



Islamorada, Village of Islands

REGULAR VILLAGE COUNCIL MEETING

May 7, 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. Proclamation Declaring May 19 - 25, 2024, as Emergency Medical Services Week - **TAB 1**

B. Monroe County Micro-Transit On-Demand Service Update

C. Monroe County Schools Baseball Update

D. Canal 147 Lower Matecumbe Restoration Project & Proposed New Special Assessment

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 Surrounding Prioritization of BPAS and Administrative Relief Allocations (Council Member Gregg) **POCKET**

VII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

A. Committee Ordinance Old Business - LPA Appointments, Staggered Terms and Council Liaison Assignments - **TAB 2**

VIII. CONSENT AGENDA

A. Approval of Minutes from April 9, 2024 Regular Village Council Meeting, and April 11, 2024 Land Use Village Council Meeting - **TAB 3** (Marne McGrath, Village Clerk)

- B. Resolution Approving Recommendation and Agreement for Plantation Tropical Preserve Gazebo Project - **TAB 4** (Peter Frezza, Environmental Resources Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 24-08 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR THE PLANTATION TROPICAL PRESERVE 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

- C. Resolution Approving Recommendation and Agreement for Surveillance Camera System - **TAB 5** (Vince Tarves, Systems Engineer)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 24-04 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR THE SURVEILLANCE CAMERA SYSTEM PROJECT; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; APPROVING A BUDGET AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

- D. Resolution Approving Ranking of Proposals and Negotiation of an Agreement for the Inclusive Playground for Founders Park Beach - **TAB 6** (Maria Bagiotti, Founders Park Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE RANKING OF THE RFP 24-06 EVALUATION COMMITTEE FOR DESIGN AND INSTALLATION OF AN INCLUSIVE PLAYGROUND FOR FOUNDERS PARK BEACH; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

- E. Resolution Approving and Ratifying FY 23-24 Purchases from F.J. Nugent for the Wastewater Department - **TAB 7** (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**

IX. RESOLUTIONS

- A.** Amended 2024 Building Permit Allocation System (BPAS) Quarterly Distribution Schedule - **TAB 8** (Jennifer DeBoisbriand , Planning Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING THE 2024 TOTAL AMOUNT OF NONRESIDENTIAL FLOOR AREA AND RESIDENTIAL DWELLING UNITS, QUARTERLY ALLOCATIONS, AND THE DISTRIBUTION OF ALLOCATIONS BETWEEN CATEGORIES OF THE BUILDING PERMIT ALLOCATION SYSTEM FOR 2024; AND PROVIDING FOR AN EFFECTIVE DATE

- B.** Resolution Approving Donation of Motor Vessel from the Islamorada Firefighter's Benevolent Association and Establishing Fire Marine Emergency Response Program - **TAB 9** (Terry Abel, Fire Chief)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ACCEPTING THE DONATION OF A FIRE BOAT FROM ISLAMORADA FIREFIGHTERS' BENEVOLENT ASSOCIATION; THE APPROVING A DONATION AGREEMENT IN CONNECTION WITH THE ACCEPTANCE OF THE FIRE BOAT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE DONATION AGREEMENT; PROVIDING FOR THE FINANCE DIRECTOR TO MAKE THE APPROPRIATE CHANGES TO THE VILLAGE FINANCIAL STATEMENTS TO REFLECT THE ACCEPTANCE OF THE ASSET; PROVIDING FOR THE FIRE CHIEF TO ESTABLISH A MARINE-BASED EMERGENCY RESPONSE PROGRAM; AND PROVIDING AN EFFECTIVE DATE

- C.** Interlocal Agreement with the School Board of Monroe County for Recreational Improvement and Use of Village Facilities - **TAB X** (Robert Cole, Village Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH THE SCHOOL BOARD OF MONROE COUNTY, FLORIDA REGARDING THE PROVISION OF ENHANCED RECREATION FACILITIES AND OPPORTUNITIES WITHIN THE VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE INTERLOCAL AGREEMENT; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE.

- D.** Resolution Approving Purchase of Real Property Located at 83250 Overseas Highway and Associated Budget Amendment - **TAB Y** (Robert Cole, Village Manager)

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, APPROVING THE PURCHASE
AND SALE AGREEMENT BETWEEN ISLAMORADA, VILLAGE
OF ISLANDS AND ISLAND COMMUNITY CHURCH, INC.;
AUTHORIZING VILLAGE OFFICIALS TO EXECUTE, DELIVER
AND IMPLEMENT THE TERMS AND CONDITIONS OF THE
PURCHASE AND SALE AGREEMENT; PROVIDING FOR
AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

X. MOTIONS

- A.** Motion to Amend November Village Council Meeting Schedule to Hold the Regular Village Council Meeting on November 19, 2024, and the Land Use Council Meeting on November 21, 2024 (Marne McGrath, Village Clerk)

- B.** Authorization for the Village Manager to Enter into a Letter of Intent for the Purchase of a 2025 Freightliner M2 Plus Cab and Chassis - **TAB 10** (Terry Abel, Fire Chief)

XI. SUPPLEMENTARY REPORTS

- A.** After Action Report

XII. ADJOURNMENT

Options for Viewing the Village Council Meeting:

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

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

Option 1: Email your comments.

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

Option 2: Call in During the Meeting.

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

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

ADA Assistance:

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



Council Communication

To: Mayor and Village Council
From: Terry Abel, Fire Chief
Date: May 7, 2024
SUBJECT: Proclamation Declaring May 19 - 25, 2024, as Emergency Medical Services Week -TAB 1

Background:

In 1974, President Ford designated the third week in May as EMS Week to honor EMS clinicians and the important work they do in our nation's communities, making this the 50th anniversary of EMS Week.

Analysis:

Budget Impact:

0

Staff Impact:

N/A

Recommendation:

Request Mayor to read proclamation and present to Fire Rescue staff on duty at the meeting.

Attachments: 1. ems-week-proclamation 2024



EMS Week Proclamation

To designate the Week of May 19 - 25, 2024, as Emergency Medical Services Week

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services has grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating the Emergency Medical Services Week; now

THEREFORE, I, Joseph B. Pinder III, Mayor, Islamorada Village of Islands, in recognition of this event do hereby proclaim the week of May 19 - 25, 2024, as

EMERGENCY MEDICAL SERVICES WEEK

The 50th Anniversary of EMS Week theme is **EMS WEEK: Honoring Our Past. Forging Our Future**. I encourage the community to observe this week with appropriate programs, ceremonies, and activities.

Joseph B. Pinder III, Mayor



Council Communication

To: Mayor and Village Council
From: Robert Cole, Village Manager
Date: May 7, 2024
SUBJECT: **Monroe County Micro-Transit On-Demand Service Update**

Background:

Monroe County Transit Executive Director, Richard Clark, will present an update on his team's efforts to establish a contract for Micro-Transit On-Demand Service, including status for the County's recent RFP.

Analysis:

Monroe County's initiative may result in a seamless, cost-effective, county-wide micro-transit alternative becoming available for the Islamorada community.

Budget Impact:

To be determined.

Staff Impact:

To be determined.

Recommendation:

N/A at this time.

Attachments: None



Council Communication

To: Mayor and Village Council
From:
Date: May 7, 2024
SUBJECT: Monroe County Schools Baseball Update

Background:

Mr. Patrick Lefere, Monroe County Schools Executive Director for Operations and Planning, will provide a brief update to convey planned next steps in the public process for consideration of proposed field improvements. I am pleased to report that School officials are committed to collaborating with the Village and Islamorada community to achieve a consensus plan. Following the process Mr. Lefere describes, a subsequent Baseball License Agreement will be developed and presented at a future regular meeting for Village Council consideration. Please also note that the Monroe County Interlocal Agreement presently on the agenda does not authorize field renovation or changes in use; it merely continues the longstanding park usage agreement that is presently expired and requiring renewal.

Analysis:

N/A

Budget Impact:

N/A

Staff Impact:

N/A

Recommendation:

N/A

Attachments: None



Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: May 7, 2024
SUBJECT: **Canal 147 Lower Matecumbe Restoration Project & Proposed New Special Assessment**

Background:

The Village is moving forward with a canal restoration project within Canal 147, Lower Matecumbe Key as part of its Canal Restoration Work Program. The project entails an organic removal, backfilling, and potential installation of an air curtain at the mouth of the canal. 100% of the project, from design through construction and monitoring, is being funded through a grant from the FDEP through the Stewardship Act program. However, the operation and maintenance of the air curtain would incur ongoing routine costs that are not covered under the grant. The Village is proposing establishing a new special taxing district and assessment for those property owners living along the canal to fund these operating and maintenance costs. The assessment would be divided among the affected property owners through an established method. This presentation will briefly outline the background, reasoning, and steps necessary to move forward with this component of the project if desirable by the Council and the affected property owners.

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: 1. Canal 147 MSBU 050724 RVCM

Canal 147 Restoration Project

Proposed New Special Assessment

May 7, 2024 Regular Village Council Meeting



Islamorada
Village of Islands

Canal Restoration Work Plan

- Florida Keys Area of Critical State Concern
- In 2020 - The Governor & Cabinet adopted a new rule (**Rule 28-19.310**) amending the Islamorada Comprehensive Plan to include a 10-year Canal Restoration Implementation work program
- Provides framework and accountability for implementing canal restoration projects
- The Village is required to annually report to the State on the achievement of the work program tasks



Canal Restoration Ranking Summary

- 63 canals throughout Village
- Technologies:
 - Organic Removal
 - Backfilling
 - Weed gate/Air curtain
 - Infiltration well
 - Culvert pipe



VILLAGE OF ISLAMORADA UPDATED CANAL WATER QUALITY IMPROVEMENT PROJECT RANKING EVALUATION

PREPARED FOR:

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

PREPARED BY:

WOOD ENVIRONMENT AND INFRASTRUCTURE SOLUTIONS, INC.
16250 NW 59th Avenue, Suite 206
Miami Lakes, Florida 33014

Wood Project No. 6783-20-3265

July 2021

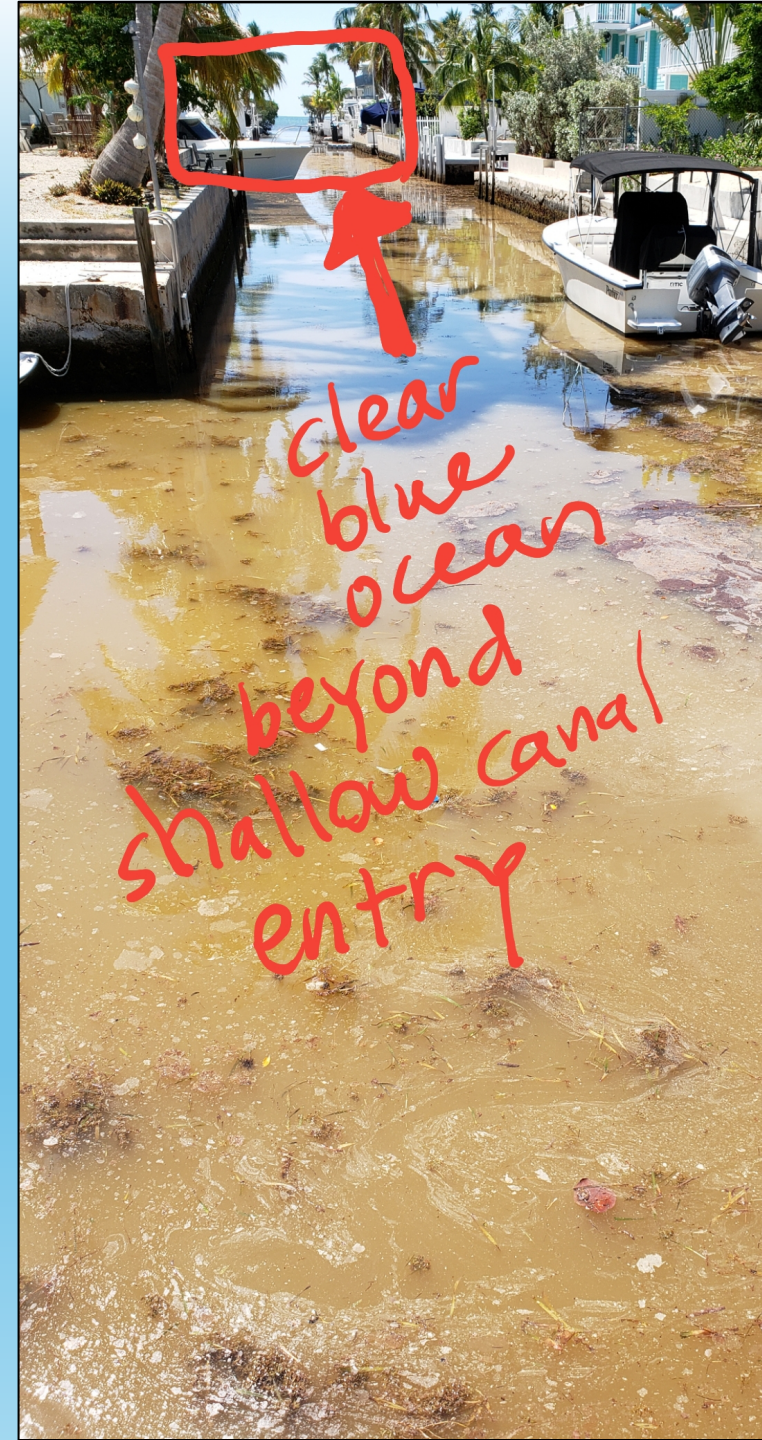


Canal Restoration Ranking List

Canal Ranking	Canal Name	Island Name	2021 Total Score	Recommended Technology	Conceptual Restoration Cost
1	147 LOWER MATECUMBE KEY	LOWER MATECUMBE KEY	116	Weedgate, Organic Removal, and Backfilling	\$2,268,836
2	132 PLANTATION KEY	PLANTATION KEY	115	Injection Well and Backfilling	\$2,000,000
3	114 PLANTATION KEY	PLANTATION KEY	102	Backfill and Injection Well	\$879,573
4	115 PLANTATION KEY	PLANTATION KEY	98	Backfill	\$1,545,042
5	152 LOWER MATECUMBE KEY	LOWER MATECUMBE KEY	95	Culvert	\$408,196
6	116 PLANTATION KEY	PLANTATION KEY	92	Backfill	\$652,536
7	151 LOWER MATECUMBE KEY	LOWER MATECUMBE KEY	89	Culvert	\$267,377
8	145 LOWER MATECUMBE KEY	LOWER MATECUMBE KEY	87	Organic Removal and Backfill	\$4,964,804
9	148 LOWER MATECUMBE KEY	LOWER MATECUMBE KEY	84	Organic Removal and Backfill	\$3,780,653
10	143 UPPER MATECUMBE	UPPER MATECUMBE	80	Backfill	\$1,714,500
11	111 PLANTATION KEY	PLANTATION KEY	78	Weedgate, Organic Removal, Backfill and Culvert	\$7,727,180
12	157 LOWER MATECUMBE KEY	LOWER MATECUMBE KEY	76	Weedgate, Organic Removal, Backfilling, and Culvert	\$26,949,533
13	137 PLANTATION KEY	PLANTATION KEY	72	Organic Removal and Backfill	\$4,582,913
14	119 PLANTATION KEY	PLANTATION KEY	71	Backfill	\$570,551
15	109 PLANTATION KEY	PLANTATION KEY	69	Weedgate, Organic Removal, Backfill and Culvert	\$11,727,408
16	107 PLANTATION KEY	PLANTATION KEY	68	Weedgate, Organic Removal, Backfill and Culvert	\$24,945,292
17	121 PLANTATION KEY	PLANTATION KEY	68	Backfill	\$2,009,561 ³

Canal 147





Canal 147 - Organic Removal, Backfill and Air Curtain

\$2.5m DEP Stewardship grant funding the project



Canal 148

Matecumbe Resort



Proposed New Taxing District

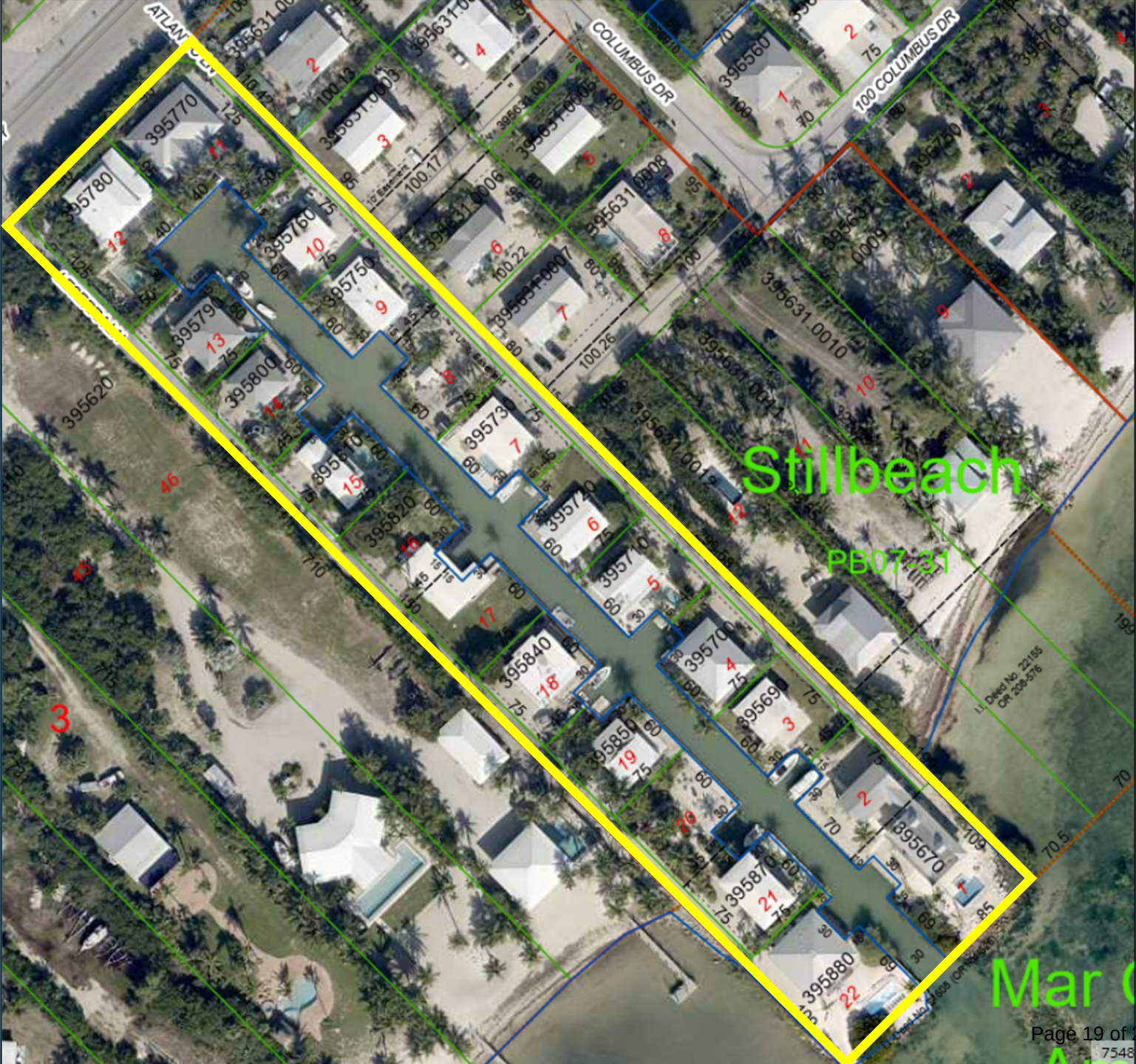
Atlantic & Leserra Lanes

(to operate & maintain air curtain)

Estimated Annual Costs

Operation & Maintenance	\$16,100
Village Admin fee (5%)	\$805
Statutory Discount fee (5%)	\$805
Tax Collector Fee	\$1,000
Anser's fee & study cost	\$7,500
Total Annual Cost	\$26,210

/18 parcels = \$1,456 per year
/22 lots = \$1,191 per year



April 1, 2024

Via Electronic Transmission

Peter Frezza, Environmental Resources Manager
Islamorada, Village of Islands
86800 Overseas Hwy, 3rd Floor
Islamorada, FL 33036

**Re: New Canal Restoration Assessment Program to Fund Maintenance Costs
Canal 147**

Dear Peter:

This correspondence is written to present a proposal for Anser Advisory Consulting, LLC, formerly known as Government Services Group, Inc. (Anser) to provide specialized assistance to Islamorada, Village of Islands (Village) and its staff in the development of and assessment program to fund maintenance of the Canal 147 Restoration project and collected on the November 2025 tax bill.

Enclosed as Appendix A is a proposed scope of services, fees, deliverables and payment schedule to assist the Village in the development and implementation of an assessment program for maintenance of the Canal 147 Project. The work effort for the project will be on a lump sum fee basis as outlined in Appendix A; a lump sum method of compensation eliminates any uncertainty in the total fee.

We look forward to working with Islamorada, Village of Islands on this very important project. If you have any questions, please do not hesitate to contact me.

