committee (the "Committee") met to evaluate the proposal for responsiveness to the RFP in a publicly noticed meeting on March 29, 2022. During the meeting, the Committee discussed the firm's organization, experience with similar projects, qualifications, and proposed timeline for completion. In this case, scoring was not required as there would be no ranking of proposals. It was the consensus of the Committee to recommend that Page be awarded an Agreement to complete the Project.

Adoption of the proposed Resolution would approve the recommendation of the RFP 24-05 Evaluation Committee for the selection of Page for the Project and authorize the Village Manager to enter into an Agreement with Page. The intended timeline for the project is June and July 2024 during the months that school is not in session.

Budget Impact:

The proposed cost for the Project is \$363,484.80. The initial revenue source for the project would be Wastewater Utility Enterprise Fund. Finance Department staff will confirm with the Grant Manager for the U. S. Army Corps of Engineers that the project costs would be eligible for 65% federal funding through the Florida Keys Water Quality Improvement Program grant.

The approved Fiscal Year 2023-2024 Wastewater Enterprise Fund includes \$350,000.00 for Capital Outlay for general infrastructure expenditures. If the account is overbudget at year end, staff would present a budget amendment to increase the Wastewater Capital Outlay – Infrastructure account budget as needed. The Village budgeted \$2 million in the capital outlay account for the NPK Transfer Station project and will have excess funds at the end of the year that may be transferred to the Wastewater Enterprise Fund infrastructure account.

Staff Impact:

The Public Works Director would oversee scheduling, implementation and completion of the Project.

Recommendation:

It is recommended that the Village Council adopt the proposed resolution thereby approving the recommended selection of Page Excavating, Inc. for the Project and authorizing the Village Manager to enter into an Agreement with Page in substantially the form provided as Exhibit "1" to the proposed resolution.

Attachments: 1. Resolution - S Gardenia Sewer - with attachments

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING THE SELECTION AND RECOMMENDATION OF THE RFQ 24-05 EVALUATION COMMITTEE FOR PROFESSIONAL CONTRACTOR SERVICES FOR THE SOUTH GARDENIA STREET VACUUM SEWER MAIN IMPROVEMENTS PROJECT; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE PROJECT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Wastewater Department of Islamorada, Village of Islands (the "Village") is responsible to provide maintenance and repair services and necessary improvements for the Village's central wastewater collection and transmission system; and

WHEREAS, connection to the Village's wastewater collection and transmission system is mandatory; and

WHEREAS, the South Gardenia Street Vacuum Sewer Main Improvements (the "Project") is necessary to provide wastewater services for a new residential development in the North Plantation area, improvements for the expansion of the elementary school and the necessary upgrade to the vacuum sewer line that serves South Gardenia Street and Lake Road; and

WHEREAS, the Village prepared and advertised Request for Proposals ("RFP") 24-05 for Professional Contractor Services to complete the Project; and

WHEREAS, the RFP was published on DemandStar, on the Village's website, and on the Village's Facebook page, provided via email to the Village's Constant Contact subscribers, advertised in the *Keys Weekly* newspaper for two weeks and provided via email to all contractors licensed to do business in the Village; and

WHEREAS, the Village received one (1) proposal in response to RFP 24-05; and

WHEREAS, an Evaluation Committee reviewed the proposal received and recommended the proposer to complete the Project; and

WHEREAS, the Village Council desires to approve the selection and recommendation of the Committee; and

WHEREAS, the Village Council has determined that the procurement and utilization of these 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 Selection.** The Village Council hereby approves the selection of Page Excavating, Inc. to complete the Project.

Section 3. **Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized to negotiate an agreement with Page Excavating, Inc. substantially in the form attached hereto as Exhibit "1", for completion of the Project in an amount of Three Hundred Sixty-Three Thousand Four Hundred Eighty-Four and 80/100 Dollars (\$363,484.80).

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

Section 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 take effect immediately upon its adoption.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

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

PASSED AND ADOPTED ON THIS ____ 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

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AGREEMENT

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

ISLAMORADA, VILLAGE OF ISLANDS

a Florida municipal corporation, hereinafter "**VILLAGE**,"

and

PAGE EXCAVATING, INC.

a 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 for the construction of a 6" vacuum sewer main to replace an existing 4" PE vacuum main for Islamorada, Village of Islands, Florida in a timely and responsive timeframe (the "Project"). The Project will be composed of replacing a vacuum collection main to serve approximately 17 parcels, installing a new buffer tank to service Plantation Key School, and installing 2 new vacuum valve pits to serve a new Habitat for Humanity project in the North Plantation Key service area. The 7 existing vacuum valve pits will be transferred from the existing 4" vacuum main to the new 6" vacuum main as shown on the 100% Design Plans – Bid Set provided to the Contractor by the Village.

Section 1.02 On February 20, 2024, the VILLAGE issued Request for Proposals No. 24-05 for the Project, including all Exhibits and Addenda (the "RFP").

Section 1.03 On March 22, 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 the proposal in accordance with the RFP and determined that CONTRACTOR was a 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.

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

Article II. SCOPE OF WORK

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

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

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

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

Article III. TIME FOR COMPLETION

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

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

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

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

Article IV. CONTRACT PRICE, GUARANTEES AND WARRANTIES

Section 4.01 The VILLAGE hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with the Proposal attached hereto as Exhibit "A", and as directed by VILLAGE. Prices for work completed by the CONTRACTOR shall be as reflected in Exhibit "A". A total contract price hereto is referred to as Contract Price and shall not exceed **Three Hundred Sixty Three Thousand Four Hundred Eighty Four and 80/100 Dollars (\$363,484.80)**.

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

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

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

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

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

Article V. CONTRACTOR'S LIABILITY INSURANCE/BOND

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

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

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

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

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

- (a) Workers' Compensation Insurance – as required by law;
- (b) Comprehensive General Liability Insurance, including Premises Operation, Products and Completed Operations, Blanket Contractual Liability, Personal Injury Liability, Expanded Definition of Property Damage - \$1,000,000 combined single limit;
- (c) Automobile Liability Insurance - \$300,000 per occurrence, \$300,000 per Accident for bodily injury and \$1,000,000 per accident for property damage; and
- (d) Pollution Liability Insurance \$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, Contract Time or any of the provisions of the Contract Documents is required by the provisions

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

Article VI. PROTECTION OF PROPERTY

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

Article VII. CONTRACTOR'S INDEMNIFICATION

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

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

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

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

Article VIII. INDEPENDENT CONTRACTOR

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

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

Article IX. CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

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

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

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

Article X. TERM AND TERMINATION

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

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

Article XI. CONTRACT DOCUMENTS

Section 11.01 CONTRACTOR and VILLAGE hereby agree that the following Exhibits, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this

Agreement, as if written herein word for word: this Agreement; including CONTRACTOR's Proposal in response to the RFP as set forth and incorporated into this Agreement as Exhibit "A"; the RFP as incorporated into this Agreement and all other addendums and exhibits thereto. In the event there is a conflict between the terms of the RFP, CONTRACTOR'S Proposal, and this Agreement, the terms of this Agreement shall prevail.

Article XII. MISCELLANEOUS

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

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

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

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

- (a) Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this Agreement;
- (b) Provide the public with access to such public records on the same terms and conditions that the 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;
- (c) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement

and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

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

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

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

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

Section 12.08 Scrutinized Companies.

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

with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if CONTRACTOR, its affiliates, or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, its affiliates, or its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- (c) CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- (d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

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

VILLAGE:	Village Manager Islamorada, Village of Islands 86800 Overseas Highway Islamorada, Florida 33036
Copy To:	Village Attorney Islamorada, Village of Islands 86800 Overseas Highway Islamorada, Florida 33036
CONTRACTOR:	Mark Scott Page/President Page Excavating, Inc. 88005 Overseas Highway, 10-237 Islamorada, FL 33036 Page_excating@yahoo.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 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 24-05 INSERTED ON THE FOLLOWING PAGES

SIGNATURE PAGE FOLLOWS CONTRACT DOCUMENTS]

The contract provisions, Federal contract provisions and FEMA contract provision listed below and provided on the following pages were made a part of RFP 24-05 and shall be made part of this agreement awarded through the RFP.

Contract Provisions

1. REMEDIES
2. TERMINATION FOR CAUSE AND CONVENIENCE
3. DAVIS BACON ACT
4. EQUAL EMPLOYMENT OPPORTUNITY/NOTICE OF AFFIRMATIVE ACTION
5. COPELAND ANTI-KICKBACK ACT
6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT
7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
9. PROCUREMENT OF RECOVERED MATERIALS
10. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS
11. RETENTION OF RECORDS
12. DEBARMENT AND SUSPENSION - *Requires signature and submittal with proposal*
13. BYRD ANTI-LOBBYING AMENDMENT - *Requires signature and submittal with proposal*

Additional Contract Terms – Combined into one document - *Requires signature and submittal with proposal*

ACCESS TO RECORDS
CHANGES/MODIFICATIONS
NON-USE OF OFFICIAL SEAL, LOGO AND FLAGS
COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS
NOT OBLIGATION BY THE FEDERAL GOVERNMENT
PROGRAM FRAUD AND FALSE/FRAUDULENT STATEMENTS OR RELATED ACTS

1. REMEDIES FOR BREACH

In addition to all other remedies included in this FEMA Appendix, Contractor shall, at a minimum, be liable to the Village for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of this contract. This includes without limitation any costs incurred to remediate defects in Contractor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in this contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this contract. All remedies provided for in this contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

2. TERMINATION FOR CAUSE AND CONVENIENCE

Any Agreement resulting from a procurement activity by Islamorada, Village of Islands (the "VILLAGE") 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, he shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.

3. DAVIS BACON ACT

Applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

4. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions

may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5. COPELAND ANTI-KICKBACK ACT

Applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It does not apply to the FEMA Public Assistance Program.

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to “funding agreements,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph..”

7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* Islamorada, Village of Islands shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to Islamorada, Village of Islands, and understands and agrees that Islamorada, Village of Islands will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Islamorada, Village of Islands, and understands and agrees that Islamorada, Village of Islands will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. PROCUREMENT OF RECOVERED MATERIALS

The Contractor agrees to comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

In performance of this contract, the Contractor shall procure solid waste management services in a manner that maximizes energy and resource recovery and establish an affirmative procurement program for procurement of recovered materials identified in EPA guidelines.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

10. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

In accordance with 2 C.F.R. §200.321, the Consultant/Contractor shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.
- b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
- c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Consultant/Contractor must take; the requirements do not preclude the Consultant/Contractor from undertaking additional steps to involve small and minority businesses and women's business enterprises.
- d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Consultant/Contractor to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

11. RETENTION OF RECORDS

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the three (3)-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.
- (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the three (3)-year retention requirement is not applicable to the non-Federal entity.
- (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
 - (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal government (or to the pass-through entity) to form the basis for negotiation of the rate, then the three (3)-year retention period for its supporting records starts from the date of such submission.
 - (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal government (or to the pass-through entity) for negotiation purposes, then the three (3)-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

12. SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Islamorada, Village of Islands. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Islamorada, Village of Islands, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.



Signature of Authorized Certifying Official

MARK PAGE

Name and Title of Authorized Certifying Official

3/20/2024

Date

13. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the following certification: APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING. The certification is found on the next page.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

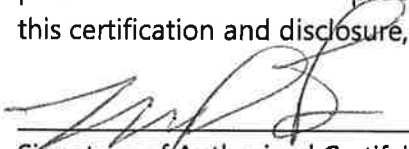
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.


Signature of Authorized Certifying Official

MARK PACE
Name and Title of Authorized Certifying Official

3/20/2024
Date

ADDITIONAL CONTRACT TERMS FOR FEDERAL AND FEMA FUNDED PROJECTS

The following clauses will form part of the agreement between Islamorada, Village of Islands and the Contractor resulting from this RFP.

A. Access to Records:

The following access to records requirements shall apply to the contract.

1. The Contractor agrees to provide Islamorada, Village of Islands, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, Islamorada, Village of Islands and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

B. Changes to the Contract:

Any changes to the contract between Islamorada, Village of Islands and the Contractor modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of project scope.

- C. **Non-use of DHS Seal, Logo, and Flags:** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of HSS agency officials without specific FEMA pre-approval.
- D. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.
- E. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

- F. **Program Fraud and False or Fraudulent Statement or Related Facts:** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.



Signature of Contractor's Authorized Official



Name and Title of Contractor's Authorized Official

[SIGNATURE PAGE TO AGREEMENT]

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

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: _____
Robert Cole, Village Manager

AUTHENTICATION:

Marne McGrath, Village Clerk

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

John J. Quick, Interim Village Attorney

CONTRACTOR

PAGE EXCAVATING, INC.

By: _____

Print Name: _____

Title: _____

Date: _____

Witnesses:

Print Name: _____

Print Name: _____

Proposal of Page Excavating, Inc.
to provide Professional Contractor Repair and Maintenance Services for the
South Gardenia Street Vacuum Sewer Main Improvements for
Village of Islamorada pursuant to RFQ 24-05

Page Excavating, Inc.
88005 Overseas Highway
10-237, Islamorada, Florida 33036
305-481-4898
page_excavating@yahoo.com

Date: March 12, 2024

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

Re: RFQ 24-05 Proposal of Page Excavating, Inc

Dear Village Clerk:

Please find attached my company's proposal for RFQ 24-05. This proposal is structured in accordance with the Eligible Criteria set forth in Section X of the RFQ.

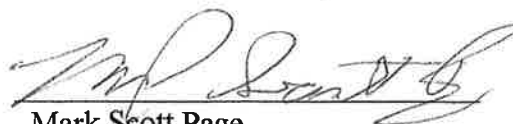
For 37 years, Mark Page, the President of Page Excavating, Inc. has operated locally throughout the Florida Keys, performing both plumbing and professional excavation services. As a highly reputable underground utility and machine operating construction firm, Page Excavating, Inc. provides professional contractor services for wastewater systems.

A careful review of the General Scope and Deliverables set out in Section VIII of the RFQ indicates that Page Excavating, Inc., can competently and professionally perform that work. Page Excavating Inc. has both the manpower and equipment to do so, and it has previously completed similar projects for the Village relating to the work listed in those service items.

Mark Page owns a lot at 89100 Overseas Highway, Tavernier 33070, upon which heavy equipment and vehicles can be stored, the equipment will be readily available to successfully complete the Vacuum Sewer Main Improvements project outlined in this RFQ.

Page Excavating, Inc., can qualify for performance bonds in the amount of \$200,000.00 or higher as may be required by various projects set forth in the scope of work as set forth in the RFQ.

I anticipate that this Proposal will satisfy the requirement of RFQ 24-05, and I look forward to continuing to service the wastewater needs of the Village of Islamorada.



Mark Scott Page
President, Page Excavating, Inc.

Company Overview

The attached history from the Florida Secretary of State demonstrates that Page Excavating, Inc. is an active Florida Corporation. It's President, Mark Scott Page, moved to the Florida Keys at an early age and started his own bobcat company in 1997. The Company evolved into Page Excavating, Inc. which has been continuously serving the Florida Keys since 2009.

Page Excavating, Inc., is equipped to provide professional services in support of in-house collection and transmission system operations throughout Islamorada, Village of Islands. Page Excavating, Inc. offers maintenance, waste-water repair services, and acknowledges the scope of work required for the following projects:

- (1) replacing a vacuum collection main to serve approximately 17 parcels,
- (2) installing a new buffer tank to service Plantation Key School,
- (3) installing two (2) new vacuum valve pits to serve a new Habitat for Humanity project in the North Plantation Key service area, and
- (4) handling the transfer of the seven (7) existing vacuum valve pits from the existing 4" vacuum main to the new 6" vacuum main as shown on the 100% Design Plans – Bid Set.¹

As later indicated by the attached documentation from Florida DPR, Page Excavating, Inc. holds all necessary licenses from the State of Florida to perform the entire scope of services listed in RFQ 24-05, as it is Registered and Certified as a Plumbing Contractor.

Page Excavating, Inc. maintains a competent and skilled staff of ten skilled personnel capable of performing any of the listed scope of services in the RFQ. The names of the staff and their credentials who have performed and are available to provide future wastewater services pursuant to the RFQ are:

[This space intentionally left blank. See next page for the Overview of the Professional Excavation and Machinery Operation Team]

¹ Additionally, Page Excavating fully understands that during the service transfers of all existing 3" HDPE pipe, it will be removed and replaced with PVC pipe, in order to enhance the flow of the underground utility system.

Overview of Page Excavating Inc.

I. Professional Excavation and Machinery Operation team is comprised of 10 skilled workforce, proficient in the below listed areas:

Mark Page – President

- Registered Plumbing Contractor
- Certified Plumbing Contractor
- Certified Underground Utility and Excavation Contractor
- Equipment Operator
- Electrofusion Expert
- Butt Fusion and Concrete Restoration Expert

Ted Jorgenson – Foreman

- Equipment Operator
- Plumber,
- Electrofusion and Butt Fusion Specialist

Corey Tolli – Supervisor

- Equipment Operator
- Plumber
- Electrofusion Specialist

Shane Hamilton

- Equipment Operator
- Laborer
- Electrofusion and Butt Fusion Specialist

Roman Nazarkevych

- Equipment Operator
- Plumber
- Concrete Restoration Specialist

Roy Fabel

- Equipment Operator
- Plumber
- Electrofusion Specialist

Nick Sachs

- Equipment Operator
- Plumber
- Electrofusion Specialist

Demis Martinez

- Equipment Operator
- Plumber
- Concrete Restoration Specialist

German Rivera

- Equipment Operator
- Laborer

Enrique Acosta

- Plumber
- Laborer

II. List of Company's Fleet, Vehicles, and Equipment necessary to complete projects:

Equipment list

- (3) 304 Caterpillar Excavators
- (2) 305 Caterpillar Excavators
- (2) 239 Caterpillar Skid Steers
- (1) 249 Caterpillar Skid Steers
- (1) 306 Caterpillar Excavator
- (1) 301.7 Caterpillar Excavator
- (1) 301.8 Caterpillar Excavator
- (1) 302 Caterpillar Excavator
- (2) ASV Skid Steers
- (1) 1250 Vermeer Trencher
- (1) Pipe Jetter
- (1) Rigid Pipe Camera
- (3) Electro Fusing Machines
- (1) 1" to 4" Butt Fusing Machines
- (1) 3" to 8" Butt Fusing Machines
- (2) Dump Trailers
- (1) Caterpillar Roller²

² It should be noted that Page Excavating, Inc., has an equipment lot and office located at 89100 Overseas Highway, in Tavernier, which allows necessary heavy equipment and fleet vehicles to be positioned for quick access special on demand repairs.

Project Management Experience / Project Examples:

- a) Page Excavating, Inc. a Florida Corporation has been doing business as a Registered and Licensed Certified Plumbing Contractor in the Florida Keys since 2009. As set forth elsewhere, the company, its President and its staff are highly experienced and competent in performing the entire scope of services set forth RFQ 24-05, as the company has performed similar work for Islamorada, Village of Islands for the last twelve years. The vast majority of the skilled staff reside in the Florida Keys where they are readily available to perform required service or repairs. The company owns and maintains the necessary heavy equipment and operators and fleet vehicles to perform the specified scope of services at an equipment lot and office located on 89100 Overseas Highway in Islamorada.
- b) Provided on the next page is a list of various projects throughout Islamorada, Village of Islands and the Florida Keys, which relates the qualifications and experience of Page Excavating, Inc.'s professional engagements. The list also provides a thorough overview of the type of services that are tailored to underground utility and restoration projects.

III. Project management experience

Below is a non-exhaustive list of various projects throughout the Village of Islands and the Keys, which describes the qualifications and experience of Page Excavating Inc's professional career. Also, the list will give a thorough overview of the type of services that are tailored to underground utility and restoration projects.

Tavernier Creek Marina

- Demolition of Sewage Treatment Plant
- Construction of Treatment Plant
- Installation of Lift Station

Creekside Inn

- Installation of Vacuum Pit

Turek Building

- Installation of Vacuum Pit

BB&T Bank

- Directly Drill under US1 and Tie into Force Main

Coral Shores Coin Laundry

- Installation of Dual Buffer Tank

Coral Shores High School

- Wet Tap Force Main on Old Highway

Woods Corner

- Installation of Dual Buffer Tank and Diverter

Jerry Drowney

- Waterline Directional Drill, 6-inch waterline along US1 for use at Plantation Key Elementary School and Jerry Drowney residence
- Job was permitted by FKAA

Southeast Marine

- Water supply
- 8-inch directional drill from Seminole Boulevard to Southeast Marine Building on US1
- Install 4-inch RPDA for fire
- Job was permitted by FKAA

Founders Park

- Installation of Duplex Lift Station at soccer field, bore pipe to road and tied in
- Rehabilitation of Lift Station at tennis courts
- Install Lift Station at new marina building, and bore the force main
- Installation of duplex lift station at beach

- Rehabilitation of lift station at US1 restrooms
- Demolition of Sewage Treatment Plant

Islamorada Mini Storage

- Directionally drill 8-inch pipe under US1
- Supplied all services leading up to storage supply fire hydrant
- 6-inch RPDA job permitted by FKAA

Coconut Grove Resort

- Installation of Duplex Lift Station
- Executed all plumbing services

Chesapeake Beach Resort

- Demolition of Sewage Treatment Plant

Ocean Gardens

- Supply, Fire Hydrant Job
- Job was permitted by FKAA

Seafoam Coin Laundry

- Installation of Gravity Sewer to Vacuum Pit
- Demolition of Sewage Treatment Plant

Lorelei Restaurant

- Installation of grease traps
- Installation of Dual Buffer Tank.

Islamorada Fire House

- Installation of Gravity Sewer
- Repair pavement and Concrete

Cheeca Lodge & Spa

- Installation of Stormwater Management System

Amara Cay Resort

- Installation of Parking Lot Stormwater Management.

Papa Joe's Waterfront

- Installation of complete infrastructure, including 6-inch watermain directionally drilled for FKAA.

Safari Lounge

- Installation of Grease Traps,
- Installation of Duplex Lift Station,
- Installation of Stormwater Management.

Pines and Palms Motel

- Installation of Duplex Lift Station,
- Tie in force Main to Old Highway.

Plantation Key Colony

- Replacement of all Non Air-Vac Vacuum Pits, under Layne Company Management.

Contractor References:

Island Villa Construction

7/20/2023 Installed water, sewer and drainage at Papa Joe's Restaurant located at
79801 Overseas Hwy Islamorada FL 33036

Teak Esslinger Owner

82681 Overseas Highway Islamorada, FL 33037

305-481-7215

teak@islandvilla.com

C&E Construction

7/3/2023 Install all drainage and drainage structures install new sewer force main at
76180 Islamorada FL 33036

Chuck Schafstall Owner

203 Harborview Dr., Tavernier, Fl 33070

305-522-9309

ceconst@bellsouth.net

FKAA

7/20/2023 directional drill, 6 inch Watermain tie in at right way and restore DOT right of way at
Papa Joe's Restaurant 79801 Overseas Hwy, Islamorada Fl 33036

Marnie Walterson Manager

1100 Kennedy Dr Key West FL 33040

305-295-2154

Mwalterson@fkaa.com

Islamorada Village of Islands

11/08/2021 to Present – Remove and replace HDPE check valves with stainless valves refuse
pipe, and restore area approximately 320 ck valves replaced so far at various addresses.

Andrew Engelmeyer

305-481-0543

Andrew.Engelmeyer@islamorada.Fl.gov

Name: Entrust Builders

7/27/2020 supply and install 3 inch force main and 4" vacuum main at bonefish storage building
12575 Overseas Highway, Marathon, FL 33050

Blaine Lousbery Owner

95175 Overseas Hwy Key Largo FL 33037

305-710-9911

blain@fl.contractor.net

Songer Construction

7/28/2021 Install one duplex, grinder lift station with valve box and install force main and tie in
at Safari Lounge

David Songer Owner

101801 Overseas Hwy, Key Largo, FL 33070

305-394-4660

Songerconstruct9@aol.com

IV. Contractor References:

Name: Construction Company – Owner Curry Dixon

Address: 91700 Overseas Highway suites 2 & Tavernier, FL 33070 John Dixon owner

Ph: 305-394-0414

Email: currydixonconstruction@yahoo.com

Name: Entrust Builders – Owner Blaine Lousbery

Address: 95175 Overseas Hwy Key Largo FL 33037

Ph: 305-710-9911

Email: blain@fl.contractor.net

Name: CBT Construction – Owner Chris Trentint

Address: 87889 Overseas Highway, Islamorada, FL 33036

Ph: 305-481-5857

Email: admin@cbtconstruct.com

Name: AEC Construction – Owner Shiv Shahi

Address: 11360 US 1 Palm Beach Gardens, LF 33403 Shiv Shahi owner

Ph: 561-889-6621

Email: shiv@aecbuild.com

Name: Bavview Development – Owner Jim Saunders

Address: 89240 Overseas Highway suite 6 Tavernier FL 33070

Ph: 305-240-0957

Email: Saunders@bayviewdev.com

Name: Key Largo Wastewater Treatment District – Mike Dempsey Manager

Address: 103355 Overseas Highway, Key Largo, FL 33037

Ph: 305-522-6771

Email: mike.dempsey@klwtd.com

Name: FKAA – Marnie Walterson Manager

Address: 1100 Kennedy Dr Key West FL 33040

Ph: 305-295-2154

Email: Mwalterson@fkaa.com

Estimate

Page Excavating
88005 Overseas Hwy #10-237
Islamorada, FL 33036
Office Phone: (305) 481-4898
page_excavating@yahoo.com

Estimate Number: E240320457
Estimate Date: 03/20/2024
Payment Terms: Due On Receipt
Estimate Amount: 363,484.80
Created By: Mark Page

Billing Address
Islamorada Village Of Islands RFQ -24-05
S. Gardenia St., Vacuum Improvements
Tavernier, FL 33070

Shipping Address
Islamorada Village Of Islands RFQ -24-05

Item #	Item Name	Quantity	Unit Price	Taxable	Total
9255	Supply And Install Vacuum Pits Supply and install vacuum pits all hook ups and testing	2.00	18,500.00		37,000.00
9256	Supply And Install Buffer Tank Supply and install buffer tank all testing and hook ups	1.00	28,000.00		28,000.00
9257	Extend 3 Inch Service Line To All Hdpe Existing Pipe	1.00	23,500.00		23,500.00
9258	Install Wyes Supply and install Wyes and all necessary connections	8.00	1,087.50		8,700.00
9259	Supply And Install Vacuum Sewer Supply and install 6" vacuum sewer as per plan	840.00	90.00		75,600.00
9260	Supply And Install 6 Inch Gate Valve	1.00	3,500.00		3,500.00
9261	Tie In All Services Supply and install all piping necessary to tie in 6" vacuum main	1.00	21,000.00		21,000.00
9262	Miscellaneous Materials	1.00	15,740.00		15,740.00
9263	Dewatering	1.00	12,000.00		12,000.00
9264	All Testing	1.00	14,500.00		14,500.00
9265	Bonding And Additional Insurance	1.00	6,500.00		6,500.00
9266	Tie In 6 Inch Vacuum At Station Supply and install all parts necessary for tie in at plantation key pump station	1.00	3,500.00		3,500.00
9267	Pump Truck	1.00	6,500.00		6,500.00
9268	Restoration Of Property	1.00	23,500.00		23,500.00

9269	Asphalt Restore	1.00	45,000.00	45,000.00
9270	Profit And Overhead	1.00	38,944.80	38,944.80

Subtotal: \$ 363,484.80
Estimate Amount \$ 363,484.80

State and Local Authorization To Transact Business

A copy of the corporate filing record of Page Excavating, Inc., from the Florida Secretary of State as well as the licenses record from the Florida Department of Business Regulation are attached.

2023 / 2024
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2024

Business Name: PAGE EXCAVATING INC

RECEIPT# 30140-71901

Owner Name: MARK PAGE PRES

Business Location: 89100 OVERSEAS HWY
TAVERNIER, FL 33070

Mailing Address: 88005 OVERSEAS HWY #10-237
ISLAMORADA, FL 33036

Business Phone: 3054814898
Business Type: CONTRACTOR (SEPTIC TANK & PLUMBING
CONTRACTING)

Employees 1

COMP CARD: PC 468

STATE LICENSE: RF11067477

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
20.00	0.00	20.00	0.00	0.00	0.00	20.00

Paid 317-22-00002858 07/27/2023 20.00

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

Sam C. Steele, CFC, Tax Collector
PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX.
YOU MUST MEET ALL
COUNTY AND/OR
MUNICIPALITY
PLANNING, ZONING AND
LICENSING
REQUIREMENTS.

MONROE COUNTY BUSINESS TAX RECEIPT
P.O. Box 1129, Key West, FL 33041-1129
EXPIRES SEPTEMBER 30, 2024

Business Name: PAGE EXCAVATING INC

RECEIPT# 30140-71901

Owner Name: MARK PAGE PRES

Business Location: 89100 OVERSEAS HWY
TAVERNIER, FL 33070

Mailing Address: 88005 OVERSEAS HWY #10-237
ISLAMORADA, FL 33036

Business Phone: 3054814898
Business Type: CONTRACTOR (SEPTIC TANK & PLUMBING
CONTRACTING)

Employees 1

COMP CARD: PC 468

STATE LICENSE: RF11067477

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
20.00	0.00	20.00	0.00	0.00	0.00	20.00

Paid 317-22-00002858 07/27/2023 20.00



Florida
dbpr

Department of Business
& Professional Regulation

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[View Application Status](#)

[Find Exam Information](#)

[Unlicensed Activity Search](#)

[AB&T Delinquent Invoice & Activity List Search](#)

LICENSEE SEARCH OPTIONS

11:51:32 AM 7/25/2023

Data Contained in Search Results is Current As Of 07/25/2023 11:49 AM.

Search Results - 3 Records

Please see our glossary of terms for an explanation of the license status shown in these search results.

For additional information, including any complaints or discipline, click on the name.

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Registered Plumbing Contractor	PAGE, MARK SCOTT	Primary	RF11067477 Reg Plumbing	Current, Active 08/31/2025

License Location Address*: 156 PUEBLO ST TAVERNIER, FL 33070

Main Address*: 156 PUEBLO ST TAVERNIER, FL 33070

Certified Plumbing Contractor	PAGE, MARK SCOTT	Primary	CFC1431593 Cert Plumbing	Current, Active 08/31/2024
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Main Address*: 156 PUEBLO ST TAVERNIER, FL 33070

Certified Underground Utility and Excavation Contractor	PAGE, MARK SCOTT	Primary	Cert Under	Eligible for Exam
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Main Address*: 156 PUEBLO ST TAVERNIER, FL 33070



DIVISION of
CORPORATIONS
an official State of Florida website

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
PAGE EXCAVATING, INC.

Filing Information

Document Number	P97000014561
FEI/EIN Number	<u>05-0738738</u>
Date Filed	02/12/1997
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	11/03/2009
Event Effective Date	11/04/2009

Principal Address

515 N. Flagler Drive
P-300
West Palm Beach, FL 33401

Changed: 05/20/2022

Mailing Address

515 N. Flagler Drive
P-300
West Palm Beach, FL 33401

Changed: 05/20/2022

Registered Agent Name & Address

Rohan, Rory K
515 N Flagler DR
Suite P-300
West Palm Beach, FL 33401

Name Changed: 04/29/2013

Address Changed: 08/30/2016

Officer/Director Detail

Name & Address

Title PD

PAGE, MARK

515 N. Flagler Drive

P-300

West Palm Beach, FL 33401

Annual Reports

Report Year	Filed Date
2022	04/11/2022
2022	05/20/2022
2023	03/15/2023

Document Images

03/15/2023 -- ANNUAL REPORT	View image in PDF format
05/20/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
04/11/2022 -- ANNUAL REPORT	View image in PDF format
04/29/2021 -- ANNUAL REPORT	View image in PDF format
04/30/2020 -- ANNUAL REPORT	View image in PDF format
04/26/2019 -- ANNUAL REPORT	View image in PDF format
03/12/2018 -- ANNUAL REPORT	View image in PDF format
03/08/2017 -- ANNUAL REPORT	View image in PDF format
12/08/2016 -- Off/Dir Resignation	View image in PDF format
08/30/2016 -- ANNUAL REPORT	View image in PDF format
04/30/2016 -- ANNUAL REPORT	View image in PDF format
04/29/2014 -- ANNUAL REPORT	View image in PDF format
04/29/2013 -- ANNUAL REPORT	View image in PDF format
01/09/2012 -- ANNUAL REPORT	View image in PDF format
05/10/2011 -- ANNUAL REPORT	View image in PDF format
03/31/2010 -- ANNUAL REPORT	View image in PDF format
11/03/2009 -- Amendment	View image in PDF format
10/16/2009 -- Amendment	View image in PDF format
04/30/2009 -- ANNUAL REPORT	View image in PDF format
05/02/2008 -- ANNUAL REPORT	View image in PDF format
05/02/2007 -- ANNUAL REPORT	View image in PDF format
04/20/2006 -- ANNUAL REPORT	View image in PDF format
11/03/2005 -- Off/Dir Resignation	View image in PDF format
06/28/2005 -- Reg. Agent Change	View image in PDF format
06/28/2005 -- Amendment	View image in PDF format
01/05/2005 -- ANNUAL REPORT	View image in PDF format
02/26/2004 -- REINSTATEMENT	View image in PDF format
05/15/2000 -- ANNUAL REPORT	View image in PDF format
12/02/1999 -- REINSTATEMENT	View image in PDF format
02/12/1997 -- Domestic Profit Articles	View image in PDF format

Insurance to be Provided After Award of Contract

If awarded the Contract, within fifteen (15) days, Page Excavating, Inc. will provide Certificates of Insurance in accordance with the specifications set forth

12. SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Islamorada, Village of Islands. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Islamorada, Village of Islands, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.



Signature of Authorized Certifying Official

MARK PAGE

Name and Title of Authorized Certifying Official

3/20/2024

Date

13. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the following certification: APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING. The certification is found on the next page.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

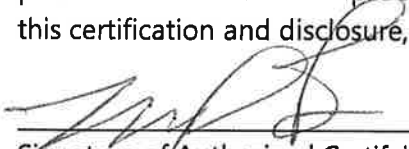
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.


Signature of Authorized Certifying Official

MARK PACE
Name and Title of Authorized Certifying Official

3/20/2024
Date

ADDITIONAL CONTRACT TERMS FOR FEDERAL AND FEMA FUNDED PROJECTS

The following clauses will form part of the agreement between Islamorada, Village of Islands and the Contractor resulting from this RFP.

A. Access to Records:

The following access to records requirements shall apply to the contract.

1. The Contractor agrees to provide Islamorada, Village of Islands, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, Islamorada, Village of Islands and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

B. Changes to the Contract:

Any changes to the contract between Islamorada, Village of Islands and the Contractor modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of project scope.

- C. **Non-use of DHS Seal, Logo, and Flags:** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of HSS agency officials without specific FEMA pre-approval.
- D. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.
- E. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

- F. **Program Fraud and False or Fraudulent Statement or Related Facts:** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.



Signature of Contractor's Authorized Official



Name and Title of Contractor's Authorized Official



Council Communication

To: Mayor and Village Council
From: John Quick, Interim Village Attorney
Date: April 9, 2024
SUBJECT: **Ordinance Amending Section 2-236, Purchasing - Second Reading - TAB 10**

Background:

Village Council previously gave direction to staff to update the Village's purchasing code, more specifically, the purchasing authority of the Village Manager.

A Business Impact Estimate has been prepared in accordance with section 166.041(4), Florida Statutes.

Analysis:

The proposed ordinance would increase the authority of the Village Manager from \$25,000.00 to \$50,000.00. It also authorizes facsimile signatures on checks as authorized by Section 166.34, Florida Statutes, in lieu of a manual signature.

Budget Impact:

N/A

Staff Impact:

N/A

Recommendation:

Staff recommends adoption of the proposed ordinance.

Attachments:

1. 48G4735-Business impact estimate - Section 2-236 purchasing code
2. 489794902-Ordinance Amending Section 2-236 of Division 2 Purchasing



BUSINESS IMPACT ESTIMATE¹

Meeting Date: April 9, 2024

Proposed Ordinance Title/Reference

Ordinance Amending Section 2-236, Purchasing Code

Summary of Proposed Ordinance and Statement of Public Purpose to be Served

The proposed ordinance would increase the authority of the Village Manager from \$25,000.00 to \$50,000.00. It also authorizes facsimile signatures on checks as authorized by Section 166.34, Florida Statutes, in lieu of a manual signature.

Estimate of Direct Economic Impact on Private/For Profit Businesses

a. Estimate of Direct Business Compliance Costs:

The increase in Manager purchasing authority is not intended to impact any business in the Village.

b. New Charges/Fees on Businesses Impacted:

The increase in Manager purchasing authority is not intended to impact any charges/fees on businesses in the Village.

c. Estimate of Regulatory Costs:

The increase in Manager purchasing authority is not intended to impact any regulatory costs.