Sincerely,



Sandi Neubarth
Assistant Director
Sandi.Neubarth@anseradvisory.com

Scope of Services

- Task 1: Evaluate Canal 147 Project** Determine and obtain the necessary data to develop the apportionment methodology; such data will include the GIS database and tax roll information. Locate the Canal Projects and determine the benefited properties.
- Task 2: Develop the Apportionment Methodology** Using the current ad valorem tax roll, project cost data and defined project benefit areas, develop the method of apportionment, classification of properties and the use of the data on the assessment roll. Review the assessment methodology for legal sufficiency and compatibility with all methods of collection.
- Task 3: Determine Preliminary Revenue Requirements** Advise the Village in determining the total canal improvement revenue requirements to ensure the Village recovers the costs of: (a) net revenue requirements, (b) implementing the program, and (c) collecting the assessments.
- Task 4: Develop Preliminary Assessment Roll Database** Using the current ad valorem tax roll, create a preliminary assessment roll database. Test the sufficiency of the database by developing reports to access property information.
- Task 5: Apply Apportionment Methodology to Database** Apply the apportionment methodology to the preliminary assessment roll database to test the data validity and legal sufficiency. Revise the apportionment methodology as necessary.
- Task 6: Calculate a Preliminary Proforma Schedule of Rates** Using the developed assessment roll, calculate a proforma schedule of rates based on the developed apportionment methodology and revenue requirements for the assessment program.
- Task 7: Prepare and Present Assessment Memorandum** Prepare and present an Assessment Memorandum, which documents proposed apportionment methodology and proforma assessment rates.
- Task 8: Advise and assist with drafting of assessment ordinance, if required.** Provide advice, assistance and review of the assessment ordinance required to impose the assessment program and drafted by the Village Attorney.
- Task 9: Advise and assist with drafting of assessment resolution.** Provide advice, assistance and review of the initial and final assessment resolution that conform to the assessment ordinance to impose assessment, describe the apportionment methodology and adopt final assessment rates.
- Task 10: Assist with Rate Adoption Process** Advise and assist with fulfilling the legal requirements for the adoption of the final assessment rate resolution including: (a) the development of the first class notice and its distribution, (b) publication of the public hearing, and (c) attendance via Zoom at the public hearing.
- Task 11: Delivery of the Assessment Roll to the Tax Collector** Assist the Village with the delivery of the assessment roll to the Monroe County Tax Collector for collection using the Uniform Method.



Next Steps

- **Staff is holding a neighborhood meeting – Thursday, May 9**
- **Property owners will be asked to vote – via a mailed letter**
 - **Project would move forward with > 50% of the property owners voting yes**
- **Publishing and running a ‘Notice of Intent’ (4 weeks) for the proposed non-ad valorem assessment program**
- **Village Council Resolution concerning the potential use of the uniform method to collect a new non-ad valorem assessment**
- **Tonight from Council – direction on moving forward with this program with Anser's assistance?**



Council Communication

To: Mayor and Village Council
From:
Date: May 7, 2024
SUBJECT: Discussion Surrounding Prioritization of BPAS and Administrative Relief Allocations (Council Member Gregg) POCKET

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: 1. Gregg - Mayor-Council Communication
2. Data Request - Vacant Parcels

Policy 1-3.1.2: Maintain Programs For Conservation Of Lands Within Islamorada

The Islamorada Village of Islands Council shall maintain an Action Plan for the Village, developed by the Village's Land Acquisition Advisory Committee, in conjunction with Village staff. This Action Plan shall recommend the best means for land acquisition and conservation including retiring development rights from the vacant lands within the Village, while protecting private property rights, and may include programs such as: a general tax; a transfer tax; tax reduction for easements; unity of title; voluntary dedication; establishment of a Land Trust; outright acquisition; grantsmanship and/or fundraising events. The Action Plan shall include a system for continued monitoring, evaluation and update of the adopted programs.

The Land Acquisition Selection System shall be maintained to affirm the Village's future conservation/ecological infrastructure, in coordination with the Monroe County Land Authority, current and proposed Land Development Regulations, and Comprehensive Plan policies. Evaluation of each of the current LAAC priority properties and other potential conservation properties in the Village shall be completed, and shall result in an amended conservation lands listing. Subsequently, during the following budget cycle, the Village shall prepare a Capital Investment Plan for land acquisition and purchase of development rights in coordination with regional, State, Federal and private non-profit programs, including but not limited to the Department of Environmental Protection (CARL), the Monroe County Land Authority, the Department of Community Affairs and other agencies with an interest in conservation lands. This Capital Investment Plan shall be incorporated into the Village's Capital Improvement Program.

The Village shall continue to coordinate with regional, State, Federal and private non-profit programs, including but not limited to the Department of Environmental Protection (CARL/Florida Forever), the Monroe County Land Authority, the Trust for Public Lands, and the Department of Community Affairs (Florida Communities Trust) for the acquisition of properties consistent with the Action Plan.





Policy 6-1.4.17: Development Within Tropical Hardwood Hammock

Islamorada, Village of Islands shall maintain Land Development Regulations implementing the Building Permit Allocation System (BPAS) described in Policy 1-3.1.1. The Village shall provide disincentives in the BPAS to developments proposed within hardwood hammocks which may adversely impact plant and animal species designated as endangered, threatened or of special concern by a State or Federal agency. These regulations shall also apply to the Village list of regionally important plant species.



Q1-2024	Market Rate Applications (with & without Land Dedication Points)						RECOMMENDED FOR ALLOCATION: 0				
Rank	Permit #	Name	Date of Application	Time of Application	Score	Key	Subdivision	Lot	Block	RE No.	
1	PRSFC201901157	Samurai Conchstruction LLC (Land Dedication)	4/14/2022	2:20:00 PM	26	Upper Matecumbe	Bay Hammock Community	17	-	00403041-001700	
2	PRSFC202100516	Martinez, Lazaro & Marialina (Land Dedication)	6/27/2022	3:08:00 PM	25	Lower Matecumbe	Marlin Beach	22	H	00393860-000000	
3	PRSFC201800385	Perez, George (Land Dedication)	4/4/2022	10:23:00 AM	24	Plantation Key	Coral Shores	18	-	00411410-000000	
4	PRSFC202101687	Harborgate Limited Partnership (Land Dedication)	5/10/2022	2:30:00 PM	23	Upper Matecumbe	Bay Hammock Community	7		00403041-000700	
5	PRSFC202100870	Harborgate Limited Partnership (Land Dedication)	4/12/2022	1:00:00 PM	22	Upper Matecumbe	Bay Hammock Community	6		00403041-000600	
6	PRSFC202000472	LEON WILLIAM & JACKELINE	5/27/2021	1:10:00 PM	18	Lower Matecumbe	WHITE MARLIN BEACH SEC 1	18	E	00392990-001000	
7	PRSFC202100428	RUIZ JORGE ALBERTO	6/16/2021	12:53:00 PM	18	Lower Matecumbe	Port Antigua Plat No. 1	11		00394486-001100	
8	PRSFC202001015	NICHOLS GARY & BETH	6/25/2021	10:36:00 AM	18	Lower Matecumbe	Lower Matecumbe Beach	9	2	00388960-000100	
9	PRSFC202001254	Burstyn, Samuel	8/2/2021	12:00:00 PM	18	Lower Matecumbe	Port Antigua Plat 5&6 PB6-25	317		00394489-012000	
10	PRSFC202100688	Jaquelyn Wrenn Ekblom	8/5/2021	2:07:00 PM	18	Plantation Key	Fontaine Lake Estates	11	5	00433080-000000	
11	PRSFC201901572	Morejon, Orlando and Annmarie	8/23/2021	2:20:00 PM	18	Upper Matecumbe	Russell Estates			00404060-000100	
12	PRSFC202100572	Morejon, Orlando and Annmarie	9/24/2021	11:00:00 AM	18	Upper Matecumbe	Russell Estates			00404060-000300	
13	PRSFC202100850	Lindback, Craig	10/12/2021	1:06:00 PM	18	Plantation Key	Plantation Key Colony	43	3	00426140-000200	
14	PRSFC202100751	Torres, David and Sothsoler	10/25/2021	12:11:00 PM	18	Lower Matecumbe	Port Antigua Plat No 2	58		00394487-001500	
15	PRSFC202100433	Makulu LLC	10/29/2021	11:44:00 AM	18	Plantation Key	Tavernero	19	1	00437493-002001	
16	PRSFC202101234	Morales Rev Living Trust	11/22/2021	2:17:00 PM	18	Plantation Key	Sunshine Estates	7	1	00434630-000000	
17	PRSFC202101237	Tiedemann, Jocelyn	12/1/2021	11:59:00 AM	18	Plantation Key	Key Heights Sect 2	21	4	00416180-000000	
27	PRSFC202101049	Ferguson, James	1/14/2022	9:54:00 AM	18	Plantation Key	Indian Waterways	33	2	00422920-000000	
28	PRSFC202101339	RCM of Florida LP	1/31/2022	10:33:00 AM	18	Lower Matecumbe	Mat Ocean Bay	9	3	00395240-000000	
18	PRSFC202101553	Egret Investments Limited Partnership	8/30/2022	10:40:00 AM	18	Lower Matecumbe	Lower Matecumbe Beach	27-28	3	00389440-000000	
19	PRSFC201802189	CBT Construction and Development, Inc.	4/11/2019	1:22:00 PM	17	Plantation Key	Indian Harbor	16	9	00421920-000000	
20	PRSFC201900719	Holly Lynn Ernstes-Jones Revocable Trust	10/24/2019	3:48:00 PM	17	Upper Matecumbe	Bay Hammock Community	33	-	00403041-003300	
21	PRSFC202000659	Islamorada Realty Invesment Trust	7/31/2020	9:15:00 AM	17	Plantation Key	Plantation Key Colony	28	11	00429010-000000	
22	PRSFC202000667	Islamorada Realty Invesment Trust	7/31/2020	9:16:00 AM	17	Plantation Key	Plantation Key Colony	27	11	00429000-000000	
23	PRSFC202000719	Islamorada Realty Investment Trust	8/17/2020	10:00:00 AM	17	Plantation Key	Plantation Key Colony	25	4	00426430-000000	
24	PRSFC202100240	Gode, A.J and P.J.	9/27/2021	3:18:00 PM	17	Lower Matecumbe	Lower Matecumbe Beach	3	3	00389160-000000	
25	PRSFC202100571	Morejon, Orlando and Annmarie	10/29/2021	11:50:00 AM	17	Upper Matecumbe	Russell Estates			00404060-000200	
26	PRSFC202100954	Vaughn, Ray	11/1/2021	11:45:00 PM	17	Plantation Key	Edenair	8	1	00433470-000000	
39	PRSFC202101286	Whitehill, Doria, Gregory, Alligood, Simpson	2/22/2022	10:20:00 AM	17	Plantation Key	Venetian Shores No 2	4	18	00408320-000000	
40	PRSFC202200068	Islamorada Realty Investment Trust	3/30/2022	12:32:00 PM	17	Lower Matecumbe	Matecumbe Ocean Bay Sec 2			00397120-000000	
29	PRSFC202000300	4 KEYS INVESTMENTS AND DEVELOPMENTS CORP	6/10/2022	11:00:00 AM	17	Lower Matecumbe	WHITE MARLIN BEACH SEC 1	16	I	00393270-000000	
30	PRSFC202200149	Villamil Carlos and Vicente Sonia	9/1/2022	2:00:00 PM	17	Plantation Key	Plantation Key Colony	20	15	00431260-000100	
31	PRSFC202101283	Martin, Akalia	9/16/2022	10:40:00 AM	17	Plantation Key	Tropical Atlantic Shores 1 Add	25	6	00436950-000000	
32	PRSFC202100967	Schrader, Kathleen	9/16/2022	10:41:00 AM	17	Plantation Key	Tavernero	11	1	00437493-001100	
33	PRSFC202200170	Sanders Charles Revocable Living Trust	9/23/2022	2:00:00 PM	17	Lower Matecumbe	WHITE MARLIN BEACH SEC 1	23	G	00393580-000000	
34	PRSFC202100988	162 Sunset Dr LLC	10/20/2022	12:50:00 PM	17	Lower Matecumbe	Lower Matecumbe Beach	16	3	00389310-000000	
43	PRSFC202201313	McKeown, James	1/23/2023	1:05:00 PM	17	Plantation Key	Tavernero	7	2	00437493-003700	
44	PRSFC202200812	Weber, Craig	3/30/2023	10:00:00 AM	17	Plantation Key	Venetian Shores Plat No 2	8	10	00407150-000100	
35	PRSFC202200369	SCHAFER BRYANNA LEIGH	12/20/2023	10:00:00 AM	17	Plantation Key	Plantation Beach	27	7	00414000-000100	
36	PRSFC201800860	LAZZERI JEFF & JULIE	4/2/2020	2:15:00 PM	16	Plantation Key	Plantation Lakes Estates	39	-	00093420-003801	
48	PRSFC201801827	Paulo & Kellen Paiva	2/4/2021	12:15:00 PM	16	Upper Matecumbe	Bay Hammock Community	20	-	00403041-000100	
49	PRSFC201801826	Paulo & Kellen Paiva	2/5/2021	8:00:00 AM	16	Upper Matecumbe	Bay Hammock Community	1	-	00403041-002000	
37	PRSFC202001406	FERNANDEZ VIVIAN M & DOCAMPO JOSE A	5/13/2021	8:19:00 AM	16	Lower Matecumbe	Lower Matecumbe Beach	4	1	00388710-000000	
38	PRSFC202100804	Island Investment Partners Inc.	10/12/2021	11:08:00 AM	16	Plantation Key	Ventetian Shores Plat No 2	1	13	00407550-000000	
41	PRSFC202101379	Lonnborg, Ronald	5/11/2022	3:00:00 PM	16	Plantation Key	Plantation Beach	4	8	00414060-000000	
42	PRSFC202101424	Venezia Land Trust Number Two	8/19/2022	8:40:00 AM	16	Plantation Key	Plantation Key Colony	2	7	00427330-000100	
45	PRSFC202300511	Craig & Cheryl McBay	7/19/2023	10:30:00 AM	16	Plantation Key	Plantation Ridge	17 & 18	2	00412030-000100	
54	PRSFC201901501	Weeks, Donald	3/16/2020	8:00:00 AM	15	Plantation Key	Plantation Lake Estates	8	-	00093420-000901	
46	PRSFC202000351	Keys Basin LLC	10/7/2020	10:30:00 AM	15	Plantation Key	Vacation Village	1	1	00417470-000000	
47	PRSFC202000352	Keys Basin LLC	10/7/2020	10:31:00 AM	15	Plantation Key	Plantation Village	1	1	00417470-000000	
50	PRSFC202100795	MAZAL 233 LLC	9/27/2021	11:05:00 AM	15	Plantation Key	Key Heights Sect 2	5	7	00416500-000000	
51	PRSFC202100796	MAZAL 233 LLC	9/27/2021	11:22:00 AM	15	Plantation Key	Key Heights Sect 2	6	7	00416510-000000	
52	PRSFC202200078	Rodriquez, Robert	4/26/2022	12:00:00 PM	15	Plantation Key	Plantation Key Colony	11	7	00427430-000000	
53	PRSFC202000057	LINDBACK CARL ESTATE	6/29/2023	4:00:00 PM	15	Plantation Key	Tavernero	24	1	00437493-002400	
58	PRSFC202201342	Weidler Thomas	1/23/2023	12:30:00 PM	14	Plantation Key	Plantation Shores	18	3	00418621-004600	
55	PRSFC202201031	MEDINA DELIO I REVOCABLE TRUST	6/12/2023	12:00:00 PM	14	Lower Matecumbe	Port Antigua	144		00394488-004700	
56	PRSFC202000794	Hopman, Andreas	9/16/2020	10:30:00 AM	13	Lower Matecumbe	Lower Matecumbe Beach	19	4	00389820-000100	
57	PRSFC202200455	Lesko, Brian and Jodi Lynn	9/8/2022	3:00:00 PM	13	Plantation Key	Bay Hammock Community	25		00403041-002500	
59	PRSFC202000555	Ewald, Nicholas	4/30/2021	11:30:00 AM	11	Plantation Key	Plantation Beach	7	2	00413760-000000	
60	PRSFC202200496	Cockerham, Mark	8/4/2022	9:48:00 AM	10	Upper Matecumbe		6(9)		00096220-000300	

Rank	Permit #	Name	Date of Application	Time of Application	Score	Key	Subdivision	Lot	Block	RE No.
61	PRSFC202001140	Gregg, Mark	1/31/2022	10:15:00 AM	8	Plantation Key	Toners Nautical Shores			00412230-000000
62	PRSFC202200154	102 Bayview LLC	5/2/2023	11:30:00 AM	4	Lower Matecumbe	Safety Harbor	22	7	0039211-000000
63	PRSFC202000130	Rosa Maria Z Walchli REV Trust 11/5/2008	10/20/2020	9:27:00 AM	3	Plantation Key	Fontaine Lake Estates	2	5	00432990-000000



Council Communication

To: Mayor and Village Council
From: Jennifer DeBoisbriand , Planning Director
Date: May 9, 2024
SUBJECT: **Reservation of Early Evacuation Affordable Allocations for Village Use
- TAB B**

Background:

The Village has received 300 early evacuation affordable units from the State of Florida. The Council adopted a Comprehensive Plan amendment to allow the distribution of 30 per year for the next 10 years. The council has asked that the staff look at reserving some for village use. Either as used for beneficial use or for the Village's development of affordable housing.

Analysis:

Currently, the Village has the following available allocations:

23 market rate allocations available for Administrative/Beneficial Use

10 market rate allocations available through 2026 (7 available in 2024, 2 available in 2025, 1 available in 2026)

The total number of market rate applications awaiting a BPAS allocation as of Q1 2024 is 62. See the chart below for the calculation of the required allocations:

# Available	Total Required	Potential Reservation Required for Beneficial Use
33 Market Rate (23 Administrative Relief, 10 Market Rate w/wo land dedication	62	29

Staff also looked at the list of Village Owned Properties suitable for affordable housing. Of the four on the list, 2 would need zoning changes to allow affordable development. The developability of the other 2 are as follows:

Parcel ID: 00418030-000000, Address: Vacant parcel, parcel size 21,950 sq ft. zoned R1, allowed density – 4 affordable units fronting on US 1.

Parcel ID: 00400120-000000, Address: 81981 Overseas Hwy, parcel size 1.15 acres, zoned VC, allowed density – 15 affordable units.

A total of 19 units would be potentially available right away without rezoning or special approvals.

At this time, staff would recommend the Village Council reserve 50 allocations for Village use.

Budget Impact:

The reservation of units would have no budget impact.

Staff Impact:

Staff impact would be staff time to track the reserved allocations.

Recommendation:

Staff recommends approval of the attached resolution.

Attachments: 1. Proposed Early Evacuation Reservations

Clearing - Flamingo Hammock Lots in BPAS

Address	Total Lot sq ft	Clearing sq ft	GOCEA sq ft
6 Flamingo Hammock	13351	6675	6675
7 Flamingo Hammock	12413	6206	6207
17 Flamingo Hammock	18669	9165	9504
25 Flamingo Hammock	17561	8781	8780

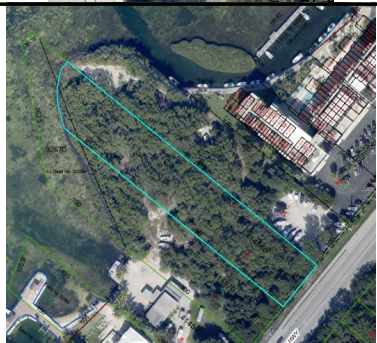
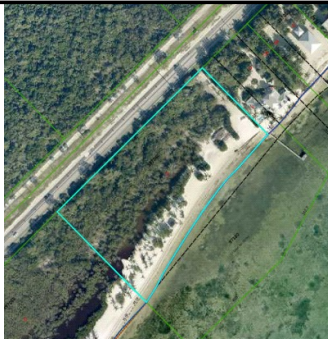
BPAS LIST - ASSESSED OVER 500k

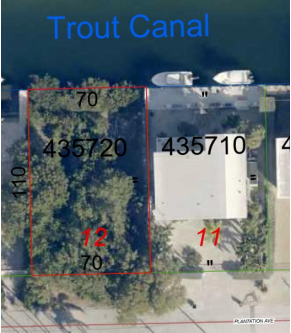
Rank	Name	Eligible For Admin Relief	Date of Application	Time of Application	Score	Total Assessed Value	RE No.
18	RCM of Florida LP	1/31/2026	1/31/2022	10:33:00 AM	18	\$ 1,007,493.00	00395240-000000
19	Egret Investments Limited Partnership	8/30/2026	8/30/2022	10:40:00 AM	18	\$ 706,630.00	00389440-000000
48	Keys Basin LLC	10/7/2024	10/7/2020	10:30:00 AM	15	\$ 593,192.00	00417470-000000
49	Keys Basin LLC	10/7/2024	10/7/2020	10:31:00 AM	15	\$ 593,192.00	00417470-000000
43	Island Investment Partners Inc.	10/12/2025	10/12/2021	11:08:00 AM	16	\$ 515,233.00	00407550-000000
29	Islamorada Realty Investment Trust	3/30/2026	3/30/2022	12:32:00 PM	17	\$ 503,630.00	00397120-000000

VACANT RESIDENTIAL PARCELS - ASSESSED VALUE OVER 500k

PICTURE/LOCATION	PARCEL ID	NAME	YR SOLD	SALE PRICE	LOCATION	KEYNAME	SUBDIVISION	ZONING	TOTAL ASSESSED VALUE
	00393960-000000	VILLA O LLC	2021	\$ 1,850,000.00	74910 OVERSEAS HWY	LOWER MATECUMBE KEY	MATECUMBE SANDY BEACH	R1	\$ 1,699,347.00
NOTES:									
	00093800-000000	SCOZAK REALTY INC	2019	\$ 100.00	VACANT OLD HWY	WINDLEY KEY		RE	\$ 1,593,396.00
NOTES:									
	00412241-000600	GOWL MICHAEL	2022	\$ 10,000,000.00	VACANT LAND	PLANTATION KEY	PLANTATION POINT	R1	\$ 1,423,240.00
NOTES:									
	00395520-000000	TRAMMELL JULIA	2015	\$ 750,000.00	VACANT LAND	LOWER MATECUMBE KEY	MATE OCEAN BAY SUBD SEC 1 AMD EXT	RE	\$ 1,230,548.00

PICTURE/LOCATION	PARCEL ID	NAME	YR SOLD	SALE PRICE	LOCATION	KEYNAME	SUBDIVISION	ZONING	TOTAL ASSESSED VALUE
	NOTES: Could be unified with adjacent same owner parcel								
	00391900-000000	LASHLEY JAMES K	2019	\$ 3,400,000.00	VACANT LAND	LOWER MATECUMBE KEY	SAFETY HARBOR SEC 1	R1M	\$ 1,004,589.00
	NOTES: Could/should be unified with adjacent same owner parcel								
	00406520-000000	CHASTAIN MICHELLE ELIZABETH	2019	\$ 950,000.00	VACANT LAND	PLANTATION KEY	VENETIAN SHORES NO 1	R1	\$ 718,740.00
	NOTES: Could be unified								
	00389440-000000	EGRET INVESTMENTS LIMITED PARTNERSHIP	2020	\$ 225,000.00	VACANT SUNSET DR	LOWER MATECUMBE KEY	LOWER MATECUMBE BEACH	R1	\$ 706,630.00
	NOTES: Should/could be unified with adjacent same owner parcels - ALSO ON BPAS LIST								
	00437493-005100	DAVIS BRANDON J	2021	\$ -	VACANT AIRPORT RD	PLANTATION KEY	TAVERNAERO	TA	\$ 695,143.00

PICTURE/LOCATION	PARCEL ID	NAME	YR SOLD	SALE PRICE	LOCATION	KEYNAME	SUBDIVISION	ZONING	TOTAL ASSESSED VALUE
	NOTES:								
	00414560-000000	RORIRA LLC	2001	\$ 150,000.00	VACANT LAND	PLANTATION KEY	PLANTATION BEACH	R1	\$ 591,667.00
NOTES:									
	00093360-000000	LURAL INVESTMENT N V			VACANT LAND	PLANTATION KEY		NR	\$ 586,892.00
NOTES:									
	00397060-000000	EATON 1998 JOHN CRAIG FAMILY TRUST	2002	\$ 750,000.00	VACANT LAND	LOWER MATECUMBE KEY	MATECUMBE OCEAN BAY SEC 2	NR	\$ 575,120.00
NOTES:									
	00391490-000000	DIAS BERNARDO	2014	\$ 600,000.00	VACANT LAND	LOWER MATECUMBE KEY	SAFETY HARBOR SEC 1	R1M	\$ 563,826.00

PICTURE/LOCATION	PARCEL ID	NAME	YR SOLD	SALE PRICE	LOCATION	KEYNAME	SUBDIVISION	ZONING	TOTAL ASSESSED VALUE
	NOTES: Must be combined - unpermitted tiki on vacant parcel - SFC200800239 allocation back into admin relief								
	00435720-000000	JR ON THE BAY LLC	2023	\$ 1,250,000.00	VACANT LAND	PLANTATION KEY	SUNSHINE ESTATES SEC #2	R1	\$ 543,181.00
NOTES:									
	00394280-000000	SAPODILLA ASSET MANAGEMENT LLC	2022	\$ 4,100,000.00	VACANT LAND	LOWER MATECUMBE KEY	MATECUMBE SANDY BEACH	R1	\$ 528,821.00
NOTES: Should/could be unified with adjacent same owner parcels									

In BPAS



Council Communication

To: Mayor and Village Council
From: Marne McGrath, Village Clerk
Date: May 7, 2024
SUBJECT: **Committee Ordinance Old Business - LPA Appointments, Staggered Terms and Council Liaison Assignments - TAB 2**

Background:

Ordinance 23-05 was adopted in April 2023 to change the process for appointing committee members, to add staggered two-year terms, and to appoint Council Liaisons. An application period was established, and interested residents were invited to apply online or in person. Appointments were made to the majority of the committees in September 2023.

Section 30 -103(a) pertains to the LPA and stipulates that appointments, when available, are to be made at the May Council meeting. The ordinance stipulates membership is made of seven voting members who shall serve a term of two years. As existing members are eight months into their terms, there was no advertisement for additional applicants. Per Section 2-333 terms are to be staggered, though current membership does not reflect that standard.

Because the two-year appointments made in September did not contemplate staggered terms, staff reached out to all seven current members to determine if any were interested in a shortened term to help us get back on cadence. All expressed interest in serving their full two-year term. To implement the staggered terms, staff therefore recommends that Council consider extending either three or four existing appointments for an additional year. Should Council be interested in this option, additional background on the existing members is provided in the table below. Village Council nominated the current members in two rounds. The first round had a five-way tie, which led to a second round of nominations. Staggered terms for the remaining boards could be made at a future meeting after a process has been determined.

Cheryl Culberson - initial appointment date 09/28/23 - 4 nominations in the first round.
Patrick Foley - initial appointment date 02/09/23 - 4 nominations in the second round (3 nominations in the first round resulting in a five-way tie)
Deb Gillis - initial appointment date 05/20/21 - 5 nominations in the second round (3 nominations in the first round resulting in a five-way tie)
Tony Hammon - initial appointment date 11/20/14 - 4 nominations in the second round (3 nominations in the first round resulting in a five-way tie)
Lorie LaLonde - initial appointment date 05/21/20 - 4 nominations in the first round.
Susan Raffanello - initial appointment date 07/01/21 - 5 nominations in the second round (3 nominations in the first round resulting in a five-way tie)
James Rhyne - initial appointment date 09/28/23 - 5 nominations in the first round.

Analysis:

Section 2-334 notes that the Mayor shall annually appoint a Council Member Liaison to each committee. The Council Liaison is to provide periodic updates to the Council on their appointed committee, as requested by Council.

In deference to Council's already overloaded meeting schedules, it may behoove the Council Liaison to serve in a mostly collaborative role, which is consistent with how many other municipalities handle Council Liaison roles. They would not need to attend their Committee's meetings but could coordinate with the Chair to review their reports and speak on activities of their Committee should the need arise during Council Meetings. All Committees are listed for the Mayor's consideration.

Workforce/Affordable Housing Citizens' Advisory Committee

Historic Preservation Commission

Local Planning Agency (LPA)

Land Acquisition Advisory Committee

Near Shore Water Regulation Committee

Parks and Recreation Committee

Youth Council

Budget Impact:

There is no known budget impact associated with this item.

Staff Impact:

Council Liaisons may wish to confer with the staff liaisons, but that should be the only staff impact.

Recommendation:

Discuss the appointment of LPA Members and how to stagger their terms, and discuss the appointment of Council Liaisons. Should the discussion become an action item or if any motions are made, public comment should be opened for those items.

Attachments:

1. 23-05 Committee Appointments Ordinance
2. Committee Summary

ORDINANCE NO. 23-05

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION" CREATING A NEW ARTICLE V TO BE ENTITLED "VILLAGE BOARDS, COMMITTEES AND COMMISSIONS", SECTIONS 2-329 THROUGH 2-335; AMENDING CHAPTER 30 "LAND DEVELOPMENT REGULATIONS", ARTICLE III "DECISION MAKING AND OTHER ADMINISTRATIVE BODIES", DIVISION 3 "LOCAL PLANNING AGENCY", SECTION 30-103 OF THE VILLAGE CODE RELATING TO APPOINTMENT, REMOVAL, TERMS, AND VACANCIES; AMENDING CHAPTER 30 "LAND DEVELOPMENT REGULATIONS", ARTICLE VII "ENVIRONMENTAL REGULATIONS", DIVISION 7 "HISTORIC AND ARCHAEOLOGICAL SITES", SECTION 30-1693 RELATING TO THE HISTORIC PRESERVATION COMMISSION; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council") has a number of boards, committees and commissions of the Village that requires the Village Council to appoint members periodically; and

WHEREAS, the Village Council desires to provide for a uniform procedure for the appointment, removal and terms of members to various boards, committees and commissions of the Village; and

WHEREAS, the Village currently has boards, committees and commissions, but no uniform process of appointment, removal and terms of such members in the Village Code; and

WHEREAS, the Village Council finds that providing a uniform procedure and amending any inconsistent provisions in the Village Code for the process of appointment, removal and terms of such members is in the best interests of the Village and its residents.

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. Amendments to the Code.

(a) Chapter 2 entitled "Administration", is hereby amended to create Article V to be entitled "Village Boards, Committees And Commissions" as follows:

Additional text is shown as <u>underlined</u> ;	deleted text is shown as strikethrough
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ARTICLE V. – Village Board, Committees and Commissions.

Sec. 2-329. General.

The village council may create any board, committee or commission of the village as a governmental entity of the village, vested with the authority to make recommendations to the village council on matters of public interest that affect persons or property within the incorporated area of the village as prescribed in this section.

Sections 2-330 and 2-331 shall not apply to the Village's Youth Council so long as it remains in existence.

Sec. 2-330. Application and Selection Process.

Each applicant to a board, committee or commission of the village shall be a resident of the village at the time of appointment and during the appointee's term(s) in office. Appointments shall be made on the basis of civic pride, integrity, experience and interest in the field of concern in which such board, committee or commission shall be advising the village council. The village council shall attempt to nominate neighborhood activists, lawyers or other individuals from the business, financial and other segments of the community who, by virtue of their profession, business or civic involvement, have demonstrated interest in the field of concern of such board, committee or commission to which they seek appointment. Membership on any board, committee or commission should be representative of the community at large and reflect a broad cross section of the community.

Sec. 2-331. Letters of Interest and Presentations.

- (a) Each interested applicant shall submit to the village council, at the time and place, as directed by the village council, a Letter of Interest for the particular board, committee or commission such applicant is interested in being appointed. Such Letter of Interest shall provide information about the applicant setting forth their qualifications, experience and expertise, including, demonstrating their civic pride, integrity, experience and interest in the field of concern in which such board, committee or commission shall be advising the village council.
- (b) Applicants will be provided an opportunity to present their qualifications, experience and expertise to the village council, who may ask questions and further inquire as to the applicant's interest.

Sec. 2-332. Appointment to Board, Committee or Commission.

Each member of a board, committee or commission shall be appointed by a majority vote of the village council.

Sec. 2-333. Terms of Office.

Each member shall serve for a term of two (2) years, with the terms of the members being staggered for each board, committee or commission.

Sec. 2-334. Councilmember Liaison.

The mayor shall annually appoint to each board, committee or commission a councilmember liaison. The councilmember liaison shall provide periodic updates to the village council on their appointed boards, committees and commissions, as requested by the village council.

Sec. 2-335. Removal from Office.

- (a) Any member of any board, committee or commission, may be removed by a majority vote of the village council and shall be automatically removed by the village clerk upon three (3) unexcused absences from regular meetings of such board, committee or commission during a calendar year.
- (b) A member of a village board, committee or commission shall be deemed absent from a meeting when he or she is not present at the meeting at least 75 percent of its duration.
- (c) The provisions of this section may only be waived once by a four-fifths vote of the members of the full village council.
- (d) The provisions of this section shall not apply to those individuals who are members of a village board, committee or commission and who are:
 - 1. Reservists in the United States Armed Forces or members of the Florida National Guard, and have been ordered to active military duty for national, state, or homeland defense and due to such duty cannot attend board meetings; or
 - 2. Employees of agencies whose services are considered essential for national, state, or homeland defense and due to such services cannot attend board meetings.

(b) Chapter 30 entitled "Land Development Regulations", Article III entitled "Decision-Making and Administrative Bodies", Division 3 entitled "Local Planning Agency", Section 30-103 entitled "Membership: appointment, removal, terms, and vacancies" is hereby amended as follows:

Additional text is shown as underlined:

deleted text is shown as ~~striketrough~~

DIVISION 3. - LOCAL PLANNING AGENCY

Sec. 30-103. Membership: appointment, removal, terms, and vacancies.

- (a) The local planning agency shall be comprised of seven voting members. ~~Each member of the village council shall appoint one member to the local planning agency. The remaining two members shall be appointed by the village council based upon a super majority vote (four fifths votes) of the village council.~~ Each member shall serve for a term of two (2) years, with the terms of the members being staggered. Local planning agency member appointments, when available, shall be made during a regular village council meeting in May of each year and the term of the local planning agency members shall continue until appointments are made at a regular village council meeting in May of the following year. The appointment process shall be conducted in accordance with Chapter 2, Article V. In the event that the regular village council meeting in May is cancelled, the term of local planning agency members shall not expire until appointments are made at the next regular village council meeting.
- (b) Where required by state statute, by majority vote the village council may appoint individuals, organizations or their designee to serve in an advisory capacity as nonvoting members of the local planning agency. These nonvoting members may include, but are not limited to, representatives of area schools or the county school board.
- (c) One member of each village established citizens' advisory committee and the Historic Preservation Commission may serve as a voting member of the local planning agency. One or more members of the local planning agency may serve on a village established charter review committee.
- (d) ~~The appointing village council member~~ village council may replace a local planning agency member with or without cause at any regular village council meeting. ~~The two local planning agency members appointed by a super majority vote (four/fifths votes) of the village council may be replaced with or without cause at any regular village council meeting by a super majority vote (four/fifths votes) of the village council.~~ Replacements shall serve the remainder of the original term. Nonvoting members may be removed by majority vote of the village council without cause.
- (e) No voting member shall serve more than ~~three~~ two (2) consecutive terms unless the village council votes by super majority (four/fifths votes) to approve re-appointment for additional consecutive terms.
- (f) At an annual organizational meeting, the members of the local planning agency shall elect one of their members as chairman and one as vice-chairman. In the absence of the chairman, the vice-chairman shall act as the chairman and shall have all the powers of the chairman. The chairman shall serve a term of one year. No member shall serve as chairman for more than two consecutive terms unless the local planning agency votes by super majority (majority plus one of voting members present and voting) to approve re-appointment for additional consecutive terms.

- (g) The chairman (or vice-chairman acting in the capacity of chairman) shall serve as the presiding officer of any meeting of the local planning agency. The presiding officer or designee shall be in charge of all proceedings before the local planning agency, and shall take such action as shall be necessary to preserve order and the integrity of all proceedings before the local planning agency. In the event that the chairman or vice-chairman are unavailable, the voting members of the local planning agency who are present shall by majority vote select a voting member to act as presiding officer for the meeting in question.
- (h) Should any voting member of the local planning agency miss three consecutive meetings without being excused by the chairman, whether regular meetings or special meetings, that person shall be disqualified as a voting member of the local planning agency. Thereafter, the ~~appointing councilmember~~ village council shall fill the vacancy thereby created as soon as practicable. ~~Should the disqualified member have been appointed by a super majority vote (four fifths votes) of the village council, then the village council shall fill the vacancy by super majority vote (four fifths votes) as soon as practicable.~~
- (i) All provisions of Chapter 2, Article V entitled "Village Boards, Committees and Commissions" of the Code not inconsistent with the provisions of this section 30-103 shall apply.

(c) Chapter 30 entitled "Land Development Regulations", Article VII entitled "Environmental Regulations", Division 7 entitled "Historic and Archaeological Sites", Section 30-1693 entitled "Historic preservation commission" is hereby amended as follows:

Additional text is shown as <u>underlined</u> ;	deleted text is shown as strikethrough
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DIVISION 7. - HISTORIC AND ARCHAEOLOGICAL SITES

Sec. 30-1693. Historic preservation commission.

- (a) *Historic preservation commission:* The historic preservation commission (HPC) is a governmental agency of the village. The HPC is vested with the authority to make recommendations to the village council on the designation and regulation of village historic structures within a designated historic district and landmarks within the incorporated area of the village as prescribed in this division.
- (b) *Appointment and membership qualifications:* The HPC consists of five members each appointed by a majority vote of the village council. Each member shall be a resident of the village at the time of appointment and during the member's term(s) in office. Appointments shall be made on the basis of civic pride, integrity, experience and interest in the field of historic preservation. The village council shall attempt to nominate architects, realtors, archaeologists, historians, neighborhood activists, lawyers or other individuals from the business, financial and other segments of the community who, by virtue of their profession, business or civic involvement, have

demonstrated concern for historic preservation. Membership on the board should be representative of the community at large and reflect a broad cross section of the community.

- (c) *Membership removal, terms, and vacancies:* The HPC members shall serve ~~overlapping-staggered~~ terms of ~~three-two~~ years. HPC members serve without compensation, but are entitled to the reimbursement of expenses as provided in F.S. § 112.061.
- (d) *Organization and administration:* The members of the HPC shall elect a chairperson and vice chairperson, for a one-year term each. The chairperson or, in the absence of the chairperson, the vice-chairperson, shall preside at all meetings and may vote. The director of planning and development services shall designate staff to advise and provide clerical support to the HPC. The village attorney shall be the attorney to the HPC. The director of planning and development services shall be the custodian of all HPC records. The HPC shall meet at least once per month at a date and time established by the HPC, unless there is no business pending.
- (e) *Notice:* Notice of meetings required under this division shall be given in accordance with section 30-213 of the Village Code.
- (f) *Public hearings:* All hearings required under this division shall be conducted in accordance with section 30-213 of the Village Code.
- (g) *Powers and duties:* The HPC has the following powers and duties:
 - (1) Adoption of its own procedural rules and regulations as necessary for the conduct of its business;
 - (2) Investigate and recommend to the village council the adoption of ordinances designating buildings, structures, sites having special historic, architectural and archaeological value as landmarks or historic districts, and if necessary, recommend rescission of such designations;
 - (3) Investigate and recommend to the village council the adoption of ordinances on whether a substantially damaged designated historic building, structure, object, or site may be reconstructed using the criteria set forth in this division;
 - (4) Conduct surveys of historically, architecturally and archaeologically significant structures and districts within the village;
 - (5) Advise the village council on all matters related to historic preservation policy, including the use, administration, and maintenance of publicly-owned historic landmarks;
 - (6) Make recommendations on nominations of a historic property to the National Register of Historic Places;
 - (7) Increase public awareness of the value of historic and architectural preservation by developing and participating in public education programs;
 - (8) Make recommendations to the village council concerning utilization of state, federal and private funds to promote the preservation of significant structures and historic districts within the village;

- (9) Make recommendations to the village council concerning acquisition of a significant structure where its preservation is essential to the purposes of this act and where private preservation is not feasible;
 - (10) Review applications for special certificates of appropriateness and make recommendations to the village council regarding such applications; and
 - (11) Undertake any other action or activity specifically delegated to it or requested by the village council.
- (h) The HPC shall meet no less than four times per year. At a minimum of one meeting each year, the HPC shall identify those structures within the village which are historically, architecturally or archaeologically significant. The findings of the HPC shall be transmitted to the village council after each meeting of the HPC, for the review and consideration of the village council. The HPC shall otherwise encourage the identification, preservation and protection of historically, architecturally or archaeologically significant structures and sites.
- (i) All provisions of Chapter 2, Article V entitled "Village Boards, Committees and Commissions" of the Code not inconsistent with the provisions of this section 30-1693 shall apply.

Section 3. Repeal of Conflicting Provisions. The Provisions of the Village of Islamorada Code and all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 4. Severability. The provisions of this Ordinance are declared to be severable and if any sentence, section, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sentences, sections, clauses or phrases of the Ordinance but they shall remain in effect it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Inclusion in the Code. It is the intention of the Village Council and it is hereby ordained the provisions of this Ordinance shall become and be made part of the Village of Islamorada Code, that sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 7. **Effective Date.** This Ordinance shall become effective immediately upon adoption.

The foregoing Ordinance was offered by Council Member Elizabeth Jolin, who moved for its adoption on first reading. This motion was seconded by Vice Mayor Sharon Mahoney, and upon being put to a vote, the vote was as follows:

Mayor Joseph B. Pinder III	Yes
Vice Mayor Sharon Mahoney	Yes
Councilman Mark Gregg	Yes
Councilwoman Elizabeth Jolin	Yes
Councilman Henry Rosenthal	No

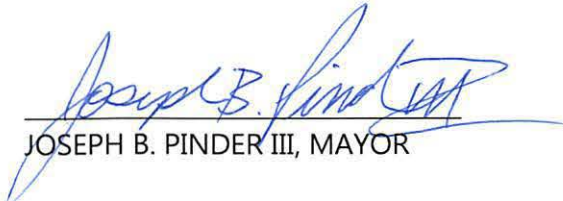
PASSED on the first reading this 2nd day of March, 2023.