Good Faith Estimate of Number of Businesses Likely Impacted:

None, as the proposed ordinance is generally applicable and, therefore, does not affect only businesses

Any Additional Information:

N/A

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 2 "ADMINISTRATION",
ARTICLE 2-IV "FINANCE", DIVISION 2-IV-2 "PURCHASING",
AMENDING SECTION 2-236 "AUTHORITY OF VILLAGE
MANAGER" TO UPDATE THE SIGNING AUTHORITY OF CHECKS;
AMENDING SECTION 2-237 "GUIDELINES" TO PROVIDE FOR
INCREASED AMOUNTS IN PURCHASING AUTHORITY;
PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION
IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE**

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

WHEREAS, the Village established, among other things, authorized signatories and withdrawal amounts for certain officers of the Village by Ordinance No. 00-06 on June 8, 2000, as amended by Ordinance No. 01-01, on March 8, 2001, and as further amended by Ordinance No. 08-02, on May 8, 2008; and

WHEREAS, the Village established, among other things, purchasing guidelines and authorizations for limited expenditures by certain officers of the Village by Ordinance No. 00-06 on June 8, 2000, as amended by Ordinance No. 01-01, on March 8, 2001, as amended by Ordinance No. 07-09, on May 1, 2007, and as further amended by Ordinance No. 11-09, on March 24, 2011; and

WHEREAS, the Village Council desires to amend existing provisions under DIVISION 2-IV-2 "PURCHASING" Sections 2-236 and 2-237, to update the authorization of signatories to checks and withdrawals and increase the authorization amounts for expenditures; And

WHEREAS, amending the above referenced provisions are in the best interest of the Village and program participants; 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. Amendment to Subsection 4 of Section 2-326 of the Code.

Subsection 4 of Section 2-326 of the Village Code, titled "Authority Of Village Manager" is hereby *amended* as follows:¹

CHAPTER 2 – ADMINISTRATION.

ARTICLE 2-IV – FINANCE.

DIVISION 2-IV-2- PURCHASING

Section 2-326 – Authority Of Village Manager.

4. Checks or withdrawals up to \$1,000.00 may be signed by the finance director. Checks or withdrawals over \$1,000.00 shall be signed by both the finance director and the village manager. Checks over \$10,000.00 shall be signed by the finance director or village manager and by the mayor or vice-mayor. Any signatures authorized herein may be by facsimile signature as authorized by Section 166.34, Florida Statutes, in lieu of a manual signature.

Section 3. Amendment to Subsections 1, 2, and 3 of Section 2-327 of the Code.

Subsections 1, 2, and 3 of Section 2-327 of the Village Code, titled "Guidelines" is hereby *amended* as follows:¹

CHAPTER 2 – ADMINISTRATION.

ARTICLE 2-IV – FINANCE.

DIVISION 2-IV-2- PURCHASING

Section 2-327 - Guidelines

1. *Purchases less than ~~\$25,000.00~~ 50,000.00.* Purchases of or contracts for materials, supplies, equipment, improvements, or services where the total amount expended is less than \$ ~~25,000.00~~ 50,000.00 and the aggregate total for any single vendor in any single year is less than ~~\$25,000.00~~ 50,000.00 may be made or entered into by the village manager without village council approval.

¹ Deleted text is indicated by a strikethrough and added text is indicated by an underline.

2. *Purchases of ~~\$25,000.00~~ 50,000.00 or more.* Purchases of or contracts for materials, supplies, equipment, improvements, or services where the total amount expended is ~~\$25,000.00~~ 50,000.00 or more shall be awarded by the village council.
3. *Competitive bidding.* Competitive bidding shall apply in the following situations:
 1. As required by state statutes.
 2. As required by federal law.
 3. As required by the terms and conditions of a federal, state or county grant.
 4. Purchase of or contracts for materials, supplies, equipment, improvements, or services where the anticipated cost is estimated to exceed ~~\$25,000.00~~ 50,000.00.

Section 4. 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 5. 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 6. 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 7. Effective Date. This Ordinance shall be effective immediately upon adoption.

[Remainder of this page intentionally left blank]

The foregoing Ordinance was offered by Councilmember _____, who moved for its adoption on first 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 on the first reading this ____ day of _____, 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: April 9, 2024
SUBJECT: **Ordinance Calling for a Referendum to Establish 4-year Staggered Council Member Terms - Second Reading - TAB 11**

Background:

Section 5(2) of the Village Charter currently provides that the term of office for each Councilmember shall be two (2) years. Presently, all Councilmember seats are up for election at the same time in even-numbered years. At its January regular Village Council meeting, Council gave direction to bring back an ordinance for consideration which would create four-year staggered Councilmember terms.

Historically, the Village has had both 4-year and 2-year terms for Councilmembers. Originally, Councilmember terms were for 4 years. However, pursuant to Ordinance 03-14, which was ultimately approved by the voters at a special election on March 9, 2004, Councilmember terms were reduced to 2 years. The suggestion to reduce Councilmember terms from 4 to 2 years was made by the then-Village Charter Review Committee.

A Business Impact Estimate has been prepared in accordance with section 166.041(4), Florida Statutes.

Analysis:

The proposed ordinance, if ultimately approved by the voters, would change the current Councilmember terms from 2 years to 4 years. In doing so, it would also create staggered terms so that every 2 years only a portion of the Councilmember seats would be up for election. In order to establish these staggered terms, the proposed ordinance would award 3 Councilmembers with 4-year terms in the November 2024 election, and 2 Councilmembers with one-time 2-year terms. The 3 members receiving 4-year terms would be any person elected through an unopposed election (up to 3) and then the candidates receiving the highest number of votes in their respective elections for the remaining seats. If no one is elected unopposed, then the 3 Councilmembers receiving the highest number of votes per seat will receive 4-year terms. The remaining 2 elected Councilmembers will receive 2-year terms. Thereafter, the 2 Councilmember seats receiving 2-year terms would be up for election for 4-year terms in November 2026, thus establishing the staggering of terms.

Research indicates that the staggering of terms can begin with the 2024 election, if the ballot question as presented is approved by the voters.

Budget Impact:

Since the Village already has an election for 5 Councilmember seats every 2 years, this should not have a budget impact.

Staff Impact:

Since the Village already has an election for 5 Councilmember seats every 2 years, this should not have a staff impact.

Recommendation:

- Attachments:**
1. 3L8197304-Ordinance Amending Charter to Provide for Four year staggered terms for March 2024 RVCM
 2. 48G4721-Business impact estimate re proposed 4-year staggering of terms

ORDINANCE NO. ____

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CALLING FOR A REFERENDUM VOTE TO BE HELD WITH THE GENERAL ELECTION ON TUESDAY, NOVEMBER 5, 2024; PROVIDING FOR SUBMISSION TO THE ELECTORS OF A PROPOSED AMENDMENT TO THE VILLAGE CHARTER PERTAINING TO TERMS OF OFFICE, LENGTH OF TERMS, AND STAGGERING OF TERMS; 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

WHEREAS, the Village Charter of Islamorada, Village of Islands (the "Village") provides that the term of office for Council members shall be two years; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council"), gave direction for the Village Attorney to prepare an Ordinance proposing a change in the length of terms for Village Council members from two years to four years and to provide for staggered terms of office; 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, the Village Council desires to submit to the electors of the Village the following proposed Charter Amendment.

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 Amendment. 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 read as follows: ¹

If Question No. 1 is approved by referendum:

Section 5(2) *Term of office.* The term of office for councilmembers shall be ~~two~~ four years, effective beginning with the November 2024 election. Each councilmember shall remain in office until a successor is elected and assumes the duties of the position, except as otherwise provided herein. No councilmember shall serve more than eight consecutive years in office. In order to provide for staggered terms of office, the term of office for the candidates elected at the November 2024 election only shall be split with three candidates serving four-year terms and two candidates serving two-year terms to be implemented upon the certification of the November 2024 election results.

Any candidate elected unopposed in November 2024 pursuant to Section 8(6) of the Village Charter shall receive a four-year term of office ending in November 2028 with no more than two (2) other candidates receiving the highest number of votes respectively per seat elected to a four-year term of office ending in November 2028. The remaining elected candidates shall be elected to a two-year term of office ending in 2026. If no candidates are elected unopposed in November 2024, the three (3) candidates receiving the

¹ Deleted text is indicated by a strikethrough and added text is indicated by an underline.

highest number of votes respectively per seat shall be elected to a four-year term of office ending in November 2028 and the remaining elected candidates shall be elected to a two-year term of office ending in 2026. Commencing with the November 2026 election, all terms of office for councilmembers shall be for four (4) years.

Section 3. Election Called. A referendum vote is hereby called along with the General Election, to be held on Tuesday, 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 Question for the proposed Charter amendment provided for in Section 2 of this Ordinance shall be substantially as follows:

Question No. 1

Increasing Length of Councilmember Terms from Two Years to Four Years with Staggered Terms

It is proposed that the Village Charter be amended to provide for Councilmembers to be elected to a four-year term of office, effective November 2024, including a one-time staggered transition whereby three candidates elected unopposed or receiving the highest number of votes in the November 2024 election receive a four-year term and the

remaining elected candidates receive a two-year term. Thereafter, all terms shall be four years. 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 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

Increasing Length of Councilmember Terms from Two Years to Four Years with Staggered Terms

It is proposed that the Village Charter be amended to provide for Councilmembers to be elected to a four-year term of office, effective November 2024, including a one-time staggered transition whereby three candidates elected unopposed or receiving the highest number of votes in the November 2024 election receive a four-year term and the remaining elected candidates receive a two-year term. Thereafter, all terms shall be four years. 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 Questions 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.

Section 12. 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



BUSINESS IMPACT ESTIMATE¹

Meeting Date: April 9, 2024

Proposed Ordinance Title/Reference

Ordinance Calling for a Referendum to Establish 4-year Staggered Councilmember Terms

Summary of Proposed Ordinance and Statement of Public Purpose to be Served

Section 5(2) of the Village Charter currently provides that the term of office for each Councilmember shall be two (2) years. Presently, all Councilmember seats are up for election at the same time in even-numbered years. At its January regular Village Council meeting, Council gave direction to bring back an ordinance for consideration which would create four-year staggered Councilmember terms.

The proposed ordinance, if ultimately approved by the voters, would change the current Councilmember terms from 2 years to 4 years. In doing so, it would also create staggered terms so that every 2 years only a portion of the Councilmember seats would be up for election. In order to establish these staggered terms, the proposed ordinance would establish a process to effectuate the staggering of terms.

Estimate of Direct Economic Impact on Private/For Profit Businesses

a. Estimate of Direct Business Compliance Costs:

A change to the terms for Councilmembers is not intended to impact any business in the Village.

b. New Charges/Fees on Businesses Impacted:

A change to the terms for Councilmembers is not intended to impact any business in the Village.

c. Estimate of Regulatory Costs:

A change to the terms for Councilmembers is not intended to impact any regulatory costs.

Good Faith Estimate of Number of Businesses Likely Impacted:

None, as this term modification, if approved by the voters, will only apply to members of the Village Council.

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).



Council Communication

To: Mayor and Village Council
From: Jennifer DeBoisbriand , Planning Director
Date: April 9, 2024
SUBJECT: **Ordinance Amendment Considering the Request of Windley Cove, LLC. to Amend the Future Land Use Map of Parcel 00405350-000000 - First Reading - TAB 12**

Background:

The applicant, Windley Cove LLC, has submitted a map amendment application requesting an approval for a Future Land Use Map (FLUM) Amendment from Residential Medium (RM) to Mixed-Use (MU) designation on the subject property, located at 85327 Overseas Highway (RE #00405350-000000), comprising 13,300 square feet of land area and to be included under Policy 1-2.11.3 Windley Key Mixed Use Area 1 (WKMUA1). It is staff's opinion that the correct sub area is Policy 1-2.11.4 Windley Key Mixed Use Area 2 (WKMUA2). The current use of the property is residential. The applicant/owner intends to pursue acquiring a Vacation Rental license for the subject property. This FLUM amendment has a companion application for a Zoning Map Amendment, which proposes a change from a Residential Single Family (R-1) District to a Highway Commercial (HC) District, and the FLUM amendment cannot be approved without approval of the companion Zoning Map Amendment. The applicant has submitted a letter detailing the map amendment request.

The subject property currently has an existing Residential Medium (RM) Future Land Use designation. The surrounding properties to the South are also designated Residential Medium (RM). To the North the adjacent properties are designated Mixed Use (MU). The properties to the West across Overseas Highway are designated Conservation (C) and to the East is the Atlantic Ocean. The character of the subject property is a single family home with some mangrove wetlands to the east of the property and the surrounding area is mixed-use with a collection of restaurants, marina uses, single family residences, and conservation land.

Analysis:

The proposed FLUM amendment, from Residential Medium (RM) to Mixed-Use (MU), in conjunction with the companion application for a Zoning Map Amendment from a Residential Single Family (R-1) District to a Highway Commercial (HC) District, would allow the applicant/owner to pursue acquiring a Vacation Rental license on the subject property. Allowing the property to be included intoe WKMUA1 limits the commercial density allowed on the property.

Areas designated MU on the Future Land Use Map recognizes the prevalent and historical mixed-use pattern of development in the Village. The MU designation shall accommodate a mix of commercial and residential uses, which may be located in the same building, limited

public and semi-public uses, recreational facilities, schools, marinas, tourist-oriented facilities, and supportive community facilities ancillary to the permitted uses, pursuant to the standards in the Comprehensive Plan and the Land Development Regulations [Ref. Comprehensive Plan Objective 1-2.4].

The proposed FLUM amendment would alter the development potential of the subject property by allowing one additional market rate unit and 5 affordable housing units. The new FLUM would also allow hotel/motel density as follows: Six (6) rooms/units per acre or twelve (12) hotel or motel rooms/units per acre with TDRs and Non Residential Intensity of 0.25 FAR or 0.35 FAR with TDRs or with Working Waterfronts. However adding the property to WKMU2 would not alter the development potential.

Compatibility with Comprehensive Plan Policies:

- ☐ Policy 1-1.1.1, Protect Residential Areas from Incompatible Development
- ☐ Policy 1-2.1.14, Criteria for Future Land Use Map (FLUM) Amendments
- ☐ Policy 1-2.4, Recognize Mixed Use Development Patterns
- ☐ Policy 1-2.4.4: Residential Uses in the Mixed-Use Designation
- ☐ Objective 1-4.6: Prevent Proliferation of Urban Sprawl

Comprehensive Plan Policy 1-1.1.1 Protect residential Areas from Incompatible Development; states Stable residential areas shall be protected from encroachment by incompatible development. However, within residential areas, the Land Development Regulations shall allow home-based businesses that do not detract from the residential quality of the neighborhood. These regulations shall incorporate criteria for determining compatible home occupation uses, and standards to ascertain that no negative impacts on adjoining properties result.

The proposed amendment meets Policy 1-1.1.1. It protects residential areas from incompatible development by placing it in the WKMU2 which only allows the one residential development.

Comprehensive Plan Policy 1-2.1.14, Criteria for Future Land Use Map (FLUM) Amendments, states that Islamorada, Village of Islands, shall maintain specific criteria for amending the Future Land Use Map that are consistent with the general procedures delineated in Chapter 163.3177, 163.3184 and 163.3189, Florida Statutes and the principles for guiding development in areas of critical state concern. The Village Council shall make its determination on proposed FLUM amendments on legitimate public purpose based on one or more of the following factors; however, in no event shall an amendment be approved which would result in an adverse community change.

Other than the potential adverse impacts of a Vacation Rental property if a license were obtained, Staff sees no other adverse impacts.

Comprehensive Plan Objective 1-2.4, Recognize Mixed Use Development Patterns, states: "Areas designated Mixed Use (MU) on the Future Land Use Map recognizes the prevalent and historical mixed-use pattern of development in the Village. The MU category shall accommodate a mix of commercial and residential uses, which may be located in the same building, limited public and semi-public uses, recreational facilities, schools, marinas, tourist-oriented facilities, and supportive community facilities ancillary to the permitted uses, pursuant to the standards in the Comprehensive Plan and the Land Development Regulations."

The proposed map amendment allows for tourist-oriented facilities within the Village.

Comprehensive Plan Policy 1-2.4.4, Residential Uses in the Mixed Use Designation, states, "Residential uses, including residential institutional uses in MU shall not exceed six (6) units per acre, except that up to twelve (12) units per acre may be allowed pursuant to the standards in the Land Development Regulations when used as receiver sites for the transfer of development rights from approved sender sites and fifteen (15) units per acre may be permitted for purposes of providing affordable housing. Notwithstanding the density limitations each parcel of commercially developed land in the Settlers Residential (SR), Village Center (VC), Tourist Commercial (TC), Commercial Fishing (CF), Marine Use (MR), Highway Commercial (HC), Neighborhood Commercial (NC), and Recreation (R) Zoning Districts shall be entitled to construct, subject to the BPAS, one affordable housing unit subject to all other regulations."

The houses have received permits and allocations. Therefore, the proposed amendment is consistent with Policy 1-2.4.4.

Comprehensive Plan Objective 1-4.6: PREVENT PROLIFERATION OF URBAN SPRAWL AND COORDINATE THE TIMING AND STAGING OF PUBLIC AND PRIVATE DEVELOPMENT. Land Development Regulations shall ensure that the location, scale, timing and design of development is coordinated with public facilities and services in order to prevent the proliferation of urban sprawl and achieve cost effective land development patterns. Consistent with policies in the Intergovernmental Coordination Element, the Village shall pursue resolution of development and growth management issues with impacts transcending the Village's political jurisdiction, by participating in forums with the Florida Department of Community Affairs, the South Florida Regional Planning Council and other forums convened to coordinate such issues.

The proposed FLUM amendment would assist in limiting additional development on vacant land to achieve the goals of the applicant/owner.

Compatibility with the Principles for Guiding Development:

The following shall be the principles with which any plan amendments must be consistent pursuant to the Florida Keys Area of Critical State Concern designation as set out in Chapter 380.0552(7), Florida Statutes.

Please note, the criterion is provided in italics and staff response is provided immediately below. The Applicant has provided her responses to the criteria in the analysis attached.

(a) Strengthening local government capabilities for managing land use and development so that local government is able to achieve these objectives without the continuation of the area of critical state concern designation.

Village Staff Response:

The proposed FLUM is consistent with Principle (a) of the Principles for Guiding Development as it is not anticipated to negatively impact local government capability for managing land use and development.

(b) Protecting shoreline and marine resources, including mangroves, coral reef formations,

seagrass beds, wetlands, fish and wildlife, and their habitat.

Village Staff Response:

The proposed FLUM is consistent with Principle (b) of the Principles for Guiding Development. The house has been permitted and any environmental concerns have been addressed through that process. Any new development would be required to adhere to all applicable land development regulations including the implementation of stormwater regulations which aid in protecting marine resources by protecting near shore water quality.

(c) Protecting upland resources, tropical biological communities, freshwater wetlands, native tropical vegetation (for example, hardwood hammocks and pinelands), dune ridges and beaches, wildlife, and their habitat.