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The foregoing Ordinance was offered by Council Member Elizabeth Jolin, who moved for its adoption on second reading. This motion was seconded by Council Member Mark Gregg, and upon being put to a vote, the vote was as follows:

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

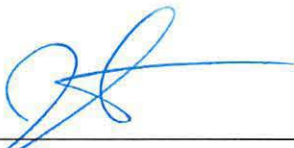
PASSED AND ADOPTED on the second reading this 11th day of April, 2023.


JOSEPH B. PINDER III, MAYOR

ATTEST:


MARNE MCGRATH, VILLAGE CLERK

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


JOHN J. QUICK, VILLAGE ATTORNEY



Workforce/Affordable Housing Citizens' Advisory Committee**VACANCY**

Keith Douglass

Greg Dully

Lindsay Fast

Don Horton (Vice Chair)

Paige Presnell (Chair)

VACANCY

Susan Walker

Historic Preservation Commission**VACANCY**

Angel Borden

Barbara Edgar (Vice Chair)

Tammie Gurgiolo

Mechelle Kerns

Roland Moore

Megan Scallan

Local Planning Agency

Cheryl Culberson

Patrick Foley

Deb Gillis (Chair)

Tony Hammon

Lorie LaLonde (Vice Chair)

Susan Raffanella

James Rhyne

Auditor Selection Committee

Gail Gargano

Elizabeth Jolin

Rachelle Keller

Joan Scholz

Islamorada Youth Council

Riley Cooper

Corben Dean

Robert Dube

Allegra Fucaraccio

Kai Guth

Zane Rindom (Vice Chair)

Julia Rusch

Ambrose Sanchez

Abbie Sargent (Chair)

Nathaniel Shugarman

Land Acquisition Advisory Committee

Carolyn Ambler

Kevin Bates

Kelly Cox

Frank Derfler

Greg Dully (Chair)

Tammie Gurgiolo

Near Shore Water Citizens' Advisory Committee

Dianne Harbaugh (Chair)

Emma Haydocy (Vice Chair)

Steven Leopold

David Petkovich

Adam Starr

Ted Wilson

Larry Wren

Parks and Recreation Citizens' Advisory Committee

Ted Benbow

Shannon Cary

Alina Davis

Natasha Early

David Epstein

Christy Hughes

Joseph Jannach

Richard Russell (Vice Chair)

Eduardo Suarez

John Weare

Carolyn Wightman (Chair)



Council Communication

To: Mayor and Village Council
From: Marne McGrath, Village Clerk
Date: May 7, 2024
SUBJECT: **Approval of Minutes from April 9, 2024 Regular Village Council Meeting, and April 11, 2024 Land Use Village Council Meeting - TAB 3**

Background:

Minutes of the Regular Council Meeting held April 9, 2024, and the Land Use Council Meeting held April 11, 2024, are presented for Council's consideration and approval.

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: 1. 04 09 2024 Regular Village Council Minutes
2. 04 11 2024 Land Use Village Council Minutes



Islamorada, Village of Islands

REGULAR VILLAGE COUNCIL MEETING

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

MINUTES

I. CALL TO ORDER / ROLL CALL

Mayor Joseph B. Pinder III called the meeting to order at 05:35 PM

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

ABSENT:

II. PLEDGE OF ALLEGIANCE

Ken Phillipson and Monroe County Sheriff Rick Ramsey led the Pledge of Allegiance and Mayor Pinder started the meeting with a prayer.

III. AGENDA: Requests for Deletion / Emergency Additions

Council Member Henry Rosenthal asked to pull Consent Agenda Tabs 6 and 9 for discussion.

Village Manager Rob Cole moved Tabs 3 and 4 to Thursday's meeting.

Interim Village Attorney John Quick noted he was required to make a statutory announcement for an Executive Session at 4:00pm on May 7 at the Islamorada Administrative Center and Public Safety Headquarters to discuss the Barley case.

IV. REPORTS, PRESENTATIONS AND ANNOUNCEMENTS

A. Monroe County Sheriff Rick Ramsay

Monroe County Sheriff Rick Ramsay presented Mayor Pinder with a refund check for funds contributed by the Village but not used by the Sheriff's Department for policing Islamorada.

B. Glynn Property Acquisition Video

A video produced by IT staffer Frank Muelenberg featured Council Member Gregg and Environmental Resources Manager Pete Frezza sharing information about the recently acquired 90-acre Glynn property.

C. Legislative Session Wrap-up by GrayRobinson - **TAB 1**

Ryan Matthews of GrayRobinson provided an update of the 2024 legislative session.

Discussion was held about setting up the Legislative Workshop before the end of June.

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:

Deb Gillis

Mike Goldberg

Kylie Smith

Van Cadenhead

Sue Miller

Joe Wischmeier

Harold Dalton, President of Madiera Bay HOA

Don Horton

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

VI. MAYOR / COUNCIL COMMUNICATIONS

Interim Village Attorney John Quick spoke on a recent news article concerning an ethics complaint against Mayor Pinder, who had waived his confidentiality in the matter, noting that a recommendation by an Advocate from the Florida Division of Ethics found no probable cause for violation. Mr. Quick also noted that an article about potential FBI investigations and concerns that SD Marine received improper BPAS allocation. He noted he reviewed the Village Code and gave an opinion on the calculations which was in the middle between sides.

Council Member Elizabeth Jolin made a point of order asking we they were having this conversation as these items were not on the agenda. Council Member Henry Rosenthal noted he addressed his situation on his own without getting staff and legal involved and also asked why this topic was being discussed.

A. Discussion about Exploring Possible Sister City Partnership (Mayor Pinder) - TAB 2

Interim Village Attorney John Quick introduced noting the Mayor had expressed interest in a Sister City process. He noted it would start with a research phase, where the Villlage would look for cities with similar populations, industries, and historical connections. Council consensus was that they were interested in more information. Mayor Pinder suggested looking at Andros in the Bahamas.

VII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

A. Schedule Executive Session

Interim Village Attorney John Quick made an announcement scheduling an Executive Session on the Barley case to bel held May 7, 2024 at 4:00 p.m. with the Mayor, Council, Manager, Special Counsel, and himself.

B. Discussion of Relocating Public Works Materials and Machinery from Founders Park

Village Manager Rob Cole noted the Public Works Department lacks a permanent location and is using space in Founders Park as a base. He expressed interest in finding a more suitable location noting that with the Founders Park Master Plan coming up it was a good time to find other alternatives. Manager Cole had started a preliminary analysis and asked if there was Council consensus for staff to rent or purchase property to house the Public Works operations, if necessary. There was consensus to explore the options.

VIII. CONSENT AGENDA

Mayor Joseph B. Pinder III opened public comment.

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

ACTION: Motion to Approve Consent Items 5, 7, and 8 item VIII. 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. Regular Village Council Meeting Minutes: March 12, 2024 and March 14, 2024 - **TAB 5** (Marne McGrath, Village Clerk)

- B. 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

- C. 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

IX. RESOLUTIONS

- A.** 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

Council Member Henry Rosenthal noted he moved the item to Resolutions to ask if there was an overall plan for landscaping funds. Environmental Resources Manager Pete Frezza noted the Village had a healthy landscaping fund and he was creating a list of eligible contractors.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Sue Miller
Deb Gillis

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

DPW Director A.J. Engelmeyer noted this was part of a project on Lower Mat and that an RFP would be going out in 2025. He further noted that FDOT and FKAA were making repairs; it was delayed by FDOT so as not overlap.

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

- B. 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

DPW Director AJ Engelmeyer introduced the item noting it was a wastewater project to expand the vacuum main. He noted the Village did not use their existing CSA, but put out an RFP and received one bid.

Village Manager Rob Cole asked what was the contributing cause as to why we don't get more bidders for these types of projects. DPW Director Engelmeyer noted our jobs fall into a mid-range, so they were not enticing to small companies, nor to large operators. He further noted that we are perceived as being too far from other locations where most companies work.

Council Member Henry Rosenthal reiterated his request to talk with FCAA and County Wastewater about the potential to assume our services and duties.

Council Member Mark Gregg noted that every time we have a bid and Page is the only bidder, it draws negative comments. He noted that Page has been here for years and specializes in the Village's system.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Sue Miller

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

A consensus of Council asked to put an item on the agenda to discuss looking outside of Islamorada to handle our wastewater.

ACTION: Motion to approve item IX.B. by Mark Gregg second by Henry Rosenthal;

Motion passed with a 5:0 vote

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

NAYS: None
ABSTAIN: None

Mayor Pinder recessed the meeting at 7:42 p.m. and reconvened the meeting at 8:11 p.m.

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

Interim Village Attorney John Quick introduced the item, noting it would increase the Village Manager's purchasing authority from \$25,000 to \$50,000 and allow for facsimile signatures on checks in lieu of a manual signature.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Van Cadenhead

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

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

Motion failed with a 2:3 vote

AYES: Mark Gregg, Elizabeth Jolin

NAYS: Henry Rosenthal, Sharon Mahoney, Joseph B. Pinder III

ABSTAIN: None

- 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

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Van Cadenhead

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

ACTION:	Motion to approve item X.B. by Elizabeth Jolin second by Mark Gregg; Motion passed with a 2:3 vote
AYES:	Mark Gregg, Elizabeth Jolin
NAYS:	Henry Rosenthal, Sharon Mahoney, Joseph B. Pinder III
ABSTAIN:	None

XI. QUASI-JUDICIAL

Interim Village Attorney John Quick read the Quasi-judicial statement noting that all documentation would be made part of the record. Planning Director Jennifer DeBoisbriand asked if the Council was comfortable hearing all four together as they all pertained to the same item. Council and the applicant agreed and Interim Village Attorney John Quick read all four ordinance titles prior to discussion.

Council Member Mark Gregg recused himself as the applicant was a family member. He indicated he would partake in the discussion, but not the vote.

Council was asked to disclose any ex parte communications:

Mayor Joseph B. Pinder III indicated he had none.

Vice Mayor Sharon Mahoney noted she had had several visits from neighbors on the south side and that lots of people had been talking; she specifically recalled Sue Miller and Deb Gillis.

Council Member Elizabeth Jolin noted she had spoken with the applicant before she started building.

Council Member Henry Rosenthal indicated he had spoken to Sue Miller.

Planning Director Jennifer DeBoisbriand introduced the requests noting they were for two newly constructed homes adjacent to Hog Heaven, for which the applicant intended to pursue acquiring vacation rental licenses. She noted the LPA heard the requests on January 8, 2024 voted 6-1 to approve the requested amendments and that staff recommends approval of all four requests.

Applicant Jocelyn Tiedeman noted she bought the properties three years ago,

designed the homes that is there today and although not her original intent, she thought they were ideal vacation rental sites. She noted that Windley Key was primarily commercial and not a typical residential neighborhood and that vacation rental licenses were available.

Mayor Pinder called for testimony first from speakers in favor of the requests and then from those opposed:

In support:
Deb Gillis

In opposition:
Sue Miller
Van Cadenhead

Discussion ensued and touched on topics such as restricted parking on the public right of way, impacts of vacation rentals, and general code enforcement throughout the Village.

Interim Village Attorney John Quick noted that if Council wanted to continue the item it was a procedural motion and must be continued to a particular date and place. He further noted that Council Member Gregg can vote on procedural question to continue the item to a future meeting.

ACTION:	Motion to Continue four items to Land Use Meeting to August 8, 2024 at the Council Chambers at 5:30 pm item XI. 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. 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

Council Member Elizabeth Jolin expressed interest in the Village putting out an RFP for a consultant to create a strategic plan. Village Manager Rob Cole noted the comp plan does need updating, and it could be an opportunity to dovetail these items. He suggested there may be a way to get the Comp Plan done and add a strategic element, which would include lots of public engagement. Manager Cole noted that staff was working on an RFP for the Comp Plan. Planning Director Jennifer DeBoisbriand indicated that the RFP was very intensive due to the scope of work involved, but it should be going out in May.

It was further noted that the Island Community Church building was on the agenda for a FLUM and Zoning Map amendment at the Thursday Land Use meeting. Direction was given to pursue purchasing the property and Manager Cole noted he would contact them.

Council Member Elizabeth Jolin made a motion to extend the meeting.

Updates were requested for the Fills, baseball field, and noise ordinance. There was a request to add a plan for code enforcement to the after action report.

XIII. ADJOURNMENT

Council Member Henry Rosenthal moved to adjourn the meeting at 10:22 p.m.



Islamorada, Village of Islands

LAND USE VILLAGE COUNCIL MEETING

REVISED

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

MINUTES

I. CALL TO ORDER / ROLL CALL

Mayor Joseph B. Pinder III called the meeting to order at 05:23 PM

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

ABSENT:

II. PLEDGE OF ALLEGIANCE

Daniel Parabok led the Pledge of Allegiance and Tony Hammon started the meeting with a prayer.

III. AGENDA: Requests for Deletion / Emergency Additions

Council Member Mark Gregg suggested changing the order of the agenda to hear Island Community Church first and requested the FLUM and Zoning Map amendment to be considered at the same time.

The item was moved to follow Public Comment.

IV. REPORTS, PRESENTATIONS AND ANNOUNCEMENTS

A. Presentation on the Comparison of Habitat in the Village Code vs. Monroe County Code - **TAB A**

Environmental Planner Daniel Parabok reported his findings and summarized:

- The only definition that the Village does not share with the County is "Disturbed Saltmarsh and Buttonwood".
- Overall, the County is more restrictive on developments within protected habitats.
- The biggest difference between the two codes is how clearing is calculated based on existing conditions.

A request for a recommendation from staff for potential improvements to the Code was to be added to the After Action Report as a lower priority item.

V. PUBLIC COMMENT

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

Mayor Joseph B. Pinder III opened public comment.

Speakers included:

Van Cadenhead

John Fernandez

Joe Wischmeier

Deb Gillis

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

VI. QUASI-JUDICIAL

- A.** Ordinance Amendment Considering the Request of Island Community Church Inc to Amend the Future Land Use Map of Parcel 00402900-000000 - **First Reading- TAB E** (Jennifer DeBoisbriand , Planning Director)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF TY HARRIS PA AGENT FOR ISLAND COMMUNITY CHURCH INC, TO AMEND THE VILLAGE'S FUTURE LAND USE MAP FROM PUBLIC/SEMI-PUBLIC SERVICES (PS) TO MIXED USE (MU) FOR THE SUBJECT PROPERTY, LOCATED ON UPPER MATECUMBE KEY, WITH REAL ESTATE NUMBER 00402900-000000, 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.

Interim Village Attorney John Quick read the Quasi-judicial statement, noting that all documentation would be made part of the record. Planning Director Jennifer DeBoisbriand asked if the Council was comfortable hearing both items together as they all pertained to the property. Council and the applicant agreed and Interim Village Attorney John Quick read both ordinance titles prior to discussion.

Council Member Elizabeth Jolin recused herself as the applicant was a client of her employer.

Council was asked to disclose any ex parte communications:

Mayor Joseph B. Pinder III noted he spoke with Tony Hammon and Ty Harris. Vice Mayor Sharon Mahoney noted she spoke with Tony Hammon, Trevor, and Ty Harris.

Council Member Mark Gregg noted he spoke to Ty Harris.

Council Member Henry Rosenthal noted he spoke to Chuck Tittle, Sue Miller, and Dave Petkovich.

Planning Director Jennifer DeBoisbriand summarized the request and indicated that staff recommends approval of both changes.

Ty Harris, representing the applicant, noted when Village incorporated and made changes from the County zoning, this property was down-zoned. He noted the state legislature required protection for private property rights and referenced a recent case where even if zoning was changed years ago, the property owner may still be able to recoup the previous zoning designation. The applicant was requesting a Future Land Use Map (FLUM) Amendment from Public/Semi-Public Services (PS) to a Mixed-Use (MU) designation and a Zoning Map Amendment, which proposes a change from a Public/Semi-Public Services (PS) District to Highway Commercial (HC) District, and the FLUM amendment cannot be approved without approval of the companion Zoning Map Amendment.

Mayor Joseph B. Pinder III opened the testimony.

Speakers in favor:

Tony Hammon
Van Cadenhead
Deb Gillis

Those opposed:

No one was signed up to speak in opposition

ACTION:	Motion to approve item VI.A. by Mark Gregg second by Sharon Mahoney; Motion passed with a 4:0 vote
AYES:	Mark Gregg, Henry Rosenthal, Sharon Mahoney, Joseph B. Pinder III
NAYS:	None
ABSTAIN:	Elizabeth Jolin

- B.** Ordinance Amendment Considering the Request of Island Community Church Inc to Amend the Zoning Map for Parcel 00402900-000000 - **First Reading - TAB F** (Jennifer DeBoisbriand , Planning Director)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF TY HARRIS PA AGENT FOR ISLAND COMMUNITY CHURCH INC, TO AMEND THE OFFICIAL ZONING MAP FROM PUBLIC/SEMI-PUBLIC SERVICES (PS) TO HIGHWAY COMMERCIAL (HC) FOR THE SUBJECT PROPERTY, LOCATED ON UPPER MATECUMBE KEY, WITH REAL ESTATE NUMBER 00402900-000000, 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.

ACTION: Motion to approve item VI.B. by Sharon Mahoney second by Mark Gregg;
Motion passed with a 4:0 vote
AYES: Mark Gregg, Henry Rosenthal, Sharon Mahoney, Joseph B. Pinder III
NAYS: None
ABSTAIN: Elizabeth Jolin

VII. MAYOR / COUNCIL COMMUNICATIONS

There were no items.

VIII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

A. Update on Issue of Lots Fronting on US 1 for Affordable Housing - TAB B

Planning Director Jennifer DeBoisbriand summarized that there are 12 lots that would be considered fronting on US-1 if the past Council direction was followed.

Interim Village Attorney John Quick said there were two potential options:

- Change the Code to clarify that Council considers the Old Road to be fronting US-1, which would allow for deed restricted affordable housing.
- Clarify the definition of fronting in the Code to mean the front of a parcel adjoining a specified location

A majority of the Council indicated they did not believe that properties on the Old Road were fronting US-1 and asked for an ordinance to reflect that interpretation.

B. MOVED FROM APRIL 9 - BPAS & County ROGO Update and Request for Council Direction- TAB 3

Planning Director Jennifer DeBoisbriand noted that Monroe County released clearance times in 2023 and the State Legislature in 2024 added Key West to baseline modeling. She asked for direction from Council regarding the process for future BPAS consideration timeline.

There was a request to discuss the moratorium at the May Council meeting.

C. MOVED FROM APRIL 9 - Guidelines for Reservation of Affordable Allocations - TAB 4

Discussion ensued and direction was given to come back at the next meeting with a discussion of Affordable Housing items including beneficial use, review of the Monroe County Code and income limits.

IX. RESOLUTIONS

A. 4th Quarter 2023 Affordable Building Permit Allocation Award - TAB C (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

Council Member Mark Gregg recused himself as he was the applicant in this case. He indicated that he did what the regulations required and noted two previous Planning Directors agreed with his interpretation of fronting.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:

Deb Gillis

Van Cadenhead

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

ACTION: Motion to deny item IX.A. by Henry Rosenthal 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

Mayor Pinder recessed the meeting at 8:06 p.m. and reconvened at 8:31 p.m.

X. ORDINANCES

- A.** Amending Chapter 30 Land Development Regulations Article IV Administrative Procedures - **Second Reading - TAB D** (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 indicated this was the Second Reading to Amend Chapter 30, Article IV, Administrative Procedures to create a process for an applicant to challenge certain imposed development conditions if the applicant believes the condition does not have a nexus to a legitimate public purpose and/or is not roughly proportionate to the impact of the proposed development. Under the proposed language, the Village Council would serve as the final arbiter of any challenge.

Mayor Joseph B. Pinder III opened public comment.

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

Council Member Elizabeth Jolin made a motion to deny as she doesn't want a final decision to be left to the Council as they sometimes make arbitrary decisions. Interim Village Attorney John Quick noted this is intended to give the Village one last opportunity to intervene before it goes to litigation.

ACTION: Motion to deny item X.A. by Elizabeth Jolin second by mark gregg;
Motion failed with a 1:4 vote

AYES: Elizabeth Jolin

NAYS: Mark Gregg, Henry Rosenthal, Sharon Mahoney, Joseph B. Pinder III

ABSTAIN: None

ACTION: Motion to approve item X.A. by Mark Gregg second by Henry Rosenthal
Motion passed with a 4-1 vote

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

NAYS: Elizabeth Jolin

ABSTAIN: None

XI. QUASI-JUDICIAL - PART TWO

- A.** Ordinance Amendment Considering the Request of HVS82 Investments LLC to Amend the Future Land use Map of Parcel 00415840-000000 - **First Reading - TAB G** (Jennifer DeBoisbriand , Planning Director)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF SHARON MAHONEY ON BEHALF OF HVS82 INVESTMENTS LLC, TO AMEND THE VILLAGE'S FUTURE LAND USE MAP FROM RESIDENTIAL CONSERVATION (RC) TO MIXED USE (MU) FOR THE SUBJECT PROPERTY, LOCATED ON PLANTATION KEY, WITH REAL ESTATE NUMBER 00415840-000000, 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.