Village Staff Response:

The proposed FLUM is consistent with Principle (c) of the Principles for Guiding Development. Any future redevelopment proposed on the subject property is required to meet environmental setback criteria, meet local Comprehensive Plan and Land Development Regulation requirements, and obtain appropriate permits from state and federal agencies as necessary.

(d) Ensuring the maximum well-being of the Florida Keys and its citizens through sound economic development.

Village Staff Response:

The proposed FLUM is consistent with Principle (d) of the Principles for Guiding Development. Allowing tourist-oriented activities in existing building is sound economic development.

(e) Limiting the adverse impacts of development on the quality of water throughout the Florida Keys.

Village Staff Response:

The proposed FLUM is consistent with Principle (e) of the Principles for Guiding Development. Any development would be required to adhere to all applicable land development regulations including the implementation of stormwater regulations which aid in protecting near shore water quality.

(f) Enhancing natural scenic resources, promote the aesthetic benefits of the natural environment, and ensure that development is compatible with the unique historic character of the Florida Keys.

Village Staff Response:

The proposed FLUM is consistent with Principle (f) of the Principles for Guiding Development. The proposed FLUM amendment, from Residential Medium (RM) to Mixed Use (MU), in conjunction with the companion application for a Zoning Map Amendment from Residential Single Family to Highway Commercial, will ensure that the subject property meets the standards of review of the Comprehensive Plan and the Land Development Regulations (LDRs), including but not limited to: requirements for minimum open space; habitat preservation, concurrency management and level of service (LOS) standards for transportation, infrastructure, wastewater, stormwater and other public services; off-street parking and internal circulation; required setbacks; landscaping, dedicated conservation easements for existing habitat; on-site and off-site improvements and design amenities

required to achieve land use compatibility for the surrounding land uses and zoning districts.

(g) Protecting the historical heritage of the Florida Keys.

Village Staff Response:

The proposed FLUM is consistent with Principle (g) of the Principles for Guiding Development as there are no known archaeological or historical artifacts on the Property.

(h) Protecting the value, efficiency, cost-effectiveness, and amortized life of existing and proposed major public investments, including:

1. The Florida Keys Aqueduct and water supply facilities;
2. Sewage collection, treatment and disposal facilities;
3. Solid waste treatment, collection and disposal facilities;
4. Key West Naval Air Station and other military facilities;
5. Transportation facilities;
6. Federal parks, wildlife refuges, and marine sanctuaries;
7. State parks, recreation facilities, aquatic preserves, and other publicly owned properties;
8. City electric service and the Florida Keys Electric Co-op; and
9. Other utilities, as appropriate.

Village Staff Response:

The proposed FLUM is consistent with Principle (h) of the Principles for Guiding Development. The proposed FLUM amendment would not adversely impact the value, efficiency, cost-effectiveness, and amortized life of existing and proposed major public investments.

(i) Protecting and improving water quality by providing for the construction, operation, maintenance, and replacement of stormwater management facilities; central sewage collection; treatment and disposal facilities; and the installation and proper operation and maintenance of onsite sewage treatment and disposal systems.

Village Staff Response:

The proposed FLUM is consistent with Principle (i) of the Principles for Guiding Development. The proposed FLUM amendment would not adversely affect storm water management facilities, central sewage collection, treatment and disposal facilities, or the installation and proper operation and maintenance of onsite sewage treatment and disposal systems.

(j) Ensuring the improvement of nearshore water quality by requiring the construction and operation of wastewater management facilities that meet the requirements of § 381.0065(4)(1) and 403.086(10), as applicable, and by directing growth to areas served by central wastewater treatment facilities through permit allocation systems.

Village Staff Response:

The proposed FLUM is consistent with Principle (j) of the Principles for Guiding Development. Any proposed development as a result of the proposed FLUM amendment would be required to be consistent with the requirements of § 381.0065(4)(1) and 403.086(10), Florida Statutes, and the Village's Comprehensive Plan and Wastewater Master Plan.

(k) Limiting the adverse impacts of public investments on the environmental resources of the Florida Keys.

Village Staff Response:

The proposed FLUM is consistent with Principle (k) of the Principles for Guiding Development. The proposed FLUM amendment is not anticipated to create adverse impacts on the environmental resources of the Florida Keys.

(l) To make available adequate affordable housing for all sectors of the population of the Florida Keys.

Village Staff Response:

The proposed FLUM is consistent with Principle (l) of the Principles for Guiding Development. The proposed FLUM amendment will not impact affordable housing within the Florida Keys.

(m) To provide adequate alternatives for the protection of public safety and welfare in the event of a natural or manmade disaster and for a post-disaster reconstruction plan.

Village Staff Response:

The proposed FLUM is consistent with Principle (m) of the Principles for Guiding Development. The proposed FLUM amendment would not affect the provision of adequate alternatives for the protection of public safety and welfare in the event of a natural or manmade disaster and for a post-disaster reconstruction plan. Furthermore, all structures built within the Village must meet the requirements of the Village's Code of Ordinances and the Florida Building Code.

(n) To protect the public health, safety, and welfare of the citizens of the Florida Keys and maintain the Florida Keys as a unique Florida resource.

Village Staff Response:

The proposed FLUM is consistent with Principle (n) of the Principles for Guiding Development. The proposed FLUM amendment would not negatively affect the health, safety, or welfare of the citizens of the Florida Keys.

The LPA heard this request on January 8, 2024 and voted 6-1 to approve the requested amendment.

Budget Impact:

None

Staff Impact:

None

Recommendation:

Staff has reviewed the request for a Future Land Use Map Amendment from Residential Medium (RM) to Mixed Use (MU) and determined that the request meets the criteria for approval. Therefore, Staff recommends that the Village Council APPROVE the FLUM Amendment with amendment to sub area WKMUA2.

Attachments: 1. WC FLUM ORD

ORDINANCE NO. 24-

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF WINDLEY COVE, LLC, TO AMEND THE VILLAGE'S FUTURE LAND USE MAP FROM RESIDENTIAL MEDIUM (RM) TO MIXED USE (MU) FOR THE SUBJECT PROPERTY, LOCATED ON WINDLEY KEY, WITH REAL ESTATE NUMBER 00405350-000000, AS LEGALLY DESCRIBED HEREIN AND TO ALLOW THE PARCEL TO BE INCLUDED IN POLICY 1-2.11.4:WINDLEY KEY MIXED USE AREA 2; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.

WHEREAS, the Official Future Land Use Map of Islamorada, Village of Islands (the "Village") became effective April 30, 2002; and

WHEREAS, the applicant, Windley Cove LLC, has requested an official Future Land Use Map amendment from Residential Medium (RM) to Mixed Use (MU) for a parcel consisting of approximately 13,300 square feet of land, with Real Estate number 00405350-000000, as legally described below and to allow the parcel to be included in Policy 1-2.11.4:Windley Key Mixed Use Area 2; and

WHEREAS, pursuant to Section 166.041, Florida Statutes and Sections 30-101 and 30-213 of the Village Code of Ordinances (the "Code"), the Village Local Planning Agency publicly considered the Future Land Use Map Amendment during a duly noticed public hearings held on January 8, 2024 and March 11, 2024; and

WHEREAS, in accordance with Section 166.041, Florida Statutes, and Section 30-213 of the Village Code, notice of the public hearings has been given for the proposed adoption of this Ordinance; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council") finds that the adoption of the Official Future Land Use Map Amendment is in the best interest of the Village and does comply with all applicable laws, as well as promotes the general health, safety, and welfare of the Village residents; and

WHEREAS, the Village Council has determined that the proposed Future Land Use Map Amendment is consistent with the Village Comprehensive Plan; and

WHEREAS, the Village Council desires to adopt the proposed Future Land Use Map Amendment in accordance with State law.

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 incorporated herein by this reference.

Section 2. Approval/Denial of Future Land Use Map Amendment. The Official Future Land Use Map Amendment is hereby [**approved / denied**] as part of the Official Future Land Use Map of the Village. A copy of the Official Future Land Use Map Amendment is attached as Exhibit "A" and incorporated herein by this reference, for the following described property:

**85327 Overseas HWY or W1/2 LOT 4 GALEN BEACH WINDLEY ISLAND PB2-110
OR3-417 OR6-35 OR438-1087 OR438-1088 OR1456-2427 OR1895-1263
OR2604-404 OR2835-2427 OR2835-2431 OR3070-0608 OR3070-610 OR3158-
1301 OR3158-1304**

Section 3. Transmittal. The Village Clerk is hereby authorized to forward a copy of this Ordinance to the State Department of Commerce ("Commerce") for approval in accordance with Section 380.05(6), Florida Statutes.

Section 4. Effective Date. This Ordinance shall not become effective until approved pursuant to Final Order by the Florida Department of Commerce (Commerce) pursuant to Section 163.3184, Florida Statutes or if the Final Order is challenged, until the challenge to the order is resolved pursuant to Chapter 380.05, Florida Statutes.

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: Jennifer DeBoisbriand , Planning Director
Date: April 9, 2024
SUBJECT: **Ordinance Amendment Considering the Request of Windley Cove, LLC. to Amend the Zoning Map of Parcel 00405350-000000 - First Reading - TAB 13**

Background:

The applicant, Windley Cove LLC, has submitted a map amendment application requesting an approval for a Zoning Map Amendment from Residential Single Family (R-1) District to a Highway Commercial (HC) District on the subject property, located at 85327 Overseas Highway (RE #00405350-000000), comprising 13,300 square feet of land area. The current use of the property is residential. The applicant/owner intends to pursue acquiring a Vacation Rental license for the subject property. This Zoning Map amendment has a companion application for a Future Land Use Map (FLUM) Amendment, which proposes a change from a Residential Medium (RM) to Mixed-Use (MU) designation, and the Zoning Map amendment cannot be approved without approval of the companion FLUM Amendment. The applicant has submitted a letter detailing the map amendment request.

The subject property currently has an existing Residential Single Family (R-1) Zoning District designation. The surrounding properties to the South are also designated Residential Single Family (R-1). To the North the adjacent properties are designated Highway Commercial (HC). The properties to the West across Overseas Highway are designated as Conservation (C) and to the East is the Atlantic Ocean. The character of the subject property is a single-family home and the surrounding area is mixed-use with a collective restaurants, marina uses, single family residences, and conservation land.

Analysis:

The proposed Zoning Map amendment, from a Residential Single Family (R-1) District to a Highway Commercial (HC) District in conjunction with the companion application for a FLUM Amendment from a Residential Medium (RM) designation to Mixed-Use (MU) designation, would allow the applicant/owner to pursue acquiring a Vacation Rental license on the subject property.

Pursuant to Section 30-696 the purpose of the Highway Commercial (HC) zoning district is accommodate existing businesses along U.S. 1 and to provide opportunities for new commercial retail shops and services that typically are auto dependent and are used by people on less than a weekly basis, or to accommodate the building and service trades. Single-family or multifamily residential uses and educational uses are an option to commercial use. Any future development of the subject property would require site plan application

approval, this will ensure that the subject property meets the standards of review of the Comprehensive Plan and the Land Development Regulations (LDRs), including but not limited to: requirements for minimum open space; habitat preservation, concurrency management and level of service (LOS) standards for transportation, infrastructure, wastewater, stormwater and other public services; off-street parking and internal circulation; required setbacks; landscaping, dedicated conservation easements for existing habitat; on-site and off-site improvements and design amenities required to achieve land use compatibility for the surrounding land uses and zoning districts. Any application for a Vacation Rental License would have to meet all the criteria of Division 6 of the Village Code.

Compatibility with Comprehensive Plan Policies:

- ☐ Policy 1-1.1.1, Protect Residential Areas from Incompatible Development
- ☐ Policy 1-2.1.14, Criteria for Future Land Use Map (FLUM) Amendments
- ☐ Policy 1-2.4, Recognize Mixed Use Development Patterns
- ☐ Policy 1-2.4.4: Residential Uses in the Mixed-Use Designation
- ☐ Objective 1-4.6: Prevent Proliferation of Urban Sprawl

Comprehensive Plan Policy 1-1.1.1 Protect residential Areas from Incompatible Development; states Stable residential areas shall be protected from encroachment by incompatible development. However, within residential areas, the Land Development Regulations shall allow home-based businesses that do not detract from the residential quality of the neighborhood. These regulations shall incorporate criteria for determining compatible home occupation uses, and standards to ascertain that no negative impacts on adjoining properties result.

The proposed amendment meets Policy 1-1.1.1. It protects residential areas from incompatible development by placing it in the WKMUA2 which only allows the one residential development.

Comprehensive Plan Policy 1-2.1.14, Criteria for Future Land Use Map (FLUM) Amendments, states that Islamorada, Village of Islands, shall maintain specific criteria for amending the Future Land Use Map that are consistent with the general procedures delineated in Chapter 163.3177, 163.3184 and 163.3189, Florida Statutes and the principles for guiding development in areas of critical state concern. The Village Council shall make its determination on proposed FLUM amendments on legitimate public purpose based on one or more of the following factors; however, in no event shall an amendment be approved which would result in an adverse community change.

Other than the potential adverse impacts of a Vacation Rental property if a license were obtained, Staff sees no other adverse impacts.

Comprehensive Plan Objective 1-2.4, Recognize Mixed Use Development Patterns, states: "Areas designated Mixed Use (MU) on the Future Land Use Map recognizes the prevalent and historical mixed-use pattern of development in the Village. The MU category shall accommodate a mix of commercial and residential uses, which may be located in the same building, limited public and semi-public uses, recreational facilities, schools, marinas, tourist-oriented facilities, and supportive community facilities ancillary to the permitted uses, pursuant to the standards in the Comprehensive Plan and the Land Development Regulations."

The proposed map amendment allows for tourist-oriented facilities within the Village.

Comprehensive Plan Policy 1-2.4.4, Residential Uses in the Mixed Use Designation, states, "Residential uses, including residential institutional uses in MU shall not exceed six (6) units per acre, except that up to twelve (12) units per acre may be allowed pursuant to the standards in the Land Development Regulations when used as receiver sites for the transfer of development rights from approved sender sites and fifteen (15) units per acre may be permitted for purposes of providing affordable housing. Notwithstanding the density limitations each parcel of commercially developed land in the Settlers Residential (SR), Village Center (VC), Tourist Commercial (TC), Commercial Fishing (CF), Marine Use (MR), Highway Commercial (HC), Neighborhood Commercial (NC), and Recreation (R) Zoning Districts shall be entitled to construct, subject to the BPAS, one affordable housing unit subject to all other regulations."

The houses have received permits and allocations. Therefore, the proposed amendment is consistent with Policy 1-2.4.4.

Comprehensive Plan Objective 1-4.6: PREVENT PROLIFERATION OF URBAN SPRAWL AND COORDINATE THE TIMING AND STAGING OF PUBLIC AND PRIVATE DEVELOPMENT. Land Development Regulations shall ensure that the location, scale, timing and design of development is coordinated with public facilities and services in order to prevent the proliferation of urban sprawl and achieve cost effective land development patterns. Consistent with policies in the Intergovernmental Coordination Element, the Village shall pursue resolution of development and growth management issues with impacts transcending the Village's political jurisdiction, by participating in forums with the Florida Department of Community Affairs, the South Florida Regional Planning Council and other forums convened to coordinate such issues.

The proposed FLUM amendment would assist in limiting additional development on vacant land to achieve the goals of the applicant/owner.

Procedures for Amendments to Zoning Map:

Pursuant to Section 30-411(d)(4)(b) of the Code of Ordinances, the Village Council must find that the application is consistent with the Comprehensive Plan, that the applicant has complied with all procedural requirements of this section, and that the maintenance of the existing zoning on the property does not accomplish a legitimate public purpose. The Village Council shall make its determination on a finding of legitimate public purpose based on one or more of the following factors:

1. Demand for the proposed Zoning District in the Village in relation to the amount of land currently zoned and available to accommodate that demand.

Currently the Village has approximately 140 lots zoned Highway Commercial. About 20 of those are vacant lots. Windley Key has 4 lots zoned Highway Commercial and none of those are vacant.

2. Compatibility of the site's physical, geological, hydrological and other environmental features, with the uses permitted in the proposed Zoning designation.

The lot is already underconstruction as a single family house.

3. Data errors, including errors in mapping, vegetative types and natural features described in the comprehensive plan.

There is no evidence that there are any errors in the Villages GIS data, records and other resources.

4. New Issues.

There are no new issues to be addressed.

5. Recognition of a need for additional detail or comprehensiveness.

6. Compatibility of the proposed district with the property surrounding the site of the requested rezoning and any applicable neighborhood or redevelopment plan.

The proposed zoning would be compatible with the property surrounding the site as the properties to the North are also zoned Highway Commercial.

The LPA heard this request on January 8, 2024 and voted 6-1 to approve the requested amendment.

Budget Impact:

None

Staff Impact:

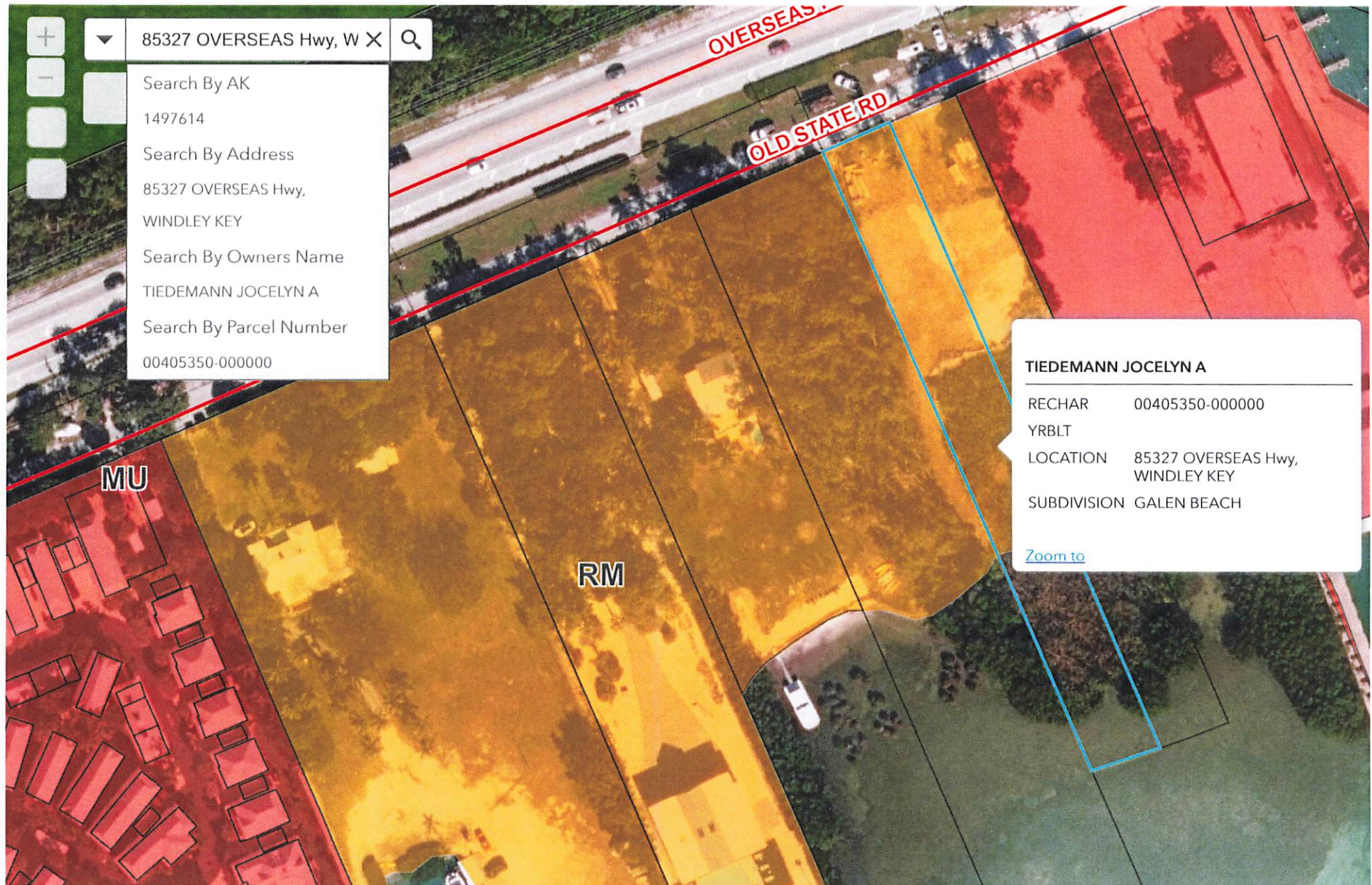
None

Recommendation:

Staff has reviewed the request for an Official Zoning Map Amendment from Residential Single Family (R-1) to Highway Commercial (HC) and determined that the request meets criteria. Therefore, Staff recommends the Village Council approve of the request for a map amendment.

Attachments: 1. Windley Cove CC Attachments
2. WC Zoning ORD







**Islamorada, Village of Islands,
Planning and Development Services Department**

APPLICATION FOR MAP AMENDMENT

Pursuant to Chapter 30, Article IV, Divisions 8 & 9

	Application Type	Application Fee	Deposit	Total Fee Due
☒	Future Land Use and Zoning	\$5,120.00	\$1,000.00	\$6,120.00
☐	Zoning Only	\$2,500.00	\$1,000.00	\$3,500.00

☐ Request concurrent Future Land Use and Zoning Hearings pursuant to 163.3184(12), Florida Statutes

PLEASE NOTE: THIS APPLICATION IS ACCEPTED BY APPOINTMENT ONLY.

An application must be deemed complete and in compliance with the Village Code by Staff prior to the items being scheduled for review. See the Submittal Requirements below for a list of required submittals and documents.

APPLICANT / AGENT (if applicable): Property owner must submit a notarized letter authorizing the applicant/agent to act on their behalf including the agent's name, address and phone number.

Name: _____
 Mailing Address: _____
 Primary Phone: _____ Fax: _____
 Email: _____

PROPERTY OWNER:

Name: Windley Cove, LLC
 Mailing Address: 127 Coconut Row Tavernier, Florida 33070 n
 Primary Phone: 305.522.3652; 305.394.0425 Fax: _____
 Email: jt.keys@att.net; brian.tiedemann@fkec.com

LEGAL DESCRIPTION OF PROPERTY: If in metes and bounds, attach legal description on separate sheet.

Physical Address: 85327 Overseas Highway Islamorada FL 33036 Mile Marker: 85.3
 Lot: 4 Block: _____ Subdivision: Galen Beach
☐ Plantation Key ☒ Windley Key ☐ Upper Matecumbe Key ☐ Lower Matecumbe Key
 Real Estate (RE) Number: 00405350-000000 Alternate Key: 1497614

PROPERTY DESCRIPTION:

Total Land Area: _____ 13,300 Square Feet _____ 0.305 Acres
 Existing Use of Property: Single Family dwelling and accesories under construction
 Has an Application for Map Amendment been submitted for this site within the past two (2) years? ☐ Yes ☒ No
 If yes, provide name and date of application: _____

PROPOSED MAP AMENDMENT:

Current Future Land Use Map Category: RM Current Zoning District: R1
 Proposed Future Land Use Map Category: MU Proposed Zoning District: HC

86800 Overseas Highway • Islamorada, Florida 33036-3162
 Office 305-664-6400 • Fax 305-664-6467 • www.islamorada.fl.us

** to be included under Village C Plan 1-2.11 and policy 1-2.11* *to create a sub area on Windley Key* *Page 399 of 348*

SUBMITTAL REQUIREMENTS:

- ☐ **Correct application fee** (Total Fee Due)
- ☐ **Notarized agent authorization letter**, if applicable, including the agent's name, address and phone number authorizing the applicant/agent to act on all property owners' behalf.
- ☐ **Proof of ownership** e.g. warranty deed, lease or pending sale contract.
- ☐ **Property record card** from the Monroe County Property Appraiser.
- ☐ **Copy of current Future Land Use Map** clearly marking the boundaries of the property. Map may be request from Planning and Development Service Department prior to application submittal.
- ☐ **Copy of current Official Zoning Map** clearly marking the boundaries of the property. Map may be request from Planning and Development Service Department prior to application submittal.
- ☐ **Photographs** of the site taken from adjacent streets.
- ☐ **Signed and sealed survey** prepared by a Florida registered surveyor. The survey shall include elevations and location of all existing structures, paved areas, location of all utility structures, all easements, all bodies of water on and adjacent to the site, docks, piers, mean high water line and total acreage by habitat (**please provide a digital copy in addition to the signed and sealed survey**).
- ☐ **Data and analysis (including a land use need analysis)** pursuant to Comprehensive Plan Policy 1-2.1.13, demonstrating there is a need for the amount of development allowed by the proposed FLUM designations in order to accommodate the Comprehensive Plan's projected population growth within the planning timeframe of the Comprehensive Plan.
- ☐ **Explanation** of how the application satisfies each of the applicable criteria in the Land Development Regulations, Comprehensive Plan and Principles for Guiding Development pursuant to § 380.0552(7), Florida Statutes. See **Attachment A** for list of criteria.

If deemed necessary to complete a full review of the application, the Planning and Development Services Department reserves the right to request additional information.

I certify that I am familiar with the information contained in this application, and that to the best of my knowledge such information is true, complete and accurate. I certify that all information required has been provided.

Digital signatures do not require notarization when they can be verified by a Trusted Certificate issued by a third-party Certificate Authority. If you are not using a "verifiable digital signature", print this document and have it notarized.

Jocelyn Tiedemann
Signature of Applicant
Print Name: Jocelyn Tiedemann

11-15-2023
Date

STATE OF Florida
COUNTY OF Monroe

Sworn to and subscribed before me by means of X physical appearance or _____ online notarization, this 15th day of November, 20 23, by Jocelyn Tiedemann (name of person signing the application) as _____ (type of authority e.g. officer, manager / member, trustee, attorney in fact) for _____ (name of entity or party on behalf of whom application was executed).

Shannon L. McClurg
Signature of Notary Public

SEAL:  SHANNON L. MCCLURG
Commission # HH 389286
Expires April 20, 2027

☐ Personally Known ☒ Produced Identification

Type of ID License



Islamorada, Village of Islands, Planning and Development Services Department

ATTACHMENT A

Future Land Use Map (FLUM) Amendment Criteria. The applicant shall submit all information required to adequately address the filing requirements adopted by the Florida Department of Economic Opportunity ("DEO"). In addition, the applicant shall submit all other information necessary to address the comprehensive planning criteria of the Village.

Pursuant to the DEO State Coordinated Review Submittal Guidelines, in the case of FLUM amendments, the following information must be provided:

1. A description of the availability of and the demand on the following public facilities: sanitary sewer, solid waste, drainage, potable water, traffic circulation, schools and recreation, as appropriate; and
2. Information regarding the compatibility of the proposed land use amendments with the Comprehensive Plan future land use element objectives and policies, and those of other affected elements.

All proposed FLUM amendments must be consistent with the Principles for Guiding Development within the Florida Keys Area of Critical State Concern, pursuant to § 380.0552(7), Florida Statutes. The Principles are listed below.

- (a) Strengthening local government capabilities for managing land use and development so that local government is able to achieve these objectives without continuing the area of critical state concern designation.
- (b) Protecting shoreline and marine resources, including mangroves, coral reef formations, seagrass beds, wetlands, fish and wildlife, and their habitat.
- (c) Protecting upland resources, tropical biological communities, freshwater wetlands, native tropical vegetation (for example, hardwood hammocks and pinelands), dune ridges and beaches, wildlife, and their habitat.
- (d) Ensuring the maximum well-being of the Florida Keys and its citizens through sound economic development.
- (e) Limiting the adverse impacts of development on the quality of water throughout the Florida Keys.
- (f) Enhancing natural scenic resources, promoting the aesthetic benefits of the natural environment, and ensuring that development is compatible with the unique historic character of the Florida Keys.
- (g) Protecting the historical heritage of the Florida Keys.
- (h) Protecting the value, efficiency, cost-effectiveness, and amortized life of existing and proposed major public investments, including:
 1. The Florida Keys Aqueduct and water supply facilities;
 2. Sewage collection, treatment, and disposal facilities;
 3. Solid waste treatment, collection, and disposal facilities;
 4. Key West Naval Air Station and other military facilities;
 5. Transportation facilities;
 6. Federal parks, wildlife refuges, and marine sanctuaries;
 7. State parks, recreation facilities, aquatic preserves, and other publicly owned properties;
 8. City electric service and the Florida Keys Electric Co-op; and
 9. Other utilities, as appropriate.

- (i) Protecting and improving water quality by providing for the construction, operation, maintenance, and replacement of stormwater management facilities; central sewage collection; treatment and disposal facilities; and the installation and proper operation and maintenance of onsite sewage treatment and disposal systems.
- (j) Ensuring the improvement of nearshore water quality by requiring the construction and operation of wastewater management facilities that meet the requirements of § 381.0065(4)(I) and 403.086(10), as applicable, and by directing growth to areas served by central wastewater treatment facilities through permit allocation systems.
- (k) Limiting the adverse impacts of public investments on the environmental resources of the Florida Keys.
- (l) Making available adequate affordable housing for all sectors of the population of the Florida Keys.
- (m) Providing adequate alternatives for the protection of public safety and welfare in the event of a natural or manmade disaster and for a post-disaster reconstruction plan.
- (n) Protecting the public health, safety, and welfare of the citizens of the Florida Keys and maintaining the Florida Keys as a unique Florida resource.

The Village Council shall make its determination on proposed FLUM amendments on legitimate public purpose based on one or more of the following factors:

1. Demand for the proposed FLUM category in the village in relation to the amount of land currently assigned the FLUM designation and available to accommodate that demand;
2. Compatibility of the site's physical, geological, hydrological and other environmental features, with the uses permitted in the proposed FLUM category;
3. Data errors, including errors in mapping, vegetative types and natural features described in the comprehensive plan;
4. New issues;
5. Recognition of a need for additional detail or comprehensiveness

However, in no event shall an amendment be approved which will result in an adverse community change.

Official Zoning Map Amendment Criteria. The purpose of this application is to provide a means for changing the Official Zoning Map. It is not intended to relieve particular hardships, nor to confer special privileges or rights on any person, nor to permit a change in community character, as analyzed in the Comprehensive Plan, but only to make necessary adjustments in light of changed conditions. In determining whether to grant a requested amendment, the Village Council shall consider the factors set forth below and the consistency of the proposed amendment with the provisions and intent of the Comprehensive Plan.

The Village Council must find that the application is consistent with the Comprehensive Plan, that the applicant has complied with all procedural requirements of the Code and that the maintenance of the existing zoning on the property does not accomplish a legitimate public purpose. The Village Council shall make its determination on legitimate public purpose based on one or more of the following factors:

1. Demand for the proposed zoning district in the Village in relation to the amount of land currently zoned and available to accommodate that demand;
2. Compatibility of the site's physical, geological, hydrological and other environmental features, with the uses permitted in the proposed zoning district;
3. Data errors, including errors in mapping, vegetative types and natural features described in the Comprehensive Plan;
4. New issues;
5. Recognition of a need for additional detail or comprehensiveness; or
6. Compatibility of the proposed district with the property surrounding the site of the requested rezoning and any applicable neighborhood or redevelopment plan.

However, in no event shall an amendment be approved which will result in an adverse community change.

Needs Analysis

The owner of the properties identified as RE #00405350-000000 and 00405360-000000 (subject property) is proposing to amend the current FLUM of the subject properties from Residential Medium (RM) to Mixed Use (MU) and the current zoning from Residential Single-family (R-1) to Highway Commercial (HC) **for the sole purpose of obtaining a vacation rental license approval, without any increase in density or intensity, and without any allowed non-residential uses or structures.** Vacation rental license approval from the Village of Islamorada.

RE #00405350-000000, contains 13300 SF of land area, with a single-family house under construction.

RE #00405360-000000 contains 13,300 SF of land area, with a single-family house under construction.

In the R-1 zoning district, a single-family residence or multifamily attached affordable housing of up to four units could be constructed as a permitted use by right. This is not the intention of the owner of this property. The property owner simply wishes to change the FLUM and zoning in order to apply and receive a Vacation Rental license and to have a vacation rental unit on each lot. **The owner is not requesting an increase in density or intensity and is proposing that no non-residential structures would be allowed. The owner is requesting a site specific FLUM change, as provided in Village Comprehensive Land Use Plan Objective 1-2.11 and Policy 1-2.11.3 to create a sub area on Windley Key.**

The proposed development and ongoing development will not exceed the FAR or OSR allowed in the code. The proposed use would be allowable in the HC zoning district as a permitted use. Although none is anticipated, any expansion or redevelopment of the property would have to meet all requirements of the land development code and comprehensive plan through the application review process. The existing single-family residences on two of the sites are permitted and recognized by village staff in the HC zoning district. The owner does not contemplate increasing to more than one residential unit per property, thus this change does not increase density on the property.

The Village Comprehensive Plan notes that the functional population of the Village will increase from 10,354 in 2010 to 10,653 in 2020, an increase of approximately 3%. The figures are not accurate as the increase has already exceeded 11,000 per the most recent figures. Although these figures and the actual figures do not provide the distribution of age, there will be a need for additional tourist-based facilities to serve an increasing population. Additionally, as currently documented by the TDC, transient room occupancies have increased in the last few years thus adding to the need for added Tourist based facilities. The Village Code limits the number of allowable Vacation Rental (VR) licenses. The Village has never reached or exceeded the maximum limit of VR Licenses, yet the demand is still there. This request will not bring the anticipated number of VR's over the allowable number. We should note that the Village underwent an extensive study and had many meetings in order to determine the maximum number of VR licenses it should allow. During the anticipated code changes the community came together to come up with an acceptable number of VR units. Meetings between hoteliers, residents, the Chamber, as well as professionals in the real estate community had multiple workshops to find the right balance.

Access to the subject properties would not impact traffic flow directly on US 1. Access to this property is off the Old Road with several areas to ingress and egress to and from US-1. 63 of the 74 HC/MU properties are directly on US 1 and most of them do not have curb cuts off the highway. Utilization of this property would minimize the traffic consequences to US 1, unlike many of the existing HC properties in the Village.

The request will not increase the demand for parking as the ongoing and proposed development was already calculated at two (2) spaces per unit. The ongoing and proposed development will closely comply with the regulations in the event of a catastrophic event such as fire or hurricane.

The proposed development and on-going development will not further increase the previously anticipated water or sewage use and would not add additional vehicular trips, beyond what is already factored into the Comp Plan and LDR's. There should be no increase in impacts on public facilities of services, than what was already anticipated.

Policy 1-1.1.1 Protect Residential Areas from Incompatible Development.

This amendment would steer vacation rental uses to an Island that is dominated by commercial and transient uses. Windley Key is bookended by two major marinas and is infilled with hotels and motels, as well as several developments that allow for Vacation Rental licenses.

Policy 1-2.1.14 Criteria for Future Land Use Map (FLUM) Amendments. Islamorada, Village of Islands, shall maintain specific criteria for amending the Future Land Use Map that are consistent with the general procedures delineated in Chapter 163.3177, 163.3184 and 163.3189, Florida Statutes and the Principles for Guiding Development in areas of critical state concern. The Village Council shall make its determination on proposed FLUM amendments on legitimate public purpose based on one or more of the following factors:

1. Demand for the proposed FLUM category in the Village in relation to the amount of land currently assigned the FLUM designation and available to accommodate the demand.

Answer: It appears that there is .01% of HC properties compared to other zonings throughout the Village. This seems to be a disproportionate amount. There are only 74 vacant HC/MU properties in the entire Village, there are none on Windley Key. Of the 74 vacant HC/MU parcels the comp plan suggests the Village steer development away from the 12 due to the Hammock designation of the properties. Many of the HC/MU properties on other islands do not have direct access VIA DOT approved curb-cuts and most do not have access to US-1 Via the Old Highway.

2. Compatibility of the sites physical, geological, hydrological and other environmental features, with uses permitted in the proposed FLUM.

Answer: This site has no unique features as it relates to physical, geological, hydrological or environmental features. There is ongoing development that is

recently permitted that is in compliance with all factors in the LDC.

3. Data errors, including errors in Mapping, vegetative types and natural features described in the comprehensive plan.

Answer: There are no data errors recorded, yet there are, to the immediate east several properties that are zoned either MU or HC.

4. New issues.

Answer: This request will better serve the properties in this request. There are currently no transitional zonings between HC and R-1. This property is located immediately next to a locally famous restaurant and bar. This amendment will create an acceptable transition between the residential uses to the west and the non-residential uses to the east.

5. Recognition of the need for additional detail or comprehensiveness.

Answer: Currently there are no other undeveloped HC zoned properties on Windley Key. There are also no undeveloped MU FLUM properties on Windley Key. This request will allow the subject properties to be compatible with most of the properties on this island.

Policy 1-2.1.13 Future Land Use Map Amendments. "Islamorada, Village of Islands shall not sponsor private applications for Future Land Use Map amendments that would increase the allowable density/intensity of the properties affected."

Answer: There will be no increase in density, as the two houses are currently permitted and under construction.

Due to these factors and the desire for redevelopment instead of new development we feel this request is justified and in keeping with the goals and objectives in the Villages' Comprehensive Plan.

After recording return to:
Planning and Development Services Dept.
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada Florida 33036

ORDINANCE NO.