Interim Village Attorney John Quick read the Quasi-judicial statement, noting that all documentation would be made part of the record. Planning Director Jennifer DeBoisbriand asked if the Council was comfortable hearing both items together as

they all pertained to the property. Council and the applicant agreed and Interim Village Attorney John Quick read both ordinance titles prior to discussion.

Vice Mayor Sharon Mahoney recused herself as she was the applicant in this case.

Council was asked to disclose any ex parte communications:

Council Member Mark Gregg indicated he had none.

Council Member Henry Rosenthal spoke to Sue Miller.

Mayor Joseph B. Pinder III noted he spoke to the applicant, Vice Mayor Sharon Mahoney, a while ago and spoke to Lou Ann Buschlen.

Planning Director Jennifer DeBoisbriand noted the request was for approval for a Zoning Map Amendment from Native Residential (NR) District to Highway Commercial (HC) District and a change to the Future Land Use Map (FLUM), proposing a change from a Residential Conservation (RC) to a Mixed-Use (MU) designation. She added that the Zoning Map amendment cannot be approved without approval of the companion FLUM Amendment. She indicated staff recommended approval of the requests.

Vice Mayor Sharon Mahoney noted she made this request after she discovered the zoning of her property had been changed after incorporation.

Mayor Pinder called for testimony first from speakers in favor of the requests and then from those opposed:

Speakers in favor:

Ty Harris

Van Cadenhead

Tony Hammon

Speakers opposed:

Susan Raffanello

LouAnn Buschlen

There being no further speakers testimony was closed.

Deliberations:

Council Member Mark Gregg asked if this passed tonight he asked for the following:

- Exhibit A referenced in the covenant to be located and attached to the declaration
- Staff to research why this property was included in the Florida Forever acquisition as he had not seen any developed property ever be targeted for acquisition in that program
- No lot combinations per the request of Ms. Raffanello who provided testimony that she was owner of the neighboring property

Susan Raffanello noted she would withdraw her objections if there were restrictions to use of the property as an office.

Council Member Mark Gregg made a motion to approve subject to the inclusion of exhibit A - combined with conservation easement protecting area referenced in exhibit A - no boundary adjustment that changed the configuration of the property - sub-district off allowed/low intensity office use or equal or lesser use.

ACTION: Motion to approve subject to the conditions listed item XI.A.
by Mark Gregg second by Henry Rosenthal;
Motion passed with a 4:0 vote

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

NAYS: None

ABSTAIN: Sharon Mahoney

- B.** Ordinance Amendment Considering the Request of HVS82 Investments LLC to Amend the Zoning Map for Parcel 00415840-000000 - **First Reading - TAB H** (Jennifer DeBoisbriand , Planning Director)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF SHARON MAHONEY ON BEHALF OF HVS82 INVESTMENTS LLC, TO AMEND THE OFFICIAL ZONING MAP FROM NATIVE RESIDENTIAL (NR) TO HIGHWAY COMMERCIAL (HC) FOR THE SUBJECT PROPERTY, LOCATED ON PLANTATION KEY, WITH REAL ESTATE NUMBER 00415840-000000, 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.** Orange Street - Roadway Abandonment - **TAB I** (Jennifer DeBoisbriand , Planning Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING A REQUEST BY JAMES LUPINO, ESQ. ("Agent") ON BEHALF OF MM82,790 LLC ("OWNER"), TO ABANDON AND VACATE A PORTION OF ORANGE STREET RIGHT OF WAY, AS SHOWN ON THE PLAT OF "MAP OF THE TOWNSITE OF ISLAMORADA", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, AT PAGE 48, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED IN "EXHIBIT A"; RESERVING TO THE VILLAGE ALL RIGHTS OVER ANY PUBLIC UTILITY EASEMENTS; AND PROVIDING FOR AN

EFFECTIVE DATE

Council was asked to disclose any ex parte communications:

Council Member Henry Rosenthal indicated he spoke to the applicant, Mary Barley, and Sue Miller

Mayor Joseph B. Pinder III noted he had spoken to Ty Harris

Vice Mayor Sharon Mahoney noted she spoke to Ty Harris

Council Member Elizabeth Jolin indicated she spoke to Mary Barley, and Ms.

Barley's neighbors Marty Causey and Nicki Rudolph

Council Member Mark Gregg spoke to Ty Harris

Planning Director Jennifer DeBoisbriand noted the record of the previous hearing on this matter was part of the record and that legal representation of applicant had changed to Ty Harris.

Ty Harris indicated that any public benefit that may have been there was negated by the approval of the site plan for the sign. He noted his client would cooperate with any conditions as long as they didn't have to pay for it.

Mayor Pinder called for testimony first from speakers in favor of the requests and then from those opposed:

No one spoke in support

Speaker opposed:

Paul Schwiep, representing Mary Barley, indicated she had an interest as an affected property owner being adjacent to the subject property and that abandonment was against the public interest.

Deliberations:

Interim Village Attorney John Quick noted that it was not in the resolution to abandon half of the street and that how it would get divided is between the property owners; notice was provided in accordance with the code; anyone who met the definition of affected property owner was contacted; noting a requirement for all affected property owners for their permission and stated there were no objections.

Mark Gregg made a motion to extend the meeting to 10:30pm

Discussion continued and it was noted that the request originated as a conditional requirement of the previous Planning Director.

At 10:30 p.m. Council Member Mark Gregg moved to extend the meeting for five minutes.

ACTION: Motion to approve item XI.C. by Mark Gregg second by Joseph B. Pinder III;

Motion passed with a 3:2 vote

AYES: Mark Gregg, Sharon Mahoney, Joseph B. Pinder III

NAYS: Elizabeth Jolin, Henry Rosenthal
ABSTAIN: None

XII. MOTIONS

There were none.

XIII. ADJOURNMENT

Council Member Henry Rosenthal moved to adjourn the meeting at 10:37 p.m.



Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: May 7, 2024
SUBJECT: **Resolution Approving Recommendation and Agreement for Plantation Tropical Preserve Gazebo Project - TAB 4**

Background:

Islamorada, Village of Islands (the "Village"), has been completing physical improvements to the Plantation Tropical Preserve ("PTP") as outlined in the management plan for this Village owned property. A final component to be completed at PTP includes a small community gazebo and associated sidewalk connection to the parking lot. The conceptual site plan components of an 18' x 22' covered gazebo was presented at a community open house on the property on January 20, 2022, and to the Village Council at a regularly scheduled meeting on February 17, 2022. Following these publicly held forums, the conceptual site plan and then the design was finalized. Two pages from the design plans are attached to illustrate the improvements to be completed.

Analysis:

On March 11, 2024, the Village issued RFP 24-08 to solicit proposals from qualified firms to furnish all necessary supervision, labor, tools, parts, and equipment required to complete the Plantation Tropical Preserve Gazebo Project, (the "Project"). RFP 24-08 was issued in accordance with Sec. 2-327(b) and (c)(4) of the Village's Purchasing Guidelines in the Village Code of Ordinances. The RFP was published on DemandStar.com and on the Village's website from March 11, 2023, through the submittal deadline of April 11, 2024, and notices were posted on the Village's Facebook page and in a local newspaper.

The Village received a total of two (2) proposals in response to RFP 24-08. The proposals received were from CBT Construction and Development Inc. and Native Construction Contracting Inc. To evaluate and rank the proposals, an Evaluation Committee (the "Committee") was established. Cost is not the only factor considered during an evaluation. Consideration is also given to each firm's organization, experience with similar projects, qualifications and proposed timeline for completion of the project.

The two responsive proposals were reviewed and scored by the Committee in a publicly noticed meeting on April 16, 2024. A maximum of 105 points were available in the scoring system per Committee member including the 5 points available for local preference, for a total maximum score by the Committee of 315 points. The Committee ranked the proposals as follows according to the criteria and point system provided in the RFP.

<u>Rank</u>	<u>Proposer/Firm Name</u>	<u>Points</u>	<u>Cost Proposal</u>
1	CBT Construction & Development Inc.	290	\$147,503.39

Following discussion and calculation of the scoring, the committee members agreed with making a recommendation to Council to approve CBT Construction & Development Inc. ("CBT") for the project.

Adoption of the proposed Resolution would approve the ranking of the RFP 24-08 Evaluation Committee and the recommended selection of CBT for the project. The Resolution would also authorize the Village Manager and Village Attorney to enter into an agreement with CBT for the requested services in substantially the form of Agreement provided as an Exhibit "1" to the proposed resolution and authorizes the Village Manager to expend budgeted funds. The proposal from CBT is provided as Exhibit A to the Agreement.

Budget Impact:

It should be noted that the project cost came in roughly 34% higher than the budgeted \$110,000, or 48.5% if one includes design soft costs of \$15,876 already paid. While prior Council direction has been to advance this project, which would add a wonderful ADA-accessible amenity to the park, Council should also weigh the continuing importance of this project when juxtaposed against the backdrop of the upcoming Founders Park Master Plan and any project priorities that may arise from that process. Should we proceed with this project as previously directed, this project has an available budget of \$94,124 (original budget of \$110,000, less current year to date expenditures of \$15,876). If we proceed with the project as proposed, an additional transfer from the Impact Fee Fund - Committed for Parks and Recreation in the amount of \$53,380 would be required. The Impact Fee Fund - Committed for Parks and Recreation has an estimated fund balance of \$1,286,400 and would be reduced to \$1,233,020 if such additional transfer is directed for the project.

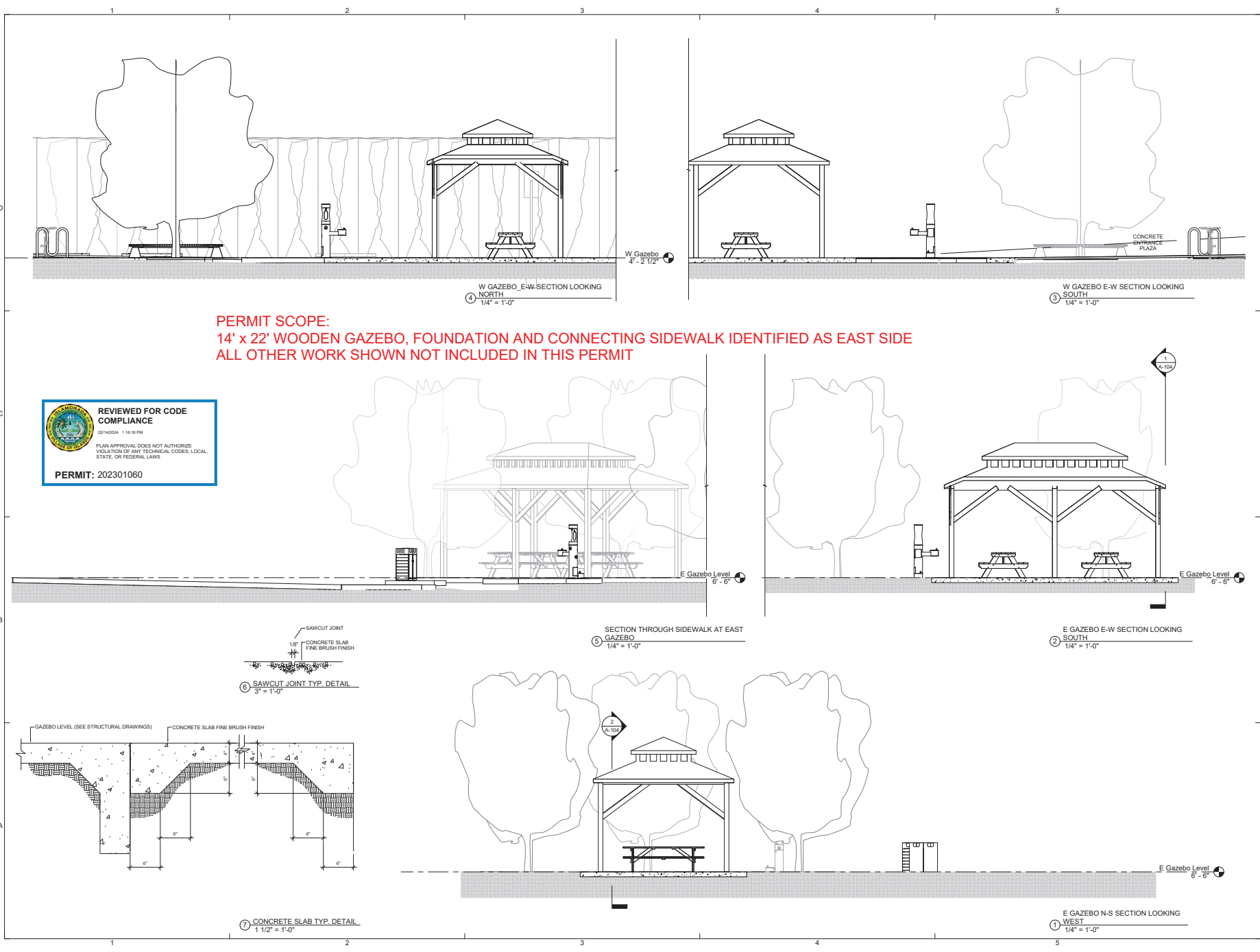
Staff Impact:

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

Recommendation:

It is recommended that the Village Council adopt the attached Resolution, thereby approving the selection of CBT to complete the Plantation Tropical Preserve Gazebo Project. Adoption of the attached Resolution also authorizes the Village Manager and Village Attorney to enter into an Agreement for the Project and authorizes the Village Manager to expend budgeted funds.

- Attachments:**
1. Design Plans page 19
 2. Design Plans page 23
 3. Resolution_RFP 24-08_PTP Gazebo project
 4. Exhibit 1_Form of Agreement_Plantation Tropical Gazebo Project
 5. Exhibit A_CBT Construction Proposal_RFP 24-08



PERMIT SCOPE:
14' x 22' WOODEN GAZEBO, FOUNDATION AND CONNECTING SIDEWALK IDENTIFIED AS EAST SIDE
ALL OTHER WORK SHOWN NOT INCLUDED IN THIS PERMIT

REVIEWED FOR CODE COMPLIANCE
02/14/2024 1:10:10 PM
PLAN APPROVAL DOES NOT AUTHORIZE VIOLATION OF ANY TECHNICAL CODES, LOCAL, STATE, OR FEDERAL LAWS
PERMIT: 202301060

CSAGROUP
EST. 1986
CSA Central, Inc.
CSA Group | 1400 NW 107th Ave., Suite 205
Miami, FL 33172-2746
Tel: (305) 481-5484
Fax: (305) 481-5484
Web: www.csagroup.com

THIS DOCUMENT REPRESENTS THE IDEAS AND EFFORTS OF CSA CENTRAL, INC. IT SHALL BE USED ONLY BY AUTHORIZED PERSONS AND SHALL NOT BE REPRODUCED OR EXHIBITED WITHOUT WRITTEN CONSENT OF CSA CENTRAL, INC.

CLIENT:
ISLAMORADA VILLAGE OF ISLANDS
8800 OVERSEAS HIGHWAY
ISLAMORADA, FL 33036

IN ASSOCIATION WITH:

100% Submission

FEBRUARY 03, 2023

REV.	DATE	DESCRIPTION

DISCIPLINE INFORMATION:
FIRM: PROFESSIONAL
FIRM NUMBER: 00000000
PROFESSIONAL OF RECORD: [Signature]
Designer: [Signature]
Staff Designer: [Signature]
Checker: [Signature]
Professional Engineer: [Signature]

PROFESSIONAL'S STATEMENT:



PROJECT:

Plantation Tropical Preserve

DATE	ISSUE DESCRIPTION

DRAWING INFORMATION:
SHEET TITLE:

ARCHITECTURAL SECTIONS AND DETAILS

AS SHOWN

DELIVERY DATE:	PROJECT NUMBER:
PRINT DATE & TIME:	SHEET NUMBER:
1/30/2024 2:45:01 PM	
DRAWING / MODEL LOCATION:	

SHEET NO. **A-104**
23 OF 23

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 24-08 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR THE PLANTATION TROPICAL PRESERVE PROJECT; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") owns the 3.7-acre Plantation Tropical Preserve ("PTP") located on Plantation Key, which was purchased with grant assistance from the Florida Communities Trust ("FCT") for the purposes of environmental preservation and recreational development; and

WHEREAS, pursuant to the restrictive covenants set forth in the acquisition documents for PTP, the Village has been completing design and development of site improvements to support public outdoor recreation and environmental interpretation of PTP; and

WHEREAS, the Village has completed the design and permitting of a community gazebo and associated sidewalk for the property; and

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

WHEREAS, on March 11, 2024, the Village issued Request for Proposals (RFP) 24-08 to solicit proposals from qualified firms to construct the Plantation Tropical Preserve Gazebo Project (the "Project"); and

WHEREAS, RFP 24-08 was issued in accordance with Sec. 2-327(b) and (c)(4) of the Village's Purchasing Guidelines in the Village Code of Ordinances; and

WHEREAS, the Village received a total of two (2) proposals in response to RFP 24-08. The proposals received were from CBT Construction and Development, Inc., and Native Construction Contracting Inc.; and

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

WHEREAS, the Committee reviewed the two proposals received using the selection criteria detailed in RFP 24-08 and recommends selection of the highest-ranked proposal from CBT Construction and Development, Inc. for the Project in an amount not to exceed One Hundred Forty-Seven Thousand Five Hundred Three Dollars and Thirty-Nine Cents (\$147,503.39); and

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

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

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

Section 2. **Approval of Selection.** The Village Council hereby approves the selection of CBT Construction and Development, Inc. to construct the Project.

Section 3. **Authorization of Village Officials.** The Village Manager or designee and the Village Attorney are authorized to negotiate an agreement with CBT Construction and

Development, Inc. substantially in the form attached hereto as Exhibit "1", for an amount not to exceed One Hundred Forty-Seven Thousand Five Hundred Three Dollars and Thirty-Nine Cents (\$147,503.39) to construct the Project.

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

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

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

Remainder of the page intentionally left blank.

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilman Mark Gregg _____

Councilwoman Elizabeth Jolin _____

Councilman Henry Rosenthal _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY

AGREEMENT

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

ISLAMORADA, VILLAGE OF ISLANDS

a Florida municipal corporation, hereinafter "**VILLAGE**,"

and

and **CBT CONSTRUCTION AND DEVELOPMENT INC.**

a Florida Corporation, authorized to do business in the State of Florida, hereinafter
"CONTRACTOR."

WITNESSETH:

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

Article I. PREAMBLE

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

Section 1.01 The VILLAGE is in need of an independent experienced contractor to provide construction services for the construction of the community gazebo and associated concrete walkway and other site improvements at the Plantation Tropical Preserve in a timely and responsive timeframe (the "Project").

Section 1.02 On March 11, 2024, the VILLAGE issued Request for Proposals No. 24-08 for the Project, including all Exhibits and Addenda (the "RFP").

Section 1.03 On April 11, 2024, the VILLAGE received a proposal from CONTRACTOR, for completion of the Project as expressed in the RFP.

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

Section 1.05 On May 7, 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 **One Hundred Forty-Seven Thousand Five Hundred Three Dollars and Thirty-Nine Cents (\$147,503.39)**.

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

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

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

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

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

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

- (a) Workers' Compensation Insurance – as required by law;
- (b) Comprehensive General Liability Insurance, including Premises Operation, Products and Completed Operations, Blanket Contractual Liability, Personal Injury Liability, Expanded Definition of Property Damage - \$1,000,000 combined single limit;
- (c) Automobile Liability Insurance - \$1,000,000 per occurrence, \$1,000,000 per Accident for bodily injury and \$1,000,000 per accident for property damage; and

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.

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 including Exhibit "D" to the RFP, MEASUREMENT AND PAYMENT, attached hereto as Exhibit "C". In the event there is a conflict between the terms of the RFP, CONTRACTOR'S Proposal, and this Agreement, the terms of this Agreement shall prevail.

Article XII. MISCELLANEOUS

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

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

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

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

- (a) Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this Agreement;
- (b) Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

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

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

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

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

Section 12.08 Scrutinized Companies.

- (a) CONTRACTOR certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- (b) If this Agreement is for more than one million dollars, CONTRACTOR certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if CONTRACTOR, its affiliates, or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, its affiliates, or its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- (c) CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- (d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

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

VILLAGE:	Village Manager Islamorada, Village of Islands 86800 Overseas Highway Islamorada, Florida 33036
Copy To:	Village Attorney Islamorada, Village of Islands 86800 Overseas Highway Islamorada, Florida 33036
CONTRACTOR:	Christopher Trentine/President CBT Construction and Development, Inc. 87889 Overseas Hwy., Islamorada, FL 33036

Section 12.10 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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

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

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

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

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

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

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

[CONTRACT DOCUMENTS FROM RFP SHALL BE INSERTED IN AGREEMENT]

[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 President, 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, Village Attorney

CONTRACTOR

WITNESS:

Print Name:_____

By:_____

Print Name:_____

Title:_____

Date:_____

ATTEST:

SECRETARY

STATE OF FLORIDA)
COUNTY OF _____)

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

NOTARY PUBLIC

My Commission Expires:

Exhibit "A"

FORM OF CONTRACTOR'S PROPOSAL

Exhibit "B"

PROJECT TIMELINE



Building with PRIDE. Built with CHARACTER.