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF WINDLEY COVE, LLC, TO AMEND THE OFFICIAL ZONING MAP FROM RESIDENTIAL SINGLE FAMILY (R-1) TO HIGHWAY COMMERCIAL (HC) FOR THE SUBJECT PROPERTY, LOCATED ON WINDLEY KEY, WITH REAL ESTATE NUMBER 00405350-000000, AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.

WHEREAS, the Official Zoning Map of Islamorada, Village of Islands (the "Village") became effective April 30, 2002; and

WHEREAS, the property owner, Windley Cove LLC, has requested an Official Zoning Map amendment from the Residential Single Family (R-1) District to the Highway Commercial (HC) Zoning District for a parcel consisting of approximately 13,300 square feet of land with the Parcel ID Number 00405350-000000 (the "Property"), as legally described below; and

WHEREAS, pursuant to Section 166.041, Florida Statutes and Sections 30-101 and 30-213 of the Village Code of Ordinances (the "Code"), the Village Local Planning Agency publicly considered the Zoning Map Amendment during a duly noticed public hearings held on January 8, 2024 and March 11, 2024; and

WHEREAS, in accordance with Section 166.041, Florida Statutes, and Section 30-213 of the Village Code, notice of the public hearing(s) has been given for the proposed adoption of this Ordinance; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council") finds that the adoption of the Official Zoning Map Amendment is in the best interest of the Village and does comply with all applicable laws, as well as promotes the general health, safety, and welfare of the Village residents; and

WHEREAS, the Village Council has determined that the proposed Zoning Map Amendment is consistent with the Village Comprehensive Plan; and

WHEREAS, the Village Council desires to consider the proposed Zoning Map Amendment in accordance with State law.

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 incorporated herein by this reference.

Section 2. Approval/Denial of Zoning Map Amendment. The Official Zoning Map Amendment is hereby **[approved / denied]** as part of the Official Zoning Map of the Village. A copy of the Official Zoning Map Amendment is attached as Exhibit "A" and incorporated herein by this reference, for the following described property:

**85327 Overseas HWY or W1/2 LOT 4 GALEN BEACH WINDLEY ISLAND PB2-110
OR3-417 OR6-35 OR438-1087 OR438-1088 OR1456-2427 OR1895-1263 OR2604-
404 OR2835-2427 OR2835-2431 OR3070-0608 OR3070-610 OR3158-1301
OR3158-1304**

Section 3. Transmittal. The Village Clerk is hereby authorized to forward a copy of this Ordinance to the State Department of Commerce ("Commerce") for approval in accordance with Section 380.05(6), Florida Statutes.

Section 4. Effective Date. This Ordinance shall not become effective until approved pursuant to Final Order by the Florida Department of Commerce (Commerce) pursuant to Section 163.3184, Florida Statutes or if the Final Order is challenged, until the challenge to the order is resolved pursuant to Chapter 380.05, Florida Statutes.

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: Jennifer DeBoisbriand , Planning Director
Date: April 9, 2024
SUBJECT: **Ordinance Amendment Considering the Request of Windley Isles, LLC to Amend the Future Land Use Map of Parcel 00405360-000000 - First Reading - TAB 14**

Background:

The applicant, Windley Isles LLC, has submitted a map amendment application requesting an approval for a Future Land Use Map (FLUM) Amendment from Residential Medium (RM) to Mixed-Use (MU) designation on the subject property, located at 85331 Overseas Highway (RE #00405360-000000), comprising 13,300 square feet of land area and to be included under Policy 1-2.11.3 Windley Key Mixed Use Area 1 (WKMUA1). It is staff's opinion that the correct sub area is Policy 1-2.11.4 Windley Key Mixed Use Area 2 (WKMUA2). The current use of the property is residential. The applicant/owner intends to pursue acquiring a Vacation Rental license for the subject property. This FLUM amendment has a companion application for a Zoning Map Amendment, which proposes a change from a Residential Single Family (R-1) District to a Highway Commercial (HC) District, and the FLUM amendment cannot be approved without approval of the companion Zoning Map Amendment. The applicant has submitted a letter detailing the map amendment request.

The subject property currently has an existing Residential Medium (RM) Future Land Use designation. The surrounding properties to the South are also designated Residential Medium (RM). To the North the adjacent properties are designated Mixed Use (MU). The properties to the West across Overseas Highway are designated Conservation (C) and to the East is the Atlantic Ocean. The character of the subject property is a single family home with some mangrove wetlands to the east of the property and the surrounding area is mixed-use with a collection of restaurants, marina uses, single family residences, and conservation land.

Analysis:

The proposed FLUM amendment, from Residential Medium (RM) to Mixed-Use (MU), in conjunction with the companion application for a Zoning Map Amendment from a Residential Single Family (R-1) District to a Highway Commercial (HC) District, would allow the applicant/owner to pursue acquiring a Vacation Rental license on the subject property. Allowing the property to be included intoe WKMUA1 limits the commercial density allowed on the property.

Areas designated MU on the Future Land Use Map recognizes the prevalent and historical mixed-use pattern of development in the Village. The MU designation shall accommodate a mix of commercial and residential uses, which may be located in the same building, limited public and semi-public uses, recreational facilities, schools, marinas, tourist-oriented facilities,

and supportive community facilities ancillary to the permitted uses, pursuant to the standards in the Comprehensive Plan and the Land Development Regulations [Ref. Comprehensive Plan Objective 1-2.4].

The proposed FLUM amendment would alter the development potential of the subject property by allowing one additional market rate unit and 5 affordable housing units. The new FLUM would also allow hotel/motel density as follows: Six (6) rooms/units per acre or twelve (12) hotel or motel rooms/units per acre with TDRs and Non Residential Intensity of 0.25 FAR or 0.35 FAR with TDRs or with Working Waterfronts. However adding the property to WKMUA2 would not alter the development potential.

Compatibility with Comprehensive Plan Policies:

- ☐ Policy 1-1.1.1, Protect Residential Areas from Incompatible Development
- ☐ Policy 1-2.1.14, Criteria for Future Land Use Map (FLUM) Amendments
- ☐ Policy 1-2.4, Recognize Mixed Use Development Patterns
- ☐ Policy 1-2.4.4: Residential Uses in the Mixed-Use Designation
- ☐ Objective 1-4.6: Prevent Proliferation of Urban Sprawl

Comprehensive Plan Policy 1-1.1.1 Protect residential Areas from Incompatible Development; states Stable residential areas shall be protected from encroachment by incompatible development. However, within residential areas, the Land Development Regulations shall allow home-based businesses that do not detract from the residential quality of the neighborhood. These regulations shall incorporate criteria for determining compatible home occupation uses, and standards to ascertain that no negative impacts on adjoining properties result.

The proposed amendment meets Policy 1-1.1.1. It protects residential areas from incompatible development by placing it in the WKMUA2 which only allows the one residential development.

Comprehensive Plan Policy 1-2.1.14, Criteria for Future Land Use Map (FLUM) Amendments, states that Islamorada, Village of Islands, shall maintain specific criteria for amending the Future Land Use Map that are consistent with the general procedures delineated in Chapter 163.3177, 163.3184 and 163.3189, Florida Statutes and the principles for guiding development in areas of critical state concern. The Village Council shall make its determination on proposed FLUM amendments on legitimate public purpose based on one or more of the following factors; however, in no event shall an amendment be approved which would result in an adverse community change.

Other than the potential adverse impacts of a Vacation Rental property if a license were obtained, Staff sees no other adverse impacts.

Comprehensive Plan Objective 1-2.4, Recognize Mixed Use Development Patterns, states: "Areas designated Mixed Use (MU) on the Future Land Use Map recognizes the prevalent and historical mixed-use pattern of development in the Village. The MU category shall accommodate a mix of commercial and residential uses, which may be located in the same building, limited public and semi-public uses, recreational facilities, schools, marinas, tourist-oriented facilities, and supportive community facilities ancillary to the permitted uses, pursuant to the standards in the Comprehensive Plan and the Land Development Regulations."

The proposed map amendment allows for tourist-oriented facilities within the Village.

Comprehensive Plan Policy 1-2.4.4, Residential Uses in the Mixed Use Designation, states, "Residential uses, including residential institutional uses in MU shall not exceed six (6) units per acre, except that up to twelve (12) units per acre may be allowed pursuant to the standards in the Land Development Regulations when used as receiver sites for the transfer of development rights from approved sender sites and fifteen (15) units per acre may be permitted for purposes of providing affordable housing. Notwithstanding the density limitations each parcel of commercially developed land in the Settlers Residential (SR), Village Center (VC), Tourist Commercial (TC), Commercial Fishing (CF), Marine Use (MR), Highway Commercial (HC), Neighborhood Commercial (NC), and Recreation (R) Zoning Districts shall be entitled to construct, subject to the BPAS, one affordable housing unit subject to all other regulations."

The houses have received permits and allocations. Therefore, the proposed amendment is consistent with Policy 1-2.4.4.

Comprehensive Plan Objective 1-4.6: PREVENT PROLIFERATION OF URBAN SPRAWL AND COORDINATE THE TIMING AND STAGING OF PUBLIC AND PRIVATE DEVELOPMENT. Land Development Regulations shall ensure that the location, scale, timing and design of development is coordinated with public facilities and services in order to prevent the proliferation of urban sprawl and achieve cost effective land development patterns. Consistent with policies in the Intergovernmental Coordination Element, the Village shall pursue resolution of development and growth management issues with impacts transcending the Village's political jurisdiction, by participating in forums with the Florida Department of Community Affairs, the South Florida Regional Planning Council and other forums convened to coordinate such issues.

The proposed FLUM amendment would assist in limiting additional development on vacant land to achieve the goals of the applicant/owner.

Compatibility with the Principles for Guiding Development:

The following shall be the principles with which any plan amendments must be consistent pursuant to the Florida Keys Area of Critical State Concern designation as set out in Chapter 380.0552(7), Florida Statutes.

Please note, the criterion is provided in italics and staff response is provided immediately below. The Applicant has provided her responses to the criteria in the analysis attached.

(a) Strengthening local government capabilities for managing land use and development so that local government is able to achieve these objectives without the continuation of the area of critical state concern designation.

Village Staff Response:

The proposed FLUM is consistent with Principle (a) of the Principles for Guiding Development as it is not anticipated to negatively impact local government capability for managing land use and development.

(b) Protecting shoreline and marine resources, including mangroves, coral reef formations, seagrass beds, wetlands, fish and wildlife, and their habitat.

Village Staff Response:

The proposed FLUM is consistent with Principle (b) of the Principles for Guiding Development. The house has been permitted and any environmental concerns have been addressed through that process. Any new development would be required to adhere to all applicable land development regulations including the implementation of stormwater regulations which aid in protecting marine resources by protecting near shore water quality.

(c) Protecting upland resources, tropical biological communities, freshwater wetlands, native tropical vegetation (for example, hardwood hammocks and pinelands), dune ridges and beaches, wildlife, and their habitat.

Village Staff Response:

The proposed FLUM is consistent with Principle (c) of the Principles for Guiding Development. Any future redevelopment proposed on the subject property is required to meet environmental setback criteria, meet local Comprehensive Plan and Land Development Regulation requirements, and obtain appropriate permits from state and federal agencies as necessary.

(d) Ensuring the maximum well-being of the Florida Keys and its citizens through sound economic development.

Village Staff Response:

The proposed FLUM is consistent with Principle (d) of the Principles for Guiding Development. Allowing tourist-oriented activities in existing building is sound economic development.

(e) Limiting the adverse impacts of development on the quality of water throughout the Florida Keys.

Village Staff Response:

The proposed FLUM is consistent with Principle (e) of the Principles for Guiding Development. Any development would be required to adhere to all applicable land development regulations including the implementation of stormwater regulations which aid in protecting near shore water quality.

(f) Enhancing natural scenic resources, promote the aesthetic benefits of the natural environment, and ensure that development is compatible with the unique historic character of the Florida Keys.

Village Staff Response:

The proposed FLUM is consistent with Principle (f) of the Principles for Guiding Development. The proposed FLUM amendment, from Residential Medium (RM) to Mixed Use (MU), in conjunction with the companion application for a Zoning Map Amendment from Residential Single Family to Highway Commercial, will ensure that the subject property meets the standards of review of the Comprehensive Plan and the Land Development Regulations (LDRs), including but not limited to: requirements for minimum open space; habitat preservation, concurrency management and level of service (LOS) standards for transportation, infrastructure, wastewater, stormwater and other public services; off-street parking and internal circulation; required setbacks; landscaping, dedicated conservation easements for existing habitat; on-site and off-site improvements and design amenities required to achieve land use compatibility for the surrounding land uses and zoning districts.

(g) Protecting the historical heritage of the Florida Keys.

Village Staff Response:

The proposed FLUM is consistent with Principle (g) of the Principles for Guiding Development as there are no known archaeological or historical artifacts on the Property.

(h) Protecting the value, efficiency, cost-effectiveness, and amortized life of existing and proposed major public investments, including:

1. The Florida Keys Aqueduct and water supply facilities;
2. Sewage collection, treatment and disposal facilities;
3. Solid waste treatment, collection and disposal facilities;
4. Key West Naval Air Station and other military facilities;
5. Transportation facilities;
6. Federal parks, wildlife refuges, and marine sanctuaries;
7. State parks, recreation facilities, aquatic preserves, and other publicly owned properties;
8. City electric service and the Florida Keys Electric Co-op; and
9. Other utilities, as appropriate.

Village Staff Response:

The proposed FLUM is consistent with Principle (h) of the Principles for Guiding Development. The proposed FLUM amendment would not adversely impact the value, efficiency, cost-effectiveness, and amortized life of existing and proposed major public investments.

(i) Protecting and improving water quality by providing for the construction, operation, maintenance, and replacement of stormwater management facilities; central sewage collection; treatment and disposal facilities; and the installation and proper operation and maintenance of onsite sewage treatment and disposal systems.

Village Staff Response:

The proposed FLUM is consistent with Principle (i) of the Principles for Guiding Development. The proposed FLUM amendment would not adversely affect storm water management facilities, central sewage collection, treatment and disposal facilities, or the installation and proper operation and maintenance of onsite sewage treatment and disposal systems.

(j) Ensuring the improvement of nearshore water quality by requiring the construction and operation of wastewater management facilities that meet the requirements of § 381.0065(4)(1) and 403.086(10), as applicable, and by directing growth to areas served by central wastewater treatment facilities through permit allocation systems.

Village Staff Response:

The proposed FLUM is consistent with Principle (j) of the Principles for Guiding Development. Any proposed development as a result of the proposed FLUM amendment would be required to be consistent with the requirements of § 381.0065(4)(1) and 403.086(10), Florida Statutes, and the Village's Comprehensive Plan and Wastewater Master Plan.

(k) Limiting the adverse impacts of public investments on the environmental resources of the Florida Keys.

Village Staff Response:

The proposed FLUM is consistent with Principle (k) of the Principles for Guiding Development. The proposed FLUM amendment is not anticipated to create adverse impacts on the environmental resources of the Florida Keys.

(l) To make available adequate affordable housing for all sectors of the population of the Florida Keys.

Village Staff Response:

The proposed FLUM is consistent with Principle (l) of the Principles for Guiding Development. The proposed FLUM amendment will not impact affordable housing within the Florida Keys.

(m) To provide adequate alternatives for the protection of public safety and welfare in the event of a natural or manmade disaster and for a post-disaster reconstruction plan.

Village Staff Response:

The proposed FLUM is consistent with Principle (m) of the Principles for Guiding Development. The proposed FLUM amendment would not affect the provision of adequate alternatives for the protection of public safety and welfare in the event of a natural or manmade disaster and for a post-disaster reconstruction plan. Furthermore, all structures built within the Village must meet the requirements of the Village's Code of Ordinances and the Florida Building Code.

(n) To protect the public health, safety, and welfare of the citizens of the Florida Keys and maintain the Florida Keys as a unique Florida resource.

Village Staff Response:

The proposed FLUM is consistent with Principle (n) of the Principles for Guiding Development. The proposed FLUM amendment would not negatively affect the health, safety, or welfare of the citizens of the Florida Keys.

The LPA heard this request on January 8, 2024 and voted 6-1 to approve the requested amendment.

Budget Impact:

None

Staff Impact:

None

Recommendation:

Staff has reviewed the request for a Future Land Use Map Amendment from Residential Medium (RM) to Mixed Use (MU) and determined that the request meets the criteria for approval. Therefore, Staff recommends that the Village Council APPROVE the FLUM Amendment with amendment to sub area WKMUA2.

Attachments: 1. WI FLUM ORD

ORDINANCE NO. 24-

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF WINDLEY ISLES, LLC, TO AMEND THE VILLAGE'S FUTURE LAND USE MAP FROM RESIDENTIAL MEDIUM (RM) TO MIXED USE (MU) FOR THE SUBJECT PROPERTY, LOCATED ON WINDLEY KEY, WITH REAL ESTATE NUMBER 00405360-000000, AS LEGALLY DESCRIBED HEREIN AND TO ALLOW THE PARCEL TO BE INCLUDED IN POLICY 1-2.11.3:WINDLEY KEY MIXED USE AREA 1; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.

WHEREAS, the Official Future Land Use Map of Islamorada, Village of Islands (the "Village") became effective April 30, 2002; and

WHEREAS, the applicant, Windley Isles LLC, has requested an official Future Land Use Map amendment from Residential Medium (RM) to Mixed Use (MU) for a parcel consisting of approximately 13,300 square feet of land, with Real Estate number 00405360-000000, as legally described below and to allow the parcel to be included in Policy 1-2.11.4:Windley Key Mixed Use Area 2; and

WHEREAS, pursuant to Section 166.041, Florida Statutes and Sections 30-101 and 30-213 of the Village Code of Ordinances (the "Code"), the Village Local Planning Agency publicly considered the Future Land Use Map Amendment during a duly noticed public hearings held on January 8, 2024 and March 11, 2024; and

WHEREAS, in accordance with Section 166.041, Florida Statutes, and Section 30-213 of the Village Code, notice of the public hearings has been given for the proposed adoption of this Ordinance; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council") finds that the adoption of the Official Future Land Use Map Amendment is in the best interest of the Village and does comply with all applicable laws, as well as promotes the general health, safety, and welfare of the Village residents; and

WHEREAS, the Village Council has determined that the proposed Future Land Use Map Amendment is consistent with the Village Comprehensive Plan; and

WHEREAS, the Village Council desires to adopt the proposed Future Land Use Map Amendment in accordance with State law.

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 incorporated herein by this reference.