Christopher Trentine
CBT Construction and Development, Inc.
87889 Overseas Hwy Islamorada, FL 33036
Phone: 305-852-3002 Email: Chris@CBTConstruction.com

02/06/2024

ATTN: Village Clerk
86800 Overseas Highway
Islamorada, Florida 33036

On behalf of CBT Construction and Development, Inc., I am pleased to submit our response to the RFP 20-08 for the Plantation Tropical Preserve Gazebo Project. Our company is excited to participate in the bidding process for this project.

CBT Construction and Development is an incorporation that has been in business since 2007. Over the years, we have built a strong reputation for providing high-quality services and a commitment to customer satisfaction. Our company has over 45 employees who are dedicated to delivering exceptional results.

Our business philosophy centers on providing personalized service that meets each client's needs. We believe in building long-term relationships with our clients and delivering services that exceed their expectations.

Our response is enclosed. If you have any questions or need additional information, please do not hesitate to contact us.

Thank you for considering our proposal.

Sincerely,
Chris Trentine, CBT Construction and Development, Inc.

X 

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

Chris Trentino President

Name and Title of Authorized Certifying Official

4-10-2024

Date

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

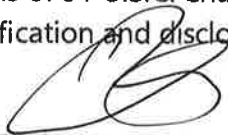
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

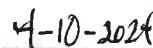
The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Authorized Certifying Official



Name and Title of Authorized Certifying Official



Date

- 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

CBT | CONSTRUCTION DEVELOPMENT

Building with PRIDE. Built with CHARACTER.

87889 Overseas Highway • Islamorada, FL 33036 • Phone: 305-852-3002

Village of Islamorada

Print Date: 4-11-2024

Proposal for Village of Islamorada, RFP 24-08

I would like to extend my sincere gratitude to you for considering CBT Construction and Development for your upcoming project. We appreciate the opportunity to bid on this project and demonstrate our expertise and commitment to excellence in construction services.

At CBT Construction and Development, we take great pride in our ability to deliver high-quality and reliable construction services to our valued clients. Our team of professionals comprises experienced and skilled individuals who are dedicated to ensuring that every project is completed to the highest standards.

We understand the significance of selecting the right contractor for your project, and we are confident that we possess the necessary skills and expertise to not only meet but exceed your expectations. Our primary goal is to work closely with you, understand your unique needs, and deliver a finished product that precisely aligns with your specifications and requirements.

However, it is important to note that the pricing listed in the attached proposal is a cost estimate only and not the final pricing.

Thank you once again for considering CBT Construction and Development for your project. It would be our honor to collaborate with you and demonstrate our unwavering commitment to excellence in construction services.

Please do not hesitate to contact us if you have any questions or require any additional information. We are here to assist you in every way possible.

1300 - Demo

Items	Description	Unit Price	Price
Site Clearing and Debris Removal	Clear and removal of all required materials and vegetation to establish worksite and proper required conditions.	\$3,750.00	\$3,750.00

1300 - Demo Total:

\$3,750.00

2100 - Shell Package

Items	Description	Unit Price	Price
Slab, Sidewalk, and Receptacle Pad	All labor and materials to install slab, sidewalk, and receptacle areas.	\$10,000.00	\$10,000.00
Grading to Meet Elevations Allowance	Allowance to grade site as required to meet elevations as noted in the plans	\$10,000.00	\$10,000.00
Gazebo Installation	All labor and materials required to assemble and install the specified gazebo.	\$23,750.00	\$23,750.00

2100 - Shell Package Total:

\$43,750.00

2101 - Shell Materials

Items	Description	Unit Price	Price
RFP Specified Gazebo	All cost associated with purchase and acquisition management of client specified gazebo.	\$41,250.00	\$41,250.00

2101 - Shell Materials Total:

\$41,250.00

3600 - Plumbing Package

Items	Description	Unit Price	Price
Plumbing Package	All labor and materials to install new drinking/bottle filling station	\$2,500.00	\$2,500.00
Ferguson Elkay Pedestal Fountain	Pricing to supply requested fountain per the RFP. VE options are available for review at the discretion of the client.	\$15,878.39	\$15,878.39

3600 - Plumbing Package Total:

\$18,378.39

6100 - Landscaping Allowance (\$)

Items	Description	Unit Price	Price
RFP Specified Picnic Tables	All cost associated with purchase and acquisition management of client specified picnic tables.	\$6,750.00	\$6,750.00
RFP Specified Trash and Recycling Cans	All cost associated with purchase and acquisition management of client specified trash and recycling cans.	\$6,750.00	\$6,750.00

Items	Description	Unit Price	Price
Picnic Table and Can Assembly and Installation	All labor and materials required to assemble and install the specified picnic tables and trash/recycling cans.	\$1,875.00	\$1,875.00

6100 - Landscaping Allowance (\$) Total: \$15,375.00

9000 - General Conditions

Items	Description	Unit Price	Price
General Conditions		\$25,000.00	\$25,000.00

9000 - General Conditions Total: \$25,000.00

Total Price: \$147,503.39

- All labor and materials are included in the above price. All materials and subcontractors have a 20% margin included in the price. Excludes permitting, truss strap schedules, plans, surveys, certificates of elevation, expenses to obtain permits, certificates of occupancy, and all other paperwork required by the building department.
- The prices are based on the specifications of the plans provided to CBT Construction and Development Inc. If there are any changes by the owner, county, contractor, or any subcontractor before or during the project, the owner will be notified and charges will be assessed to the owner.
- CBT Construction and Development Inc is not liable for any changes outside the engineered plans insisted on by the owner. Any requests for additional insurance, insurance with clauses, and any other request for insurance not currently carried by CBT Construction and Development Inc will be issued at an extra cost.
- Proposals are valid for **90 Days**.

I confirm that my action here represents my electronic signature and is binding.

Signature:

Date:

Print Name:

CBT | CONSTRUCTION DEVELOPMENT

87889 Overseas Hwy Tavernier, FL 33070
CGC 1513423 – EIN #20-8610459
(305) 852-3002 Chris@cbtconstruct.com

Project Approach and Timeline

1. **Project Mobilization** - Total Work Days: 2 Days (All noted work in this section is to be scheduled to take place within the same 2-day period)
 - 1.1. Silt fence installation 1 Day
 - 1.1.1. Install and maintain the silt barrier fence as specified in the plans.
 - 1.2. Bathroom facility 1 Day
 - 1.2.1. Placement of bathroom facilities.
 - 1.3. Initial Equipment and materials delivery 1-2 Days
2. **Site Survey** (if a current survey is unavailable)- Total Work Days: 1-4 Days depending on survey status
 - 2.1. Survey (if required) 2-3 Days
 - 2.2. Mark out the site for the clearance 1 Day
3. **Site Clearance and Grading** - Total Work Days: 4-7 Days
 - 3.1. All the necessary clearance and debris removal 2-3 Days
 - 3.2. Trenching for future plumbing 1 Day
 - 3.3. Grading to required elevations 2-3 Days
4. **Auger Hole Installation** - Total Work Days: 4 Days
 - 4.1. Mark out and drill augers 1 Day
 - 4.2. Place steel 1 Day
 - 4.2.1. Tie and place steel cages in auger holes
 - 4.3. Pour concrete 2 Days
 - 4.3.1. Concrete pour 1 Day
 - 4.3.2. Cure time 1 Day
5. **Sidewalk and Slab Forming** - Total Work Days: 2 Days
 - 5.1. Form Placement 1 Day
 - 5.2. Plumbing rough-in for water fountain 1 Day
6. **Steel Installation** - Total Work Days: 1 Day
7. **Concrete Pour and Finish** - Total Work Days: 4 Days
 - 7.1. Concrete Pour 1 Day
 - 7.2. Finish 1 Day

- 7.2.1. Brush finish and saw cuts according to the plans.
 - 7.3. Cure time 2 Days
8. **Assembly and Installation of Gazebo** - Total Work Days: 4-5 Days
 - 8.1. Assembly and installation of the pavilion are to happen simultaneously.
9. **Installation and Tie-in of Water Fountain**- Total Work Days: 2-4 Days
 - 9.1. Installation and tie-in 2-3 Days
 - 9.2. Backfill trenching 1 Day
10. **Picnic Table and Waste Can Assembly, Placement, and Installation**- Total Work Days: 2-3 Days
11. **Site Demobilization and Final Clean**- Total Work Days: 2-4 Days
 - 11.1. Demobilization 1-2 Days
 - 11.2. Final Site Clean 1-2 Days

Based on the outlined above, we expect a maximum of 38 working days. Working days are considered Monday through Friday, excluding government holidays and weekends. A start date of 5/1/2024 places the job at 52 CALANDER days.

Proposed Equipment List

- Caterpillar Mini Excavator
- Kabuto Skid Steer
- Auger Excavator
- Concrete Pump
- Various hand and power tools as required

Treasure Village Montessori

A-RATED CHARTER SCHOOL OF EXCELLENCE

86731 Overseas Highway, Islamorada, FL 33036

February 5, 2024

To Whom It May Concern:

It is with great pleasure that I am writing this letter to recommend the services of CBT Construction. Treasure Village Montessori has been using CBT for our construction needs for over ten years and we have always been completely satisfied with their performance.

Their level of professionalism, quality of work and willingness to adapt to our situation makes choosing them a no brainer.

I'm happy to recommend the services of CBT Construction. If you have any questions, please feel free to contact me back.

Best regards,



Amanda Carey
Office Manager
Treasure Village Montessori Charter School
86731 Overseas Highway
Islamorada, FL 33036
(P) 305-852-3482 (F) 305-852-2432





Reef Environmental Education Foundation

February 5, 2024

To Whom It May Concern,

It is my pleasure to recommend CBT Construction and Development. Reef Environmental Education Foundation (REEF) partnered with CBT for the construction of the new REEF Ocean Exploration Center for Marine Conservation in Key Largo. The project has had a tight timeline from conception to completion. We are about halfway through construction, and the project remains on schedule. The team at CBT has been highly responsive, and they have a dynamic blend of staff roles, skills and personalities to ensure the many complex aspects of this dynamic project remain on track. Of the general contractors in the upper Florida Keys, I would not hesitate to recommend CBT for future projects.

The staff team at CBT have shown that they care about the Keys community and client satisfaction. Their experience, professionalism, and dedication make them a valuable asset, and I am confident that they will continue to excel in their future endeavors.

Should you have any questions or require additional information, please feel free to contact me.

Sincerely,

Martha Klitzkie
Co-Executive Director: Strategy & Operations
Reef Environmental Education Foundation (REEF)
www.REEF.org



February 5, 2024

To Whom It May Concern:

Ocean Studies Charter School worked with CBT Construction and Development to renovate an existing office building and add a second story for our K-8 school site. CBT Construction is skilled at cultivating a teamwork oriented atmosphere. Their team worked well with us to find solutions to problems and overcome numerous challenges during the course of construction. I highly recommend CBT Construction as a General Contractor. They have always exhibited the highest level of integrity, ethics, reliability and fairness.

If you have any questions you are welcome to give me a call – I would be happy to help!

Sincerely,
Trisha Woods
Trisha Woods
Principal



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

CBT CONSTRUCTION AND DEVELOPMENT INC.

Filing Information

Document Number P07000031096

FEI/EIN Number 20-8610459

Date Filed 03/09/2007

State FL

Status ACTIVE

Principal Address

87889 Overseas Hwy
Islamorada, FL 33036

Changed: 02/08/2019

Mailing Address

P.O. BOX 1057
TAVERNIER, FL 33070

Changed: 01/28/2013

Registered Agent Name & Address

TRENTINE, CHRIS PRES.
363 OLEANDER DRIVE
TAVERNIER, FL 33070

Officer/Director Detail

Name & Address

Title DIR.

TRENTINE, CHRIS
P.O.Box 1057
TAVERNIER, FL 33070

Title PRES

TRENTINE, CHRIS
P.O. BOX 1057
TAVERNIER, FL 33070

Annual Reports

Report Year	Filed Date
2022	01/31/2022
2023	03/23/2023
2024	04/04/2024

Document Images

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CERTIFICATE OF LIABILITY INSURANCE

uploaded 12/27/23
to Contractor Licensing
in portal

DATE (MM/DD/YYYY)
12/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Bouchard Insurance for WBS - TG
PO Box 6090
Clearwater, FL 33758-6090

CONTACT

NAME: Todd George
PHONE (A/C, No, Ext): (866) 293-3600 ext. 623
FAX (A/C, No):
E-MAIL:
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC

INSURER A: Zurich-American Insurance Company

16535

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Workforce Business Services, Inc. Alt. Emp: CBT Construction and Development Inc
1401 Manatee Ave. West Ste 600
Bradenton, FL 34205-6708

COVERAGES

CERTIFICATE NUMBER: 23FL079807407

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☐ N	N/A	WC 90-00-818-13	12/31/2023	12/31/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				Location Coverage Period:	12/31/2023	12/31/2024	Client# 051933

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:

CBT Construction and Development Inc
87889 Overseas Hwy
Islamorada, FL 33036

CERTIFICATE HOLDER

Islamorada Village of Islands
86800 Overseas Highway
Islamorada, FL 33036

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Todd George



CERTIFICATE OF LIABILITY INSURANCE

UPLOADED TO PORTAL 4/28/23

DATE (MM/DD/YYYY)
04/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Regan Insurance Agency 90144 Overseas Hwy. Tavernier FL 33070		CONTACT NAME: Lilliam Reyes PHONE (A/C, No, Ext): (305) 852-3234 E-MAIL ADDRESS: lreyes@reganinsuranceinc.com FAX (A/C, No): (305) 852-3703	
INSURED CBT Construction and Development Inc PO Box 1057 Tavernier FL 33070		INSURER(S) AFFORDING COVERAGE INSURER A: Kinsale Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: GL 23-24

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y		0100236530-0	04/28/2023	04/28/2024	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MEDEXP (Any one person) \$ Excluded
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						Uninsured Contractor or \$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N ☐ N/A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

License # CGC1513423

Certificate Holder is shown as an Additional Insured

CERTIFICATE HOLDER**CANCELLATION**

Islamorada Village of Islands Inc 86800 Overseas Highway Islamorada FL 33036	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---



Council Communication

To: Mayor and Village Council
From: Vince Tarves, Systems Engineer
Date: May 7, 2024
SUBJECT: **Resolution Approving Recommendation and Agreement for Surveillance Camera System - TAB 5**

Background:

Surveillance cameras were installed at the Administrative Center and Public Safety Headquarters as part of the original building construction. During the more than fourteen years since the building was completed, the functionality of the cameras deteriorated, and many have stopped working. There is a need for surveillance cameras at the Ron Levy Aquatic Center, Plantation Yacht Harbor Marina, the Public Works area behind the Ron Levy Aquatic Center and at the Founders Park Gate House.

The Village currently utilizes numerous disjointed systems that were installed at various times to monitor and record video camera images/footage on Village-owned properties and buildings throughout the Village. The systems vary in brand, technology, age, capacity, and capability. Replacement of some of these systems with a unified and centralized system that is capable of expansion for new facilities has been identified as a priority. The first installations and replacements prioritized are for the Administrative Center, Plantation Yacht Harbor Marina, Ron Levy Aquatic Center and Public Works area in Founders Park. Surveillance camera locations are both indoor and outdoor.

The solution being sought is a surveillance camera system that can be adapted to changes in building infrastructure in response to changes that occur in office/facility layout over time and expanded to additional facilities and properties as they are prioritized for surveillance cameras.

Analysis:

The Village issued Request for Proposals ("RFP") 24-04 on February 5, 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 Surveillance Camera System Project (the "Project").

RFP 24-04 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 24-04 was published on DemandStar.com and on the Village's website from February 5, 2024, through the submittal deadline and was also advertised through email distribution, on Facebook and in the local newspaper for two weeks.

The Village received a total of nine (9) proposals in response to RFP 24-04. To evaluate the proposals, an Evaluation Committee (the "Committee") was established. Cost is not the only factor considered during the evaluation. Consideration was also given to each firm's

organization, experience with similar projects, qualifications, proposed timeline for completion, warranties and lighting fixtures proposed.

The proposals were reviewed and scored by the Evaluation Committee in a publicly noticed meeting on March 13, 2024. A maximum of 110 points was available in the scoring system, for a total maximum score of 440 points from the four-member Committee. This included the ten additional points that were available for local preference, for which two (2) firms qualified. One proposal was not ranked by the committee because the cameras to be provided are on the list of those disallowed by the federal government due to Chinese ownership. The Committee ranked the proposals as follows according to the criteria and point system provided in the RFP.

Rank	Proposer/Firm Name	Points	Cost Proposal
1	Monifi Technology Group	369	\$ 50,075.00
2	SCS of South Florida	329	\$ 63,965.00
3	Castaway Security Solutions	276	\$ 37,515.45
4	Integrated Fire & Security Solutions	254	\$ 47,551.41
5	HNL Corp	245	\$ 36,900.00
6	All Cable	237	\$ 28,658.88
7	FKE/Hytech Solutions	204	\$ 58,000.00
8	Pro-Tech Connections	200	\$ 78,180.00

Adoption of the proposed Resolution would approve the ranking of the RFP 24-04 Evaluation Committee, the recommended selection of Monifi for the Surveillance Camera System Project and authorize the Village Manager to enter into an Agreement with Monifi to complete the project at the cost of \$50,075.00.

The estimated project timeline for installation of the new cameras is approximately ten (10) days with a crew of three technicians.

The remainder of the form of contractor's proposal is confidential and exempt pursuant to section 119.071(3)(a), Florida Statutes.

Budget Impact:

The proposed cost for the Project is \$50,075.00. The revenue source for the project would be Local Government Discretionary Sales Surtax accounted for in the Capital Project Fund. The approved Fiscal Year 2023-2024 Capital Project Fund Budget does not include the Surveillance Camera System Project as it was not identified as a priority by September 2023. If approved, and if necessary based on budget vs actual expenditures, staff would present a budget amendment to increase the capital outlay account budget by \$50,075.00.

Staff Impact:

The Village's Information Technologies (IT) Systems Engineer would oversee scheduling, implementation and completion of the Project in coordination with the Fire Chief, Founders Park Director, Marina Head Dockmaster and Public Works Director for the cameras in the areas for those departments.

Recommendation:

It is recommended that the Village Council adopt the proposed resolution thereby approving the recommended selection of Monifi for the Project and authorizing the Village Manager to

enter into an Agreement with Monifi in substantially the form provided as Exhibit “1” to the proposed resolution.

- Attachments:**
1. Reso_RFP 24-02_Award_and_Agrmt_Solar_Lights_Replacement_with_attachments
 2. CONFIDENTIAL - Pages from Reso_RFP 24-02_Award_and_Agrmt_Solar_Lights_Replacement_with_attachments-2

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 24-04 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR THE SURVEILLANCE CAMERA SYSTEM PROJECT; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; APPROVING A BUDGET AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") operates and maintains public buildings and properties throughout the Village; and

WHEREAS, surveillance cameras are utilized at specific locations for the safety and security of the public and staff; and

WHEREAS, the Village currently utilizes numerous disjointed systems that were installed at various times to monitor and record video camera images/footage on Village-owned properties and buildings; and

WHEREAS, replacement of some of these surveillance camera systems with a unified and centralized system that is capable of expansion for new facilities has been identified as a priority; and

WHEREAS, on February 5, 2024, the Village issued Request for Proposals (RFP) 24-04 to solicit proposals from qualified firms to complete the Surveillance Camera System Project (the "Project"); and

WHEREAS, an Evaluation Committee (the "Committee") was established to review responsive proposals to the RFP and make a recommendation to the Village Council for the

selection of a Contractor to complete the Project; and

WHEREAS, the Committee reviewed the nine (9) proposals received using the selection criteria detailed in RFP 24-04 and recommends selection of the highest-ranked proposal from Monifi Technology Group, LLC for the Project for an amount not to exceed Fifty Thousand Seventy Five and 00/100 Dollars (\$50,075.00) to complete the Project; and

WHEREAS, the Village Council finds that approval and selection of Monifi Technology Group, LLC and entering into an Agreement for the Project is in the best interest of the Village and its residents.

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

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

Section 2. **Approval of Selection.** The Village Council hereby approves the selection of Monifi Technology Group, LLC 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 Monifi Technology Group, LLC substantially in the form attached hereto as Exhibit "1", for completion of the Project in an amount not to exceed Fifty Thousand Seventy Five and 00/100 Dollars (\$50,075.00).

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

Section 6. 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.

Motion to adopt by _____, seconded by _____.

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.

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

AGREEMENT

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

ISLAMORADA, VILLAGE OF ISLANDS

a Florida municipal corporation, hereinafter "**VILLAGE**,"

and

MONIFI TECHNOLOGY GROUP, LLC.

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

WITNESSETH:

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

Article I. PREAMBLE

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

Section 1.01 The VILLAGE is in need of an independent experienced contractor to provide the materials and services to install a surveillance camera system at specific locations at the Administrative Headquarters and within Founders Park in a timely and responsive timeframe (the "Project").