Section 2. Approval/Denial of Future Land Use Map Amendment. The Official Future Land Use Map Amendment is hereby [**approved / denied**] as part of the Official Future Land Use Map of the Village. A copy of the Official Future Land Use Map Amendment is attached as Exhibit "A" and incorporated herein by this reference, for the following described property:

**85331 Overseas HWY or E 1/2 LT 4 GALEN BEACH WINDLEY ISLAND PB2-110
OR3-417 OR5-7 OR423-509/10 OR2604-404 OR2709-951/52 OR2835-2429/30
OR2835-2435/38 OR3070-0595 OR3070-0597 OR3158-1318 OR3158-1321**

Section 3. Transmittal. The Village Clerk is hereby authorized to forward a copy of this Ordinance to the State Department of Commerce ("Commerce") for approval in accordance with Section 380.05(6), Florida Statutes.

Section 4. Effective Date. This Ordinance shall not become effective until approved pursuant to Final Order by the Florida Department of Commerce (Commerce) pursuant to Section 163.3184, Florida Statutes or if the Final Order is challenged, until the challenge to the order is resolved pursuant to Chapter 380.05, Florida Statutes.

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: Jennifer DeBoisbriand , Planning Director
Date: April 9, 2024
SUBJECT: **Ordinance Amendment Considering the Request of Windley Isles, LLC to Amend the Zoning Map of Parcel 00405360-000000 - First Reading - TAB 15**

Background:

The applicant, Windley Isles LLC, has submitted a map amendment application requesting an approval for a Zoning Map Amendment from Residential Single Family (R-1) District to a Highway Commercial (HC) District on the subject property, located at 85331 Overseas Highway (RE #00405360-000000), comprising 13,300 square feet of land area. The current use of the property is residential. The applicant/owner intends to pursue acquiring a Vacation Rental license for the subject property. This Zoning Map amendment has a companion application for a Future Land Use Map (FLUM) Amendment, which proposes a change from a Residential Medium (RM) to Mixed-Use (MU) designation, and the Zoning Map amendment cannot be approved without approval of the companion FLUM Amendment. The applicant has submitted a letter detailing the map amendment request.

The subject property currently has an existing Residential Single Family (R-1) Zoning District designation. The surrounding properties to the South are also designated Residential Single Family (R-1). To the North the adjacent properties are designated Highway Commercial (HC). The properties to the West across Overseas Highway are designated as Conservation (C) and to the East is the Atlantic Ocean. The character of the subject property is a single-family home and the surrounding area is mixed-use with a collective restaurants, marina uses, single family residences, and conservation land.

Analysis:

The proposed Zoning Map amendment, from a Residential Single Family (R-1) District to a Highway Commercial (HC) District in conjunction with the companion application for a FLUM Amendment from a Residential Medium (RM) designation to Mixed-Use (MU) designation, would allow the applicant/owner to pursue acquiring a Vacation Rental license on the subject property.

Pursuant to Section 30-696 the purpose of the Highway Commercial (HC) zoning district is accommodate existing businesses along U.S. 1 and to provide opportunities for new commercial retail shops and services that typically are auto dependent and are used by people on less than a weekly basis, or to accommodate the building and service trades. Single-family or multifamily residential uses and educational uses are an option to commercial use. Any future development of the subject property would require site plan application

approval, this will ensure that the subject property meets the standards of review of the Comprehensive Plan and the Land Development Regulations (LDRs), including but not limited to: requirements for minimum open space; habitat preservation, concurrency management and level of service (LOS) standards for transportation, infrastructure, wastewater, stormwater and other public services; off-street parking and internal circulation; required setbacks; landscaping, dedicated conservation easements for existing habitat; on-site and off-site improvements and design amenities required to achieve land use compatibility for the surrounding land uses and zoning districts. Any application for a Vacation Rental License would have to meet all the criteria of Division 6 of the Village Code.

Compatibility with Comprehensive Plan Policies:

- ☐ Policy 1-1.1.1, Protect Residential Areas from Incompatible Development
- ☐ Policy 1-2.1.14, Criteria for Future Land Use Map (FLUM) Amendments
- ☐ Policy 1-2.4, Recognize Mixed Use Development Patterns
- ☐ Policy 1-2.4.4: Residential Uses in the Mixed-Use Designation
- ☐ Objective 1-4.6: Prevent Proliferation of Urban Sprawl

Comprehensive Plan Policy 1-1.1.1 Protect residential Areas from Incompatible Development; states Stable residential areas shall be protected from encroachment by incompatible development. However, within residential areas, the Land Development Regulations shall allow home-based businesses that do not detract from the residential quality of the neighborhood. These regulations shall incorporate criteria for determining compatible home occupation uses, and standards to ascertain that no negative impacts on adjoining properties result.

The proposed amendment meets Policy 1-1.1.1. It protects residential areas from incompatible development by placing it in the WKMUA2 which only allows the one residential development.

Comprehensive Plan Policy 1-2.1.14, Criteria for Future Land Use Map (FLUM) Amendments, states that Islamorada, Village of Islands, shall maintain specific criteria for amending the Future Land Use Map that are consistent with the general procedures delineated in Chapter 163.3177, 163.3184 and 163.3189, Florida Statutes and the principles for guiding development in areas of critical state concern. The Village Council shall make its determination on proposed FLUM amendments on legitimate public purpose based on one or more of the following factors; however, in no event shall an amendment be approved which would result in an adverse community change.

Other than the potential adverse impacts of a Vacation Rental property if a license were obtained, Staff sees no other adverse impacts.

Comprehensive Plan Objective 1-2.4, Recognize Mixed Use Development Patterns, states: "Areas designated Mixed Use (MU) on the Future Land Use Map recognizes the prevalent and historical mixed-use pattern of development in the Village. The MU category shall accommodate a mix of commercial and residential uses, which may be located in the same building, limited public and semi-public uses, recreational facilities, schools, marinas, tourist-oriented facilities, and supportive community facilities ancillary to the permitted uses, pursuant to the standards in the Comprehensive Plan and the Land Development Regulations."

The proposed map amendment allows for tourist-oriented facilities within the Village.

Comprehensive Plan Policy 1-2.4.4, Residential Uses in the Mixed Use Designation, states, "Residential uses, including residential institutional uses in MU shall not exceed six (6) units per acre, except that up to twelve (12) units per acre may be allowed pursuant to the standards in the Land Development Regulations when used as receiver sites for the transfer of development rights from approved sender sites and fifteen (15) units per acre may be permitted for purposes of providing affordable housing. Notwithstanding the density limitations each parcel of commercially developed land in the Settlers Residential (SR), Village Center (VC), Tourist Commercial (TC), Commercial Fishing (CF), Marine Use (MR), Highway Commercial (HC), Neighborhood Commercial (NC), and Recreation (R) Zoning Districts shall be entitled to construct, subject to the BPAS, one affordable housing unit subject to all other regulations."

The houses have received permits and allocations. Therefore, the proposed amendment is consistent with Policy 1-2.4.4.

Comprehensive Plan Objective 1-4.6: PREVENT PROLIFERATION OF URBAN SPRAWL AND COORDINATE THE TIMING AND STAGING OF PUBLIC AND PRIVATE DEVELOPMENT. Land Development Regulations shall ensure that the location, scale, timing and design of development is coordinated with public facilities and services in order to prevent the proliferation of urban sprawl and achieve cost effective land development patterns. Consistent with policies in the Intergovernmental Coordination Element, the Village shall pursue resolution of development and growth management issues with impacts transcending the Village's political jurisdiction, by participating in forums with the Florida Department of Community Affairs, the South Florida Regional Planning Council and other forums convened to coordinate such issues.

The proposed FLUM amendment would assist in limiting additional development on vacant land to achieve the goals of the applicant/owner.

Procedures for Amendments to Zoning Map:

Pursuant to Section 30-411(d)(4)(b) of the Code of Ordinances, the Village Council must find that the application is consistent with the Comprehensive Plan, that the applicant has complied with all procedural requirements of this section, and that the maintenance of the existing zoning on the property does not accomplish a legitimate public purpose. The Village Council shall make its determination on a finding of legitimate public purpose based on one or more of the following factors:

1. Demand for the proposed Zoning District in the Village in relation to the amount of land currently zoned and available to accommodate that demand.

Currently the Village has approximately 140 lots zoned Highway Commercial. About 20 of those are vacant lots. Windley Key has 4 lots zoned Highway Commercial and none of those are vacant.

2. Compatibility of the site's physical, geological, hydrological and other environmental features, with the uses permitted in the proposed Zoning designation.

The lot is already underconstruction as a single family house.

3. Data errors, including errors in mapping, vegetative types and natural features described in the comprehensive plan.

There is no evidence that there are any errors in the Villages GIS data, records and other resources.

4. New Issues.

There are no new issues to be addressed.

5. Recognition of a need for additional detail or comprehensiveness.

6. Compatibility of the proposed district with the property surrounding the site of the requested rezoning and any applicable neighborhood or redevelopment plan.

The proposed zoning would be compatible with the property surrounding the site as the properties to the North are also zoned Highway Commercial.

The LPA heard this request on January 8, 2024 and voted 6-1 to approve the requested amendment.

Budget Impact:

None

Staff Impact:

None

Recommendation:

Staff has reviewed the request for an Official Zoning Map Amendment from Residential Single Family (R-1) to Highway Commercial (HC) and determined that the request meets criteria. Therefore, Staff recommends the approval of the request for a map amendment.

Attachments: 1. Windley Isles CC Attachments
2. WI Zoning ORD



100ft

80 590 24 9.1 Degrees





**Islamorada, Village of Islands,
Planning and Development Services Department**

APPLICATION FOR MAP AMENDMENT

Pursuant to Chapter 30, Article IV, Divisions 8 & 9

☐	Application Type	Application Fee	Deposit	Total Fee Due
☒	Future Land Use and Zoning	\$5,120.00	\$1,000.00	\$6,120.00
☐	Zoning Only	\$2,500.00	\$1,000.00	\$3,500.00

☐ Request concurrent Future Land Use and Zoning Hearings pursuant to 163.3184(12), Florida Statutes

PLEASE NOTE: THIS APPLICATION IS ACCEPTED BY APPOINTMENT ONLY.

An application must be deemed complete and in compliance with the Village Code by Staff prior to the items being scheduled for review. See the Submittal Requirements below for a list of required submittals and documents.

APPLICANT / AGENT (if applicable): Property owner must submit a notarized letter authorizing the applicant/agent to act on their behalf including the agent's name, address and phone number.

Name: _____
 Mailing Address: _____
 Primary Phone: _____ Fax: _____
 Email: _____

PROPERTY OWNER:

Name: Windley Isles, LLC
 Mailing Address: 127 Coconut Row Tavernier, Florida 33070
 Primary Phone: 305.522.3652; 305.394.0425 Fax: _____
 Email: jl.keys@att.net; brian.tiedemann@fkec.com

LEGAL DESCRIPTION OF PROPERTY: If in metes and bounds, attach legal description on separate sheet.

Physical Address: 85331 Overseas Highway Islamorada Florida 33036 Mile Marker: 85.3
 Lot: 4 Block: _____ Subdivision: Galen Beach
☐ Plantation Key ☒ Windley Key ☐ Upper Matecumbe Key ☐ Lower Matecumbe Key
 Real Estate (RE) Number: 00405360-000000 Alternate Key: 1497622

PROPERTY DESCRIPTION:

Total Land Area: _____ 13,300 Square Feet _____ 0.305 Acres
 Existing Use of Property: Single family dwelling and accessories under construction
 Has an Application for Map Amendment been submitted for this site within the past two (2) years? ☐ Yes ☒ No
 If yes, provide name and date of application: _____

PROPOSED MAP AMENDMENT:

Current Future Land Use Map Category: RM Current Zoning District: R1
 Proposed Future Land Use Map Category: MU Proposed Zoning District: HC

86800 Overseas Highway • Islamorada, Florida 33036-3162

Office 305-664-6400 • Fax 305-664-6467 • www.islamorada.fl.us

** to be included under Village Com Plan 1-2.11 and policy 1-2.11.3 to be created a sub area on Windley Key.*

- ☐ **Correct application fee** (Total Fee Due)
- ☐ **Notarized agent authorization letter**, if applicable, including the agent's name, address and phone number authorizing the applicant/agent to act on all property owners' behalf.
- ☐ **Proof of ownership** e.g. warranty deed, lease or pending sale contract.
- ☐ **Property record card** from the Monroe County Property Appraiser.
- ☐ **Copy of current Future Land Use Map** clearly marking the boundaries of the property. Map may be request from Planning and Development Service Department prior to application submittal.
- ☐ **Copy of current Official Zoning Map** clearly marking the boundaries of the property. Map may be request from Planning and Development Service Department prior to application submittal.
- ☐ **Photographs** of the site taken from adjacent streets.
- ☐ **Signed and sealed survey** prepared by a Florida registered surveyor. The survey shall include elevations and location of all existing structures, paved areas, location of all utility structures, all easements, all bodies of water on and adjacent to the site, docks, piers, mean high water line and total acreage by habitat (**please provide a digital copy in addition to the signed and sealed survey**).
- ☐ **Data and analysis (including a land use need analysis)** pursuant to Comprehensive Plan Policy 1-2.1.13, demonstrating there is a need for the amount of development allowed by the proposed FLUM designations in order to accommodate the Comprehensive Plan's projected population growth within the planning timeframe of the Comprehensive Plan.
- ☐ **Explanation** of how the application satisfies each of the applicable criteria in the Land Development Regulations, Comprehensive Plan and Principles for Guiding Development pursuant to § 380.0552(7), Florida Statutes. See **Attachment A** for list of criteria.

Digital signatures do not require notarization when they can be verified by a Trusted Certificate issued by a third-party Certificate Authority. If you are not using a “verifiable digital signature”, print this document and have it notarized.

Date _____

Sworn to and subscribed before me by means of X physical appearance or _____ online notarization, this 15th day of November, 20 23, by Joceline Tichmann (name of person signing the application) as _____ (type of authority e.g. officer, manager / member, trustee, attorney in fact) for _____ (name of entity or party on behalf of whom application was executed).

SEAL:



SHANNON L. MCCLURG
Commission # HH 389286
Expires April 20, 2027

☒ Personally Known ☒ Produced Identification

Type of ID License



Islamorada, Village of Islands, Planning and Development Services Department

ATTACHMENT A

Future Land Use Map (FLUM) Amendment Criteria. The applicant shall submit all information required to adequately address the filing requirements adopted by the Florida Department of Economic Opportunity ("DEO"). In addition, the applicant shall submit all other information necessary to address the comprehensive planning criteria of the Village.

Pursuant to the DEO State Coordinated Review Submittal Guidelines, in the case of FLUM amendments, the following information must be provided:

1. A description of the availability of and the demand on the following public facilities: sanitary sewer, solid waste, drainage, potable water, traffic circulation, schools and recreation, as appropriate; and
2. Information regarding the compatibility of the proposed land use amendments with the Comprehensive Plan future land use element objectives and policies, and those of other affected elements.

All proposed FLUM amendments must be consistent with the Principles for Guiding Development within the Florida Keys Area of Critical State Concern, pursuant to § 380.0552(7), Florida Statutes. The Principles are listed below.

- (a) Strengthening local government capabilities for managing land use and development so that local government is able to achieve these objectives without continuing the area of critical state concern designation.
- (b) Protecting shoreline and marine resources, including mangroves, coral reef formations, seagrass beds, wetlands, fish and wildlife, and their habitat.
- (c) Protecting upland resources, tropical biological communities, freshwater wetlands, native tropical vegetation (for example, hardwood hammocks and pinelands), dune ridges and beaches, wildlife, and their habitat.
- (d) Ensuring the maximum well-being of the Florida Keys and its citizens through sound economic development.
- (e) Limiting the adverse impacts of development on the quality of water throughout the Florida Keys.
- (f) Enhancing natural scenic resources, promoting the aesthetic benefits of the natural environment, and ensuring that development is compatible with the unique historic character of the Florida Keys.
- (g) Protecting the historical heritage of the Florida Keys.
- (h) Protecting the value, efficiency, cost-effectiveness, and amortized life of existing and proposed major public investments, including:
 1. The Florida Keys Aqueduct and water supply facilities;
 2. Sewage collection, treatment, and disposal facilities;
 3. Solid waste treatment, collection, and disposal facilities;
 4. Key West Naval Air Station and other military facilities;
 5. Transportation facilities;
 6. Federal parks, wildlife refuges, and marine sanctuaries;
 7. State parks, recreation facilities, aquatic preserves, and other publicly owned properties;
 8. City electric service and the Florida Keys Electric Co-op; and
 9. Other utilities, as appropriate.

- (i) Protecting and improving water quality by providing for the construction, operation, maintenance, and replacement of stormwater management facilities; central sewage collection; treatment and disposal facilities; and the installation and proper operation and maintenance of onsite sewage treatment and disposal systems.
- (j) Ensuring the improvement of nearshore water quality by requiring the construction and operation of wastewater management facilities that meet the requirements of § 381.0065(4)(l) and 403.086(10), as applicable, and by directing growth to areas served by central wastewater treatment facilities through permit allocation systems.
- (k) Limiting the adverse impacts of public investments on the environmental resources of the Florida Keys.
- (l) Making available adequate affordable housing for all sectors of the population of the Florida Keys.
- (m) Providing adequate alternatives for the protection of public safety and welfare in the event of a natural or manmade disaster and for a post-disaster reconstruction plan.
- (n) Protecting the public health, safety, and welfare of the citizens of the Florida Keys and maintaining the Florida Keys as a unique Florida resource.

The Village Council shall make its determination on proposed FLUM amendments on legitimate public purpose based on one or more of the following factors:

1. Demand for the proposed FLUM category in the village in relation to the amount of land currently assigned the FLUM designation and available to accommodate that demand;
2. Compatibility of the site's physical, geological, hydrological and other environmental features, with the uses permitted in the proposed FLUM category;
3. Data errors, including errors in mapping, vegetative types and natural features described in the comprehensive plan;
4. New issues;
5. Recognition of a need for additional detail or comprehensiveness

However, in no event shall an amendment be approved which will result in an adverse community change.

Official Zoning Map Amendment Criteria. The purpose of this application is to provide a means for changing the Official Zoning Map. It is not intended to relieve particular hardships, nor to confer special privileges or rights on any person, nor to permit a change in community character, as analyzed in the Comprehensive Plan, but only to make necessary adjustments in light of changed conditions. In determining whether to grant a requested amendment, the Village Council shall consider the factors set forth below and the consistency of the proposed amendment with the provisions and intent of the Comprehensive Plan.

The Village Council must find that the application is consistent with the Comprehensive Plan, that the applicant has complied with all procedural requirements of the Code and that the maintenance of the existing zoning on the property does not accomplish a legitimate public purpose. The Village Council shall make its determination on legitimate public purpose based on one or more of the following factors:

1. Demand for the proposed zoning district in the Village in relation to the amount of land currently zoned and available to accommodate that demand;
2. Compatibility of the site's physical, geological, hydrological and other environmental features, with the uses permitted in the proposed zoning district;
3. Data errors, including errors in mapping, vegetative types and natural features described in the Comprehensive Plan;
4. New issues;
5. Recognition of a need for additional detail or comprehensiveness; or
6. Compatibility of the proposed district with the property surrounding the site of the requested rezoning and any applicable neighborhood or redevelopment plan.