Section 1.02 On February 5, 2024, the VILLAGE issued Request for Proposals No. 24-04 for the Project, including all Exhibits and Addenda (the "RFP").

Section 1.03 On March 13, 2024, the VILLAGE received a proposal from CONTRACTOR, for completion of the Project as expressed in the RFP.

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

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

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.

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 **Fifty Thousand Seventy Five and no/100 Dollars (\$50,075.00)**.

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

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

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

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

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

Article V. CONTRACTOR'S LIABILITY INSURANCE

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

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.

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: Robert Cole
 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: Titus Rennie/Owner/CTO
Monifi Technology Group, LLC.
82801 Overseas Hwy., #1439
Islamorada, FL 33036
titus@monifi.net

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.

[SIGNATURE PAGE FOLLOWS]

[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: _____

Exhibit "A"

FORM OF CONTRACTOR'S PROPOSAL

Monifi Technology Group, LLC.

82801 Overseas Hwy. #1439

305-922-2762 (Main)

305-394-5489 (Titus Cell)

titus@monifi.net

www.monifi.net



Islamorada, Village of Islands

86800 Overseas Hwy

Islamorada, FL 33036

305-664-6400 (Main)



To Whom it May Concern:

This letter is for the intent of winning the bid for the Islamorada RFP24-04 Surveillance Cameras. Monifi Technology is a local I.T. Services company based out of Islamorada Florida. Monifi has been in business since December of 2015 and is one of the largest if not the largest I.T. company based in the Florida Keys. Monifi currently has 7 technicians living in the Florida Keys and working full time. 4 Technicians live in the Islamorada area, 1 lives in Marathon, and 2 live in Key West. We are able to cover any part of the Islands within a 15 to 45 minute timeframe.

Our staff is comprised of all fully qualified technicians with the versatility to go from basic pc troubleshooting to large enterprise level Wi-Fi, camera systems, phone systems, network and server installs. We understand networks and systems and have the skill to maintain them all. Having the understanding of all systems allows for much faster repair when issues do happen. Monifi also monitors a 24/7/365 helpdesk of which local technician's manage and dispatch when needed.

For the RFP24-04 Surveillance Camera project, Monifi will assign 3 technicians that will working together to complete the install and setup. These same technicians have completed many similar installs here locally on the islands. Below is a list of three projects and the contact info to speak with the owners/managers of the site where the work was completed:

1. Atlantic Bay Resort –Tavernier
Contact: Manager Sandra 305-509-3125
2. Kings Kamp/Captain Jax and Summerland Road - Key Largo
Contact: Owner Gino Angela 954-612-4061

3. Hawks Cay Resort and Marina – Marathon

Contact: Resort Director Tiffiany Holmes 305-289-2979

Each of the above projects are for full camera systems. These systems provide the required recording times as well as cameras that are placed around the properties to allow for a full view of all areas from a single login provided to each user that needs the access.

Monifi would be able to provide a long term contract for the maintenance and repairs for any future issues that may come up after the camera system is in place. This would allow for a technician to stop in weekly and check the hardware for anything that may cause a problem, and fix anything that may have the need for repair. It would also allow for a phone number and email address to be provided for the Village, so that if anything happens during the days that Monifi is not onsite, a ticket can be put in and someone will respond and dispatch if needed.

Sincerely,

Titus Rennie
Owner/CTO
305-394-5489



2024 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/23

This Certificate Expires on December 31, 2024

Business Name and Location Address

Certificate Number

54-8016945560-5

MONIFI TECHNOLOGY GROUP, LLC.
82801 OVERSEAS HWY UNIT 1439
ISLAMORADA, FL 33036-1886

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property
- Re-rental as tangible personal property
- Resale of services
- Re-rental as commercial real property
- Incorporation into tangible personal property being repaired
- Re-rental as transient rental property
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing

Your *Florida Annual Resale Certificate for Sales Tax* (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You **may not** use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

As a seller, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.

1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

Online: Visit floridarevenue.com/taxes/certificates

Phone: 877-357-3725 and enter your customer's Annual Resale Certificate number

Mobile App: Available for iPhone, iPad, and Android devices

Exhibit "B"

PROJECT TIMELINE

Proposal # ISLA1000RFP2404



12 March 2024

Islamorada Camera Project RFP 24-04

Vince Tarves

Islamorada, Village of Islands
86800 Overseas Hwy
Islamorada, FL 33037

Monifi Technology Group

82801 Overseas Hwy. #1439
Islamorada, FL 33036
305-922-2762 Main

Unit	DETAILS	Amount	LINE TOTAL
11	Dome Camera 8MP IPFX-D80V-IRW3	775.00	8,525.00
4	IPEL-PB80F-ADW1 Panoramic Camera 180 Degree View	850.00	3,400.00
2	8 Port Aruba InstaOn 1Gbps Switch	550.00	1,100.00
5	48v POE Injectors	105.00	525.00
1	Network Video Recorder 32 Channel 40TB Recording Storage	7,500.00	7,500.00
3	1000' Cat6e Cable Outdoor Rated Direct Burial UV Protected	425.00	1,275.00
1	Mics Parts, brackets, weatherproofing gel and other items	1,500.00	1,500.00
1	Electrical Conduit - Outlets and other Electrical hardware	5,250.00	5,250.00
120	Labor to Install and Configure Camera System w/ 2 Technicians	175.00	21,000.00

Net Total \$50,075.00

Taxes on Hardware Sales only Tax -

TOTAL \$50,075.00



Islamorada RFP 24-04
Islamorada, Village of Islands
86800 Overseas Hwy.
Islamorada, Florida 33037



This document outlines the Camera Project that Monifi Technology Group, LLC. is proposing for Islamorada, Village of Islands.

This Project consists of 15 cameras that will be placed outside and inside the City Hall building, as well as the Founders Park Gate House and Pool house.

All equipment will be installed and configured by Monifi Technology Group, LLC. The install will take approximately 120 man hours to install, using three technicians. The cameras will be placed in accordance to the map provided. These locations will provide the views needed to properly cover the areas listed in the RFP. The below Outlines those Locations:

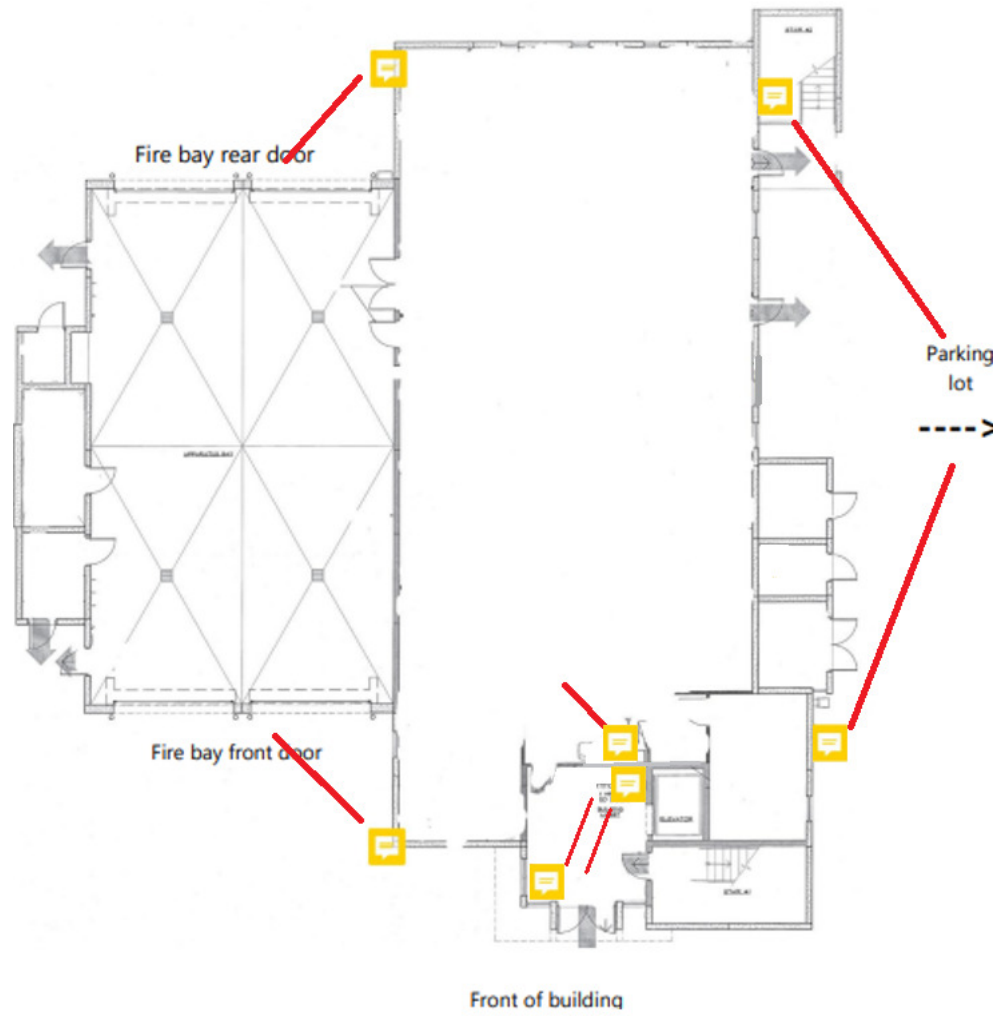
First Floor Lobby – 2 Dome Cameras	Second Floor Lobby – 1 Dome Camera
Third Floor Lobby – 1 Dome Camera	Police Lobby – 1 Dome Camera
Fire Bay Doors – 2 Dome Cameras	Parking Area – 2 Dual Lens Cameras
Gatehouse – 1 Dome Cameras	Public Works – 1 Dual Lens Camera
Pool House Lobby – 1 Dome Camera	Pool Area – 1 Dual Lens Camera
Marina Fuel Dock – 1 Dome Camera	Marina Boat Ramp – 1 Dome Camera

The timeline for completion of the project is approximately 10 days. This may vary depending on weather or items found that may have not been expected.

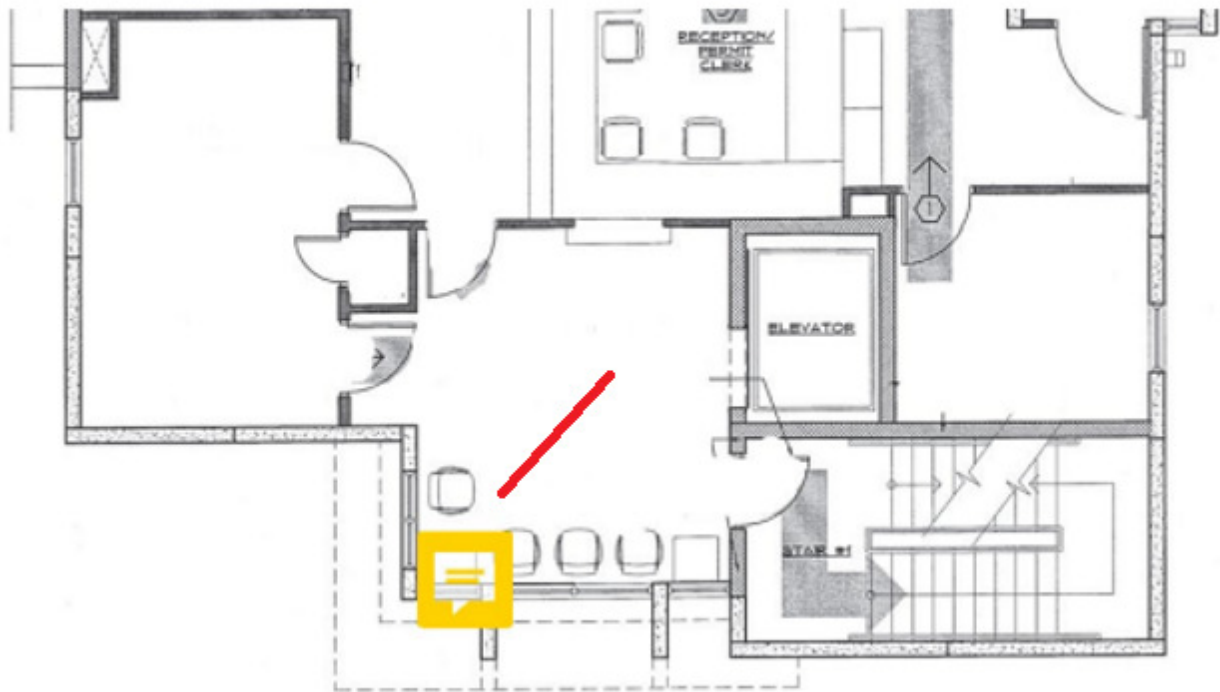
All equipment is held with a 4 year warranty. All installation work completed will have a 30 day warranty.

This proposal is to remain in effect for 90 Days and the total cost shall not exceed \$50,075.00

Monifi is pleased to offer the above proposal for RFP 24-04 Camera Surveillance project for Islamorada, Village of Islands.



Second floor lobby – one (1) indoor camera



Third floor lobby – one (1) indoor camera



Surveillance Camera Locations at Founders Park, Public Works and the Marina shown

An aerial satellite view of Islamorada Park in Islamorada, Florida. The park features a large baseball field, a soccer field, a basketball court, and a pool. Several locations are marked with white stars, indicating camera positions: 360 Camera, Pool Camera, Park Office Camera Indoor, Works Outdoor 180 Camera, Gate Camera with sound, and Founders Dog Park. The image also shows surrounding roads, including Overseas Hwy, and nearby buildings like the Islamorada Chamber Of Commerce & Visitors Bureau. The Google Earth interface is visible at the bottom, showing the date 12/30/2017 and coordinates 24°57'44.08" N, 80°34'01.59" W.



Council Communication

To: Mayor and Village Council
From: Maria Bagiotti, Founders Park Director
Date: May 7, 2024
SUBJECT: **Resolution Approving Ranking of Proposals and Negotiation of an Agreement for the Inclusive Playground for Founders Park Beach - TAB 6**

Background:

Islamorada, Village of Island, Florida (the “Village”) provides park facilities for residents and visitors. Islamorada Founders Park, located at 87000 Overseas Highway, is the center of the Village’s Park system, offering sports programs, recreational programs, and facilities for aquatics, golf, soccer, baseball, pickleball, tennis, and basketball. Also in Founders Park is a beautiful beach with tiki huts, barbecue grills, a swim zone, showers, restroom facility and playground area. The current playground features were installed in 2015. The equipment has deteriorated over time due to the weather conditions, salt air and extreme sun.

Play is an important part of kids’ physical, social, intellectual, and emotional development. The Village is aware of the need to provide more inclusive amenities and improve the experience of visitors and residents that have physical limitations or restrictions. The Village is highly motivated to provide an inclusive playground at Founders Park beach. The need for replacement of the playground equipment provides the opportunity for the Village to provide the new inclusive amenity within the footprint of the existing playground.

Analysis:

On February 20, 2024, the Village issued Request for Proposals (RFP) 24-06 to solicit sealed proposals from Florida licensed contractors to provide the materials and services to design an inclusive playground for Founders Park, remove the existing equipment and fixtures and install the new playground equipment and fixtures, also referred to herein as the “Project”. Proposers were invited to submit up to three (3) options for the playground design and features.

The RFP was advertised for a total of 31 days on the Village’s website, on DemandStar, and on the Village’s Facebook page. The RFP was further disseminated though an email news distribution and publication in a local newspaper. The Village received five (5) proposals, with one (1) to three (3) options in each in response to RFP 24-06.

Playmore Recreational Products and Services (“Playmore”) submitted three (3) design options with costs from \$561,889.00 to \$597,882.00.

Bliss Products submitted two (2) designs options with costs from \$543,540.00 to \$677,325.00.

Leadex Corporation submitted two (2) designs options with costs from \$549,510.92 to \$547,751.72.

Advanced Recreational Products submitted one (1) design at the cost of \$656,105.00.
Gametime/DRP submitted one (1) design at the cost of \$315,825.11.
Digital copies of the proposals can be provided by the Village Clerk's Office.

To evaluate the proposals, an Evaluation Committee (the "Committee") comprised of Founders Park Director Maria Bagiotti, Founders Park Program Manager Annie Onsgard and Human Resources Director Evie Engelmeyer was established. Cost is not the only factor considered during an evaluation. Consideration is also given to each firm's organization, experience, qualifications, and proposed timeline for completion. Important to this evaluation process was the number of inclusive playground features included in the designs.

The proposals were reviewed and scored by the Evaluation Committee in a publicly noticed meeting on April 11, 2024. A maximum of 100 points were available in the scoring system for non-local businesses, for a total maximum score by the Committee of 300 points. The Committee scored the proposals according to the criteria and point system provided in the RFP. The scores and ranking of the proposals were as follows:

Rank	Proposer/Firm Name	Points
1	Playmore Recreational Products and Services	273
2	Bliss Products	247
3	Leadex Corporation	215
4/5	Advance Recreational Products	187
4/5	Gametime/DRP	187

Adoption of the attached Resolution would approve the ranking of the RFP 24-06 Evaluation Committee and the recommended selection of Playmore Recreational Products and Services ("Playmore") for the Project. The proposed Resolution would also authorize the Village Manager and Village Attorney to negotiate an agreement with Playmore for the requested services in substantially the form of Agreement provided as an exhibit to RFP 24-06 and provided hereto as Exhibit "1" to the proposed Resolution.

Budget Impact:

The final design and cost for the Project has not yet been negotiated. The adopted FY 2023-2024 budget includes \$550,000.00 in the Capital Project Fund for the Parks and Recreation Capital Project. Those funds would not be expended during the current fiscal year due to the timing of initiation of the Project. The final cost for the Project will have been negotiated during the preparation of the FY 24-25 budget and the cost would be included in the Capital Project Fund for the Parks and Recreation. The Village would utilize Discretionary Sales Surtax in the Capital Project Fund to pay for project costs.

The Village submitted an application for 2025 funding from the Tourist Development Council (TDC) in the amount of \$597,000.00. TDC evaluation and recommendations for grant awards will be completed at its meeting in June 2024. If awarded by the TDC, acceptance of the funding would be presented to the Village Council at a meeting in August 2024 and funds could be expended after approval by the Monroe County Board of County Commissioners in October 2024.

Staff Impact:

The Founders Park Director would act as Project Manager.

Recommendation:

It is recommended that the Village Council adopt the attached resolution, thereby approving the selection of Playmore for the Project and authorizing the Village Manager and Village Attorney to negotiate an agreement. The Agreement would be brought to Council at a future meeting for consideration of approval.

Attachments: 1. Resolution Founders Park Playground-with attachment

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE RANKING OF THE RFP 24-06 EVALUATION COMMITTEE FOR DESIGN AND INSTALLATION OF AN INCLUSIVE PLAYGROUND FOR FOUNDERS PARK BEACH; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands, Florida (the "Village") provides park facilities for residents and visitors that includes a playground at Founders Park Beach; and

WHEREAS, the Village is aware of the need to provide more inclusive amenities and improve the experience of visitors and residents that have physical limitations or restrictions and desires to provide an inclusive playground at Founders Park each; and

WHEREAS, on February 20, 2024, the Village issued Request for Proposals (RFP) 24-06 in accordance with Sec. 2-327(b) and (c)(4) of the Village's Purchasing Guidelines in the Village Code of Ordinances to solicit sealed proposals from Florida licensed contractors to provide the materials and services to design an inclusive playground for Founders Park, remove the existing equipment and fixtures and install the new playground equipment and fixtures (the "Project"); and

WHEREAS, the Village received five (5) proposals in response to RFP 24-06 following the advertising period from February 20, 2024 through March 22, 2024; and

WHEREAS, an Evaluation Committee (the "Committee") was established to review the proposals and make a recommendation for the Village Council to approve the ranking and approved negotiations; and

WHEREAS, the Committee scored the five (5) proposals based upon the evaluation criteria set forth in RFP 24-06 and recommends the Village Council approved the ranking of the top three (3) proposers; and

WHEREAS, the Village Council finds that approval of the Committee's ranking and direction to negotiation an agreement for the Project is in the best interest of the Village and its residents.

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

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

Section 2. **Approval of Ranking.** The Village Council hereby approves the following ranking for the Design and Installation of an Inclusive Playground for Founders Park Beach:

1. Playmore Recreational Products and Services
2. Bliss Products
3. Leadex Corporation

Section 3. **Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized to negotiate the terms and conditions of an Agreement with the top-ranked firm in substantially the form as provided as Exhibit "1" and if unsuccessful, negotiate with the second ranked firm and, if necessary, the third ranked firm in succession. Upon successful negotiation, the Agreement will be subsequently brought to the Village Council for final approval.

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

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilman Mark Gregg _____

Councilwoman Elizabeth Jolin _____

Councilman Henry Rosenthal _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

AGREEMENT

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

ISLAMORADA, VILLAGE OF ISLANDS

a Florida municipal corporation, hereinafter "**VILLAGE**,"

and

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

WITNESSETH:

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

Article I. PREAMBLE

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

Section 1.01 The VILLAGE is in need of an independent experienced contractor for the design and installation of an inclusive playground at Founders Park in a timely and responsive timeframe (the "Project").

Section 1.02 On February 20, 2024, the VILLAGE issued Request for Proposals No. 24-06 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 and ranked the proposal in accordance with the RFP and determined that CONTRACTOR was a the highest ranked, responsive and responsible proposer for the Project.

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

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

Article II. SCOPE OF WORK

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

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

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

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

Article III. TIME FOR COMPLETION

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

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

Article IV. CONTRACT PRICE, GUARANTEES AND WARRANTIES

Section 4.01 The VILLAGE hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with the Proposal attached hereto as Exhibit "A", and as directed by VILLAGE. Prices for work completed by the CONTRACTOR shall be as reflected in Exhibit "A". A total contract price hereto is referred to as Contract Price and shall not exceed _____ and no/100 Dollars (\$_____.00).

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

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

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

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

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

Article V. CONTRACTOR'S LIABILITY INSURANCE/BOND

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

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

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

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

Section 5.05 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are as follows: premises, operations,

products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- (a) Workers' Compensation Insurance – as required by law;
- (b) Comprehensive General Liability Insurance, including Premises Operation, Products and Completed Operations, Blanket Contractual Liability, Personal Injury Liability, Expanded Definition of Property Damage - \$1,000,000 combined single limit;
- (c) 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: Contact Name/Title
Company
Street Address
City, State and zip code
Email address

Section 12.10 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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

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

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

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

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

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

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

[ANY CONTRACT DOCUMENTS FROM RFP SHALL BE INSERTED IN AGREEMENT]

Form of Agreement

[SIGNATURE PAGE TO AGREEMENT]

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

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: _____

_____, Village Manager

AUTHENTICATION:

Marne McGrath, Village Clerk

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

John J. Quick, Interim Village Attorney

CONTRACTOR

WITNESS:

Print Name:_____

By:_____

Print Name:_____

Title:_____

Date:_____

ATTEST:

SECRETARY

STATE OF FLORIDA)
COUNTY OF _____)

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

NOTARY PUBLIC

My Commission Expires:

Exhibit "A"

FORM OF CONTRACTOR'S PROPOSAL

Form of Agreement



Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: May 7, 2024
SUBJECT: **Resolution Approving and Ratifying FY 23-24 Purchases from F.J. Nugent for the Wastewater Department - TAB 7**

Background:

Pursuant to Section 2-327 of the Village's Code of Ordinances relating to the Village's purchasing guidelines, the Village Manager has the authority to make purchases or enter into contracts for purchases of materials, supplies, equipment, improvements, or services where the total amount expended is less than \$25,000.00 and the aggregate total for any single vendor in any single year is less than \$25,000.00. Purchases of or contracts for purchases of materials, supplies, equipment improvements, or services where the total amount expended is \$25,000.00 or more shall be awarded by the Village Council. Purchases arising because of emergencies are exempt from Village Council approval. However, the Village Manager must notify each Council Member of the type and amount of the emergency purchase within 24 hours.

F.J. Nugent and Associates, Inc. ("F.J. Nugent") is the sole source vendor for E-One grinder pumps and parts for the Village's wastewater collection and transmission system. It is essential to have a supply of replacement parts in inventory for repairs and maintenance on the collection system.

At the March 12, 2024, Regular Village Council Meeting, the Village Council passed and adopted Resolution No. 24-03-20 approving and ratifying \$122,000.00 in purchases from FJ Nugent for FY 2023-2024.

On April 2nd, there was a major break caused by Florida Keys Aqueduct Authority (FKAA). This break stopped the flow of wastewater north, towards the treatment plant, blowing multiple statos as well as 15 grinder pumps. The same week, a separate incident occurred and a duplex grinder basin failed, causing I&I to enter the system. This is the process of groundwater, or water from sources other than domestic wastewater, entering sanitary sewers. I&I causes dilution in sanitary sewers, which decreases the efficiency of treatment, and may cause sewage volumes to exceed design capacity. In order to get our system back in working order, we utilized the funds approved from the March 12th meeting, depleting the anticipated available funds for the remainder of the FY23/24.

Please also note that the Village systematically pursues and assures through an invoicing and collection protocol the recovery of our expenses (parts and labor) for any damage to our infrastructure caused by FKAA, or any other entity responsible. FKAA has been responsive to any such reimbursement requests and we anticipate their cooperation in this specific

circumstance, as well. Funds recovered are deposited back to the accounts where our costs were incurred.

Analysis:

From the beginning of Fiscal Year 2023-2024, through February 27, 2024, the Village has purchased \$120,106.83 worth of parts and supplies from F.J. Nugent, with \$1,893.17 remaining for purchases. The Wastewater Department estimates that an additional \$50,000.00 in parts from F.J. Nugent is needed through the end of the fiscal year, and staff seeks Council approval of the additional purchases.

The attached Resolution would approve the additional purchases in the amount of \$50,000.00 in additional purchases from F.J. Nugent through the remainder of FY 2023-2024. The total purchasing authorization for F.J. Nugent in FY 2023-2024 would be \$172,000.00 if the attached Resolution is adopted and passed.

Budget Impact:

The Village's FY 2023-2024 approved budget for the Wastewater Enterprise Fund includes \$270,000.00 for Operating Supplies, \$510,000.00 for Repair and Maintenance expenses, and \$350,000.00 for Infrastructure for Capital Outlay. Purchases from F.J. Nugent would be coded to these accounts as appropriate.

Staff Impact:

No change in staffing levels would occur as a result of passage and adoption of the attached Resolution.

Recommendation:

Staff recommends approval and adoption of the attached Resolution thereby authorizing and ratifying the purchase of wastewater parts from F.J. Nugent.

Attachments: 1. 48P2321-Resolution ratifying FJ Nugent expenses (May 2024 agenda)

RESOLUTION NO. 24-

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

WHEREAS, as part of development and maintenance of its central wastewater collection and transmission system, Islamorada, Village of Islands (the "Village"), purchases grinder pumps, grinder pump parts, and other specialized parts and equipment from F.J. Nugent and Associates, Inc. ("F.J. Nugent"), as a sole-source vendor on a project-by-project or as-needed basis; and

WHEREAS, on November 7, 2023, the Village Council adopted Resolution 23-11-126 approving \$80,000.00 in purchases from F. J. Nugent in FY 2023-2024; and

WHEREAS, on March 12, 2024, the Village Council passed and adopted Resolution No. 24-03-20 approving and ratifying \$122,000.00 in purchases from FJ Nugent for FY 2023-2024.; and

WHEREAS, the Village estimates it will need to purchase an additional \$50,000.00 in parts from F. J. Nugent through the remainder of FY 2023-2024, which ends on September 30, 2024; and

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

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council") finds that approval of additional purchases from F. J. Nugent in the amount of \$50,000.00 through fiscal

year ending September 30, 2024, is in the best interest of the Village.

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

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

Section 2. Approval of Expenses. The Village Council hereby approves the purchase of an additional Fifty Thousand and 00/100 (\$50,000.00) in parts from F.J. Nugent through September 30, 2024.

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

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the purchases.

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

[Remainder of the page intentionally left blank.]

Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder _____

Vice Mayor Sharon Mahoney _____

Councilman Mark Gregg _____

Councilwoman Elizabeth Jolin _____

Councilman Henry Rosenthal _____

PASSED AND ADOPTED ON THIS ____ DAY OF _____, 2024.

JOSEPH B. PINDER, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY



Council Communication

To: Mayor and Village Council
From: Jennifer DeBoisbriand , Planning Director
Date: May 7, 2024
SUBJECT: **Amended 2024 Building Permit Allocation System (BPAS) Quarterly Distribution Schedule - TAB 8**

Background:

Section 30-474(e) of the Village Code of Ordinances (the “Village Code”) requires that the Village Council establish the total amount of nonresidential floor area and residential dwelling units that may be made available for the next annual Building Permit Allocation System (“BPAS”) allocation, the quarterly allocations for that year, and the distribution of this allocation between categories.

On November 9, 2023, the Village Council voted to establish the total amount of nonresidential floor area and affordable residential dwelling units made available for 2024. The Village Council subsequently adopted a Comprehensive Plan amendment establishing additional non-residential floor area, additional market rate allocations and the criteria and allocation schedule for the 300 Workforce Affordable Housing unit allocations which required an amendment to the adopted 2024 distribution schedule.

Analysis:

The attached Resolution proposes a distribution schedule for 2022 as follows:

The amount of nonresidential floor area available for allocation in 2024 is 20,261 square feet (13,091 square feet rolled over from 2023 plus an additional 7,170 square feet from the Comprehensive Plan amendment adopted in 2024). The proposed distribution schedule allows the square footage to roll over from quarter to quarter.

There are two (2) affordable housing allocations available for distribution in 2024 (rolled over from 2023). The proposed distribution schedule allows allocations to roll over from quarter to quarter.

There are thirty (30) Workforce affordable allocations available from the Comprehensive Plan amendment. The proposed distribution schedule allows allocations to roll over from quarter to quarter.

There are ten (10) market rate residential allocations available from the Comprehensive Plan amendment. The proposed distribution schedule allows for five (5) allocations with land dedication and two (2) allocations without land dedication available for award in Quarter 2, zero (0) allocations available in Quarter 3, and zero (0) allocations available in Quarter 4.

Budget Impact:

The adoption of the proposed Resolution would not have an impact on the budget.

Staff Impact:

Staff activity would include administering and processing of applications associated with the Building Permit Allocation System (BPAS).

Recommendation:

It is recommended that the Village Council pass and adopt the proposed Resolution, thereby amending the total amount of nonresidential floor area and residential dwelling units that may be made available, the quarterly allocations, and the distribution of allocations between categories of the BPAS for 2024.

Attachments: 1. 2024 Amended Schedule Resolution

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING THE 2024 TOTAL AMOUNT OF NONRESIDENTIAL FLOOR AREA AND RESIDENTIAL DWELLING UNITS, QUARTERLY ALLOCATIONS, AND THE DISTRIBUTION OF ALLOCATIONS BETWEEN CATEGORIES OF THE BUILDING PERMIT ALLOCATION SYSTEM FOR 2024; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village") adopted Ordinance 02-17 which implemented the Building Permit Allocation System ("BPAS") as set forth in Chapter 30, Article IV, Division 11 of the Village Code of Ordinances (the "Code"); and

WHEREAS, in accordance with Section 30-474(e) of the Village Code requires that the Village Council establish the total amount of nonresidential floor area and residential dwelling units that may be made available for the annual allocations, the quarterly allocations for that year, and the distribution of this allocation between categories; and

WHEREAS, on November 9, 2023, the Village Council voted to establish the total amount of nonresidential floor area and affordable residential dwelling units made available for 2024; and

WHEREAS, the Village Council adopted a Comprehensive Plan amendment establishing additional non-residential floor area, additional market rate allocations and the criteria and allocation schedule for the 300 Workforce Affordable Housing unit allocations; and

WHEREAS, the Village Council desires to amend the adopted 2024 allocation distribution schedule (Resolution 23-11-136) for the total amount of nonresidential floor area and residential dwelling units that may be made available for 2024.

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

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

Section 2. Nonresidential Floor Area. The amount of nonresidential floor area available for allocation in 2024 is 20,261 square feet (13,091 square feet rolled over from 2023 plus an additional 7,170 square feet from the Comprehensive Plan amendment).

Section 3. Quarterly Nonresidential Floor Area Allocations. (a) Pursuant to Village Comprehensive Plan Policy 1-3.1.1 nonresidential floor area shall be allocated quarterly as follows:

Quarter 2 (June) – 20,261 square feet

Quarter 3 (September) – Any rollover floor area from Quarter 2

Quarter 4 (December) - Any rollover floor area from Quarter 3

Section 4. Amount of Residential Dwelling Units. The remainder of residential allocations for 2024 is ten (10) market rate, and thirty (30) Workforce Affordable Housing units.

Section 5. Quarterly Residential Allocations.

(a) Pursuant to Village Comprehensive Plan Policy 1-3.1.1 residential units shall be allocated quarterly as follows:

Quarter 2 – Thirty (30) Workforce Affordable (in perpetuity)

Five (5) market rate with land dedication

Two (2) market rate without land dedication

Quarter 3 - Any rollover Workforce Affordable from Quarter 2

Quarter 4 - Any rollover Workforce Affordable from Quarter 3

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

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilwoman Elizabeth Jolin _____

Councilman Mark Gregg _____

Councilman Henry Rosenthal _____

PASSED AND ADOPTED THIS 7th DAY OF MAY, 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 QUICK, INTERIM VILLAGE ATTORNEY

This Resolution was filed in the Office of the Village Clerk of this ____ day of _____, 2024.



Council Communication

To: Mayor and Village Council
From: Terry Abel, Fire Chief
Date: May 7, 2024
SUBJECT: **Resolution Approving Donation of Motor Vessel from the Islamorada Firefighter's Benevolent Association and Establishing Fire Marine Emergency Response Program - TAB 9**

Background:

The Islamorada Fire Rescue (IFR) Department has been working for a few years to procure a fire boat to better aid in assisting the residents and tourists of Islamorada if a waterborne emergency should arise. While the United States Coast Guard (USCG) and the Florida Fish and Wildlife Conservation Commission (FWC) bring great emergency response assets to the Islamorada community, they do not have firefighting capabilities. Often, assigned USCG and FWC staff who respond to waterborne emergencies are only first responder certified and possess no firefighting abilities. There have been a growing number of unfortunate emergency incidents on the water just offshore Islamorada in the past few years where the presence of a fire/EMS boat could have changed the outcome.

The only fire boats in Monroe County are at the opposite ends of the Keys – one in Key West and one at the Ocean Reef Community Association ("ORCA"). Marathon has a donated sheriff's office vessel; however, it is not set up to provide rescue response and does not possess any firefighting capabilities. The Fire Chiefs of Monroe County have been trying to implement a fire boat program for some time as a result of a tragic incident that happened in 2017 a few miles from Cudjoe Key. A family was boating, and their daughter accidentally got hit by a boat propeller. Because medical assistance could not be provided in time on the water, their daughter did not survive the incident. The increase in tourism, boat usage and boating traffic in the Keys has led to a recognition of voids in emergency response service levels. It is the belief of the Fire Chiefs of Monroe County that a fire boat in Islamorada and other key locations throughout the Keys would address these voids in service levels. There have been discussions about the need for a greater marine-based emergency response capability among public safety agencies in the Keys.

At a multi-county coordination meeting held September 13, 2023, between members of the Lee County and Collier County Marine Emergency Response Teams (MERTs), Monroe County Fire Rescue officials, City of Marathon Fire Rescue officials, Village of Islamorada Fire Rescue officials, ORCA public safety officials, FWC, Florida State Representative Lauren Melo, members of Representative Jim Mooney's office, founder of Heart Like Harlie Foundation, discussion was held regarding options for initiating, coordinating, training and funding a countywide fire boat program. Strategic placement of vessels, training requirements, and recent needs for fire boat type vessels with evaluation of pros and cons of nearly all aspects to properly vet the program were additionally discussed. A representative

from North Collier Fire District (NCFD) spoke about a vessel the NCFD was taking out of service after recently procuring a new fire boat for their area. He stated the boat may become available in case another entity in attendance was interested.

At this point the Village's FY 2023-2024 budget process with two workshops and one final budget hearing concluded and the second final hearing less than a week away, the Islamorada Fire Chief determined that requesting Village funds to procure the vessel would not be feasible, so the purchase proposal was not raised by the Fire Chief at that time.

In the meantime, IFR staff contacted the NCFD to inquire about the boat and obtain additional information. The NCFD explained that they had a survey of the boat conducted the month prior, and their process for disposal of an asset was provided. IFR staff requested a third-party review of the survey by a local regional surveyor for his input as to the findings, and a local certified Mercury mechanic was contacted to review the motor information and pull any additional information available at the Mercury online database. With everyone agreeing that the boat would serve as a good boat to get the program in motion and start serving the Islamorada community, the Fire Chief continued to investigate funding sources.

The Islamorada Firefighter's Benevolent Association (IFBA) ultimately purchased the boat after determining that providing this boat for the community falls directly in-line with the mission and vision statements of the Association. With the intent of donating the asset to Islamorada, Village of Islands, the IFBA purchased a 2006 36' Twin Vee Fire Boat from NCFD in the amount of \$45,000.00. The donation would augment existing service levels and provide additional resources when needed.

Analysis:

The attached Resolution would approve the acceptance of the donation of the fire boat from the IFBA, and it would approve the establishment of a pilot program for IFR Marine Emergency Response Team program. The program has had great success elsewhere in the State and staff feels it is warranted. To begin the program this boat asset would respond when normal marine assets are not available to respond to emergencies and would not be staffed at all times.

The Fire Chief anticipates a portion of career and volunteer members of IFR staff would be trained on fire boat operations and would obtain related certifications. Training required for the operation of the fire boat is available via the National Association of State Boating Law Administrators (NASBLA) via two courses that would be taught locally by the USCG Station Islamorada. There is an online OUPV USCG course that would also be required, commonly referred to as the Six-Pack License. The first two courses would prepare the IFR Department to start the fire boat program and would be offered to IFR at no cost, with the remaining two courses offered over the next couple of months to be arranged as time and funding allows. All training would be offered countywide, and multiple multi-county training sessions with Lee and Collier MERTs for years to come are expected. Lee, Collier, and Charlotte Counties have operated the MERT program for years and it works well with all departments and agencies when emergencies occur in their geographical area. These same entities have offered to assist our community and Monroe County with the pilot program being proposed, starting with the acceptance of the vessel which would augment current resources available and become the first response vessel when current resources are not available. If appropriations through the State get approved and a vessel is procured via that funding source, a new vessel will be

specified and ordered. Timeline for delivery varies from a few weeks to a year or more, upon receiving the new vessel further value added to the pilot program vessel would be assessed.

Budget Impact:

Upon acceptance and registration, the boat would be recorded as an asset of the Village with an offsetting donation revenue reflected in the Capital Project Fund. Cost of property and general liability insurance, as needed, and cost of repairs and maintenance would become the responsibility of the Village with acceptance of the boat via resolution. Training classes would be conducted as funding allows; however, the first two required courses are being donated through USCG. The boat needed the bottom painted which has been donated and new graphics applied to reflect its new mission.

Utilizing numbers provided by four other boat programs for reference their fuel expenses on similar vessels was \$4,000.00-\$7,000.00 with maintenance costing \$2,000.00-\$10,000.00 last year. The vessel will need approximately \$1,000.00 in loose safety equipment and \$9,800.00 for emergency lighting replacement costs. Insurance costs range between \$1,000.00 to \$4,000.00 depending over coverage type and value of the vessels. Chart plotter upgrade to allow USCG search pattern uploads approximately \$2,800.00. Staffing expenses for area of response/ boat familiarization and quarterly training of boat operators and navigators both day and night operations is expected at \$25,000.00.

Staff Impact:

IFR management would coordinate training for all IFR staff, both career and volunteer, expected to respond to emergency incidents on the water to operate the vessel to the appropriate level of service. Repairs and maintenance would be coordinated by IFR staff as needed following the Village's purchasing ordinance and policies. Training on the vessel and area familiarization will be a regular training event for operators, 911 responses would not change staff impacts as we would respond with other assets when available or our asset when they are not available. There have not been any reported serious injuries to MERT program staff from the other departments.

Recommendation:

It is recommended that the Village Council adopt the attached Resolution, thereby approving the acceptance of the donation of the 2006 36' Twin Vee fire boat vessel for the Village Fire Rescue department from Islamorada Firefighter's Benevolent Association and establishment of the MERT pilot program for IFR.

Attachments: None

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ACCEPTING THE DONATION OF A FIRE BOAT FROM ISLAMORADA FIREFIGHTERS' BENEVOLENT ASSOCIATION; THE APPROVING A DONATION AGREEMENT IN CONNECTION WITH THE ACCEPTANCE OF THE FIRE BOAT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE DONATION AGREEMENT; PROVIDING FOR THE FINANCE DIRECTOR TO MAKE THE APPROPRIATE CHANGES TO THE VILLAGE FINANCIAL STATEMENTS TO REFLECT THE ACCEPTANCE OF THE ASSET; PROVIDING FOR THE FIRE CHIEF TO ESTABLISH A MARINE-BASED EMERGENCY RESPONSE PROGRAM; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Islamorada Firefighters' Benevolent Association (the "Benevolent Association") has purchased a fire rescue boat from North Collier Fire District (the "Fire Boat") and desires to donate the Fire Boat to the Islamorada, Village of Islands (the "Village") for its Fire Rescue Department (the "Fire Department"); and

WHEREAS, the purchase price paid by the Benevolent Association for the Fire Boat was \$45,000; and

WHEREAS, according to survey of Fire Boat conducted on August 24, 2023 by Sun Coast Marine Surveying and Consulting, the fair market value of the Fire Boat is approximately \$70,000; and

WHEREAS, there are currently only fire boats in Key West and Ocean Reef; and

WHEREAS, the acceptance of the donation of the Fire Boat is the first step in establishing a marine-based emergency response program for the Village, and through a group effort with the fire chiefs association of Monroe County provides for countywide fire boat capabilities in our community; and

WHEREAS, to provide for the official acceptance of the Fire Boat by the Village, it is necessary to enter into a donation agreement with the Benevolent Association transferring ownership of the Fire Boat to the Village (the "Donation Agreement"); and

WHEREAS, the Village Council finds that acceptance of the donation