However, in no event shall an amendment be approved which will result in an adverse community change.

Needs Analysis

The owner of the properties identified as RE #00405350-000000 and 00405360-000000 (subject property) is proposing to amend the current FLUM of the subject properties from Residential Medium (RM) to Mixed Use (MU) and the current zoning from Residential Single-family (R-1) to Highway Commercial (HC) **for the sole purpose of obtaining a vacation rental license approval, without any increase in density or intensity, and without any allowed non-residential uses or structures.** Vacation rental license approval from the Village of Islamorada.

RE #00405350-000000, contains 13300 SF of land area, with a single-family house under construction.

RE #00405360-000000 contains 13,300 SF of land area, with a single-family house under construction.

In the R-1 zoning district, a single-family residence or multifamily attached affordable housing of up to four units could be constructed as a permitted use by right. This is not the intention of the owner of this property. The property owner simply wishes to change the FLUM and zoning in order to apply and receive a Vacation Rental license and to have a vacation rental unit on each lot. **The owner is not requesting an increase in density or intensity and is proposing that no non-residential structures would be allowed. The owner is requesting a site specific FLUM change, as provided in Village Comprehensive Land Use Plan Objective 1-2.11 and Policy 1-2.11.3 to create a sub area on Windley Key.**

The proposed development and ongoing development will not exceed the FAR or OSR allowed in the code. The proposed use would be allowable in the HC zoning district as a permitted use. Although none is anticipated, any expansion or redevelopment of the property would have to meet all requirements of the land development code and comprehensive plan through the application review process. The existing single-family residences on two of the sites are permitted and recognized by village staff in the HC zoning district. The owner does not contemplate increasing to more than one residential unit per property, thus this change does not increase density on the property.

The Village Comprehensive Plan notes that the functional population of the Village will increase from 10,354 in 2010 to 10,653 in 2020, an increase of approximately 3%. The figures are not accurate as the increase has already exceeded 11,000 per the most recent figures. Although these figures and the actual figures do not provide the distribution of age, there will be a need for additional tourist-based facilities to serve an increasing population. Additionally, as currently documented by the TDC, transient room occupancies have increased in the last few years thus adding to the need for added Tourist based facilities. The Village Code limits the number of allowable Vacation Rental (VR) licenses. The Village has never reached or exceeded the maximum limit of VR Licenses, yet the demand is still there. This request will not bring the anticipated number of VR's over the allowable number. We should note that the Village underwent an extensive study and had many meetings in order to determine the maximum number of VR licenses it should allow. During the anticipated code changes the community came together to come up with an acceptable number of VR units. Meetings between hoteliers, residents, the Chamber, as well as professionals in the real estate community had multiple workshops to find the right balance.

Access to the subject properties would not impact traffic flow directly on US 1. Access to this property is off the Old Road with several areas to ingress and egress to and from US-1. 63 of the 74 HC/MU properties are directly on US 1 and most of them do not have curb cuts off the highway. Utilization of this property would minimize the traffic consequences to US 1, unlike many of the existing HC properties in the Village.

The request will not increase the demand for parking as the ongoing and proposed development was already calculated at two (2) spaces per unit. The ongoing and proposed development will closely comply with the regulations in the event of a catastrophic event such as fire or hurricane.

The proposed development and on-going development will not further increase the previously anticipated water or sewage use and would not add additional vehicular trips, beyond what is already factored into the Comp Plan and LDR's. There should be no increase in impacts on public facilities of services, than what was already anticipated.

Policy 1-1.1.1 Protect Residential Areas from Incompatible Development.

This amendment would steer vacation rental uses to an Island that is dominated by commercial and transient uses. Windley Key is bookended by two major marinas and is infilled with hotels and motels, as well as several developments that allow for Vacation Rental licenses.

Policy 1-2.1.14 Criteria for Future Land Use Map (FLUM) Amendments. Islamorada, Village of Islands, shall maintain specific criteria for amending the Future Land Use Map that are consistent with the general procedures delineated in Chapter 163.3177, 163.3184 and 163.3189, Florida Statutes and the Principles for Guiding Development in areas of critical state concern. The Village Council shall make its determination on proposed FLUM amendments on legitimate public purpose based on one or more of the following factors:

1. Demand for the proposed FLUM category in the Village in relation to the amount of land currently assigned the FLUM designation and available to accommodate the demand.

Answer: It appears that there is .01% of HC properties compared to other zonings throughout the Village. This seems to be a disproportionate amount. There are only 74 vacant HC/MU properties in the entire Village, there are none on Windley Key. Of the 74 vacant HC/MU parcels the comp plan suggests the Village steer development away from the 12 due to the Hammock designation of the properties. Many of the HC/MU properties on other islands do not have direct access VIA DOT approved curb-cuts and most do not have access to US-1 Via the Old Highway.

2. Compatibility of the sites physical, geological, hydrological and other environmental features, with uses permitted in the proposed FLUM.

Answer: This site has no unique features as it relates to physical, geological, hydrological or environmental features. There is ongoing development that is

recently permitted that is in compliance with all factors in the LDC.

3. Data errors, including errors in Mapping, vegetative types and natural features described in the comprehensive plan.

Answer: There are no data errors recorded, yet there are, to the immediate east several properties that are zoned either MU or HC.

4. New issues.

Answer: This request will better serve the properties in this request. There are currently no transitional zonings between HC and R-1. This property is located immediately next to a locally famous restaurant and bar. This amendment will create an acceptable transition between the residential uses to the west and the non-residential uses to the east.

5. Recognition of the need for additional detail or comprehensiveness.

Answer: Currently there are no other undeveloped HC zoned properties on Windley Key. There are also no undeveloped MU FLUM properties on Windley Key. This request will allow the subject properties to be compatible with most of the properties on this island.

Policy 1-2.1.13 Future Land Use Map Amendments. "Islamorada, Village of Islands shall not sponsor private applications for Future Land Use Map amendments that would increase the allowable density/intensity of the properties affected."

Answer: There will be no increase in density, as the two houses are currently permitted and under construction.

Due to these factors and the desire for redevelopment instead of new development we feel this request is justified and in keeping with the goals and objectives in the Villages' Comprehensive Plan.

After recording return to:
Planning and Development Services Dept.
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada Florida 33036

ORDINANCE NO.

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF WINDLEY ISLES, LLC, TO AMEND THE OFFICIAL ZONING MAP FROM RESIDENTIAL SINGLE FAMILY (R-1) TO HIGHWAY COMMERCIAL (HC) FOR THE SUBJECT PROPERTY, LOCATED ON WINDLEY KEY, WITH REAL ESTATE NUMBER 00405360-000000, AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.

WHEREAS, the Official Zoning Map of Islamorada, Village of Islands (the "Village") became effective April 30, 2002; and

WHEREAS, the property owner, Windley Isles LLC, has requested an Official Zoning Map amendment from the Residential Single Family (R-1) District to the Highway Commercial (HC) Zoning District for a parcel consisting of approximately 13,300 square feet of land with the Parcel ID Number 00405360-000000 (the "Property"), as legally described below; and

WHEREAS, pursuant to Section 166.041, Florida Statutes and Sections 30-101 and 30-213 of the Village Code of Ordinances (the "Code"), the Village Local Planning Agency publicly considered the Zoning Map Amendment during a duly noticed public hearings held on January 8, 2024 and March 11, 2024; and

WHEREAS, in accordance with Section 166.041, Florida Statutes, and Section 30-213 of the Village Code, notice of the public hearing(s) has been given for the proposed adoption of this Ordinance; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council") finds that the adoption of the Official Zoning Map Amendment is in the best interest of the Village and does comply with all applicable laws, as well as promotes the general health, safety, and welfare of the Village residents; and

WHEREAS, the Village Council has determined that the proposed Zoning Map Amendment is consistent with the Village Comprehensive Plan; and

WHEREAS, the Village Council desires to consider the proposed Zoning Map Amendment in accordance with State law.

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 incorporated herein by this reference.

Section 2. Approval/Denial of Zoning Map Amendment. The Official Zoning Map Amendment is hereby **[approved / denied]** as part of the Official Zoning Map of the Village. A copy of the Official Zoning Map Amendment is attached as Exhibit "A" and incorporated herein by this reference, for the following described property:

85331 Overseas HWY or E 1/2 LT 4 GALEN BEACH WINDLEY ISLAND PB2-110 OR3-417 OR5-7 OR423-509/10 OR2604-404 OR2709-951/52 OR2835-2429/30 OR2835-2435/38 OR3070-0595 OR3070-0597 OR3158-1318 OR3158-1321

Section 3. Transmittal. The Village Clerk is hereby authorized to forward a copy of this Ordinance to the State Department of Commerce ("Commerce") for approval in accordance with Section 380.05(6), Florida Statutes.

Section 4. Effective Date. This Ordinance shall not become effective until approved pursuant to Final Order by the Florida Department of Commerce (Commerce) pursuant to Section 163.3184,

Florida Statutes or if the Final Order is challenged, until the challenge to the order is resolved pursuant to Chapter 380.05, Florida Statutes.

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

After-Action Report

Update for **April 9, 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.

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.
- Position Posted March 5, 2024

Next Step(s): No applicants as of yet, though the recruitment continues. Staff reports that we have received a large number of clicks on the posting, but the specialized skills required and part-time nature of the opportunity may be contributing to failure to convert clicks to applicants.

#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 will create a process roadmap that can be used by the Village for a successful SP process. Ms. Matthews reported that the process roadmap will be delivered on or before April 08, the last day of her authorized support to Village operations under the agreement with Monroe County.

#VM24-01

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:

- Initial conversations have been held between the Village and County staff.

Council Directed Actions and Policies Status Report

Update for April 9, 2024, Council Meeting

- Church wishes to proceed with rezoning application, leaving possibility for application withdrawal should Village purchase discussions advance.

Next Step(s): A new Islamorada branch library is not on the County's 5-year capital plan. The Village may consider acquisition of property and potential financial contributions from the Village or community sources for a split investment in the building of a facility. In order to move forward effectively, Monroe County decision-makers must be project partners early on. To reduce any potential risk associated with land acquisition and the ability of the vision to be realized, Monroe County leadership needs to be integrated into the discussion to ensure their support for either amending the five-year plan based on local financial support to advance the project through construction or be willing to accept delivery of a completed project reflecting any design requirements they may wish to impose. Such an agreement should be memorialized in writing to ensure both parties commit the resources necessary to design, build, and operate the new facility. Absent such agreement, any advance acquisition carries with it some level of risk associated with not realizing the intended outcome.

#VM24-02

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: Resolution to establish the contest was adopted at the 3/12/2024 Village Council meeting.

Next Step(s): The VM advised Council that anticipated flag design process will be delayed, as time is needed to designate both staff and community member participation, as specified in the resolution. This is a great project and needs adequate planning to execute well.

#VM24-03

Training/Onboarding Program for Newly-Elected Council Members

Date of direction: February 13, 2024

Responsible Party: Village Clerk

Direction: At February 13, 2024, Council meeting, Council Member Jolin requested that staff create a formal training and onboarding process for new Council members that they would receive before their first substantive meeting after election. All Village Council members agreed.

Actions accomplished: TBD

Next Step(s): It is anticipated that after the start of the new Village Manager, he will work with the Village Clerk's office to establish this program. The VM is working with the Clerk and counsel to compile appropriate resource materials and an onboarding schedule.

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.
- On February 22nd the Planning Director spoke with Rebecca Jetton regarding the Council's request and asked her to begin the work of addressing the inconsistencies and recommending potential changes to the ordinance.

Next Step(s): Rebecca Jetton will continue to work on this item.

Council Directed Actions and Policies Status Report

Update for April 9, 2024, Council Meeting

#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.
- The attorney for the applicant provided some feedback. Staff is still looking at potential “fixes”

Next Step(s): Staff will continue to work on next steps.

#PL23-03

Vacant parcel analysis

Date of direction: September 21, 2023

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 has done some analysis on vacant parcels and will continue this process throughout the Spring and Summer.

#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): Daniel Parobok has completed an analysis and will present to the Council on April 11th.

#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. The Council also directed that 8 units should be re-reserved for the Woods Avenue lots owned by the Village.

Actions accomplished:

Council Directed Actions and Policies Status Report

Update for April 9, 2024, Council Meeting

- 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. Staff presenting policy guidelines at April 09 meeting.

#PL24-01

Accessory Dwelling Units

Date of direction: January 11, 2024

Responsible Party: Planning and Development Services

Direction: The Planning Director should research and prepare a presentation to the Village Council on Accessory Dwelling Units.

Actions accomplished:

- TBD

Next Step(s): Staff will hold a Community Workshop in May re: ADU's

#PL24-02

Elimination of Buffer Requirement in Residential Zoning Districts

Date of direction: February 13, 2024

Responsible Party: Planning and Development Services

Direction: The Planning Director should research and prepare a Code change to eliminate buffer requirements in residential zoning districts. The Planning Director is to recommend to which zoning districts the elimination of buffer requirements should apply.

Actions accomplished:

- TBD

Next Step(s): Staff will begin the process of making a recommendation to the Council at an upcoming meeting.

#PL24-03

Local Planning Agency

Date of direction: February 13, 2024

Responsible Party: Planning and Development Services

Direction: After a suggestion that the Local Planning Agency (LPA) comprised of residents be eliminated and replaced with the Village Council serving in that capacity, the Council directed that the Planning Director should assess the LPA processes and related costs and return with recommendations on how the LPA might be changed.

Actions accomplished:

- TBD

Next Step(s): TBD

#PL24-04

Ordinance Related to Variance for Minor Relaxation of Minimum Lot Area

Date of direction: January 11, 2024

Responsible Party: Planning and Development Services

Direction: The Planning Director should revisit the previously considered ordinance related to a lot area variance. The Planning Director should consider only allowing the variances for affordable housing projects and should determine the number of properties affected by this potential change.

Actions accomplished:

- TBD

Next Step(s): Proposed ordinance will be before the LPA in May and before the Council in June.

Council Directed Actions and Policies Status Report

Update for April 9, 2024, Council Meeting

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 RVCN on December 12, 2023, Councilman Rosenthal expressed concern over the delayed timeline for work on the Fills by FKA 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.
- Staff has confirmed with FDOT that the clear zone for the fills area is 36 feet. All boulders and other above ground hazards are required to be placed outside of the clear zone.
- Draft design plans containing the removal of the parking areas and the remediation of the asphalt removed have been provided to staff for review.

Next Step(s): The Public Works Director will seek direction for the Village Council on whether they would still like to move forward with placement of boulders in the Fills area. Completed design plans will be given to FDOT for consideration of amending the current agreement.

#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, RVCN, 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, RVCN, 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.
- A community workshop was held by the Village on March 4, 2024. Interim Village Manager Kimberly Matthews facilitated and Patrick Lefere from the MCSD presented, answered questions and took comments from the public.

Next Step(s): The new Village Manager will work with the MCSD on next steps. Draft ILA and Operating Agreement has been with School Board attorneys since March 7.

Council Directed Actions and Policies Status Report

Update for April 9, 2024, Council Meeting

VILLAGE ATTORNEY (VA)

#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:

- Awaiting full proposal in order to complete analysis.

Next Step(s): TBD

#VA24-1

Staggered four year terms for Councilmember

Date of direction: February 13, 2024

Responsible Party: Village Attorney

Direction: On February 13, 2024, the Village Council directed that the Village Attorney prepare an ordinance to place a proposed ballot question on the November 2024 election. The ballot question would be for the proposal to change from 2-year Councilmember terms to 4-year staggered terms

Actions accomplished:

- Initial draft of ordinance has been completed. Additional research as to whether an effective date (if passed) of November 2024 or November 2026 is appropriate is still required.

Next Step(s): Ordinance passed on first reading. Second reading will occur at the next regular Village Council meeting.

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.
- First reading passed and adopted on 3/12/2024.

Next Step(s): A second reading of an amendment to the Purchasing Ordinance to increase Village Manager authority to \$50,000.00 is included on the 4/9/2024 Council meeting agenda.

#FN24-01

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.

Council Directed Actions and Policies Status Report

Update for April 9, 2024, Council Meeting

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 discuss this need with the Village Manager to determine whether to publish an RFP.

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 to the Village Council.

Next Step(s): TBD

PARKS & RECREATION

#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)

Direction was given to staff at the Village Council meeting on Tuesday, March 12, 2024, to move forward with an RFP to solicit proposals from qualified consultants and consulting firms to provide a Master Plan for Founders Park. The RFP was issued on Thursday, March 21, 2024 and the deadline for proposal submittals is Monday, April 22, 2024, 3:00pm.

Council Directed Actions and Policies Status Report

Update for April 9, 2024, Council Meeting

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 been 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.

Council Directed Actions and Policies Status Report

Update for April 9, 2024, Council Meeting

#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

#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.

Council Directed Actions and Policies Status Report

Update for April 9, 2024, Council Meeting

#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 discussion 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.
- At their meeting on January 31, 2024, the Monroe County BOCC gave direction to their Marine Resources staff to proceed with moving forward with the necessary permitting steps needed to establish the extension of the Slow Speed Minimum Wake (SSMW) zone.
- Peter Frezza gathered letters of support for establishing the extension.

Next Step(s): Islamorada staff will continue to work with Monroe County, FWC, and the local sheriff's office on the necessary regulatory requirements for the establishment of the extension of the SSMW zone. Completed – will be removed.

#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 Harmless 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.
- Monroe County Sheriff's officers routinely patrolled the property and assisted with the removal of one vessel not authorized to moor at the dock.

Next Step(s): Continue to monitor the Village-owned property to determine usage.

Council Directed Actions and Policies Status Report

Update for April 9, 2024, Council Meeting

#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:

- The workshop was held on February 22, 2024

Next Step(s): Completed – will be removed.

#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:

- The owner has been made aware of potential human remains on the property. There is no additional reporting for the Village.

Next Step(s): Completed – will be removed.

#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 February 13, 2024, Village Council meeting, the Village Council agreed to offer the position of Village Manager to Robert Cole. The Village Council directed that at or before the March 13, 2024 Village Council meeting, the Village Attorney should contact Mr. Cole to finalize an employment contract for presentation to the Village Council.
- Initial contact with Mr. Cole has been made and a more substantive discussion is scheduled for February 19, 2024.

Next Step(s): Approval of Village Manager agreement with Robert Cole. The plan is for it to be completed and presented to the Council on or before March 12, 2024, subject to negotiations since the finalizing of the agreement is not solely within the control of the Village Attorney's office.

#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. The ordinance passed on second reading on February 15, 2024 and is now considered complete.

Council Directed Actions and Policies Status Report

Update for April 9, 2024, Council Meeting

#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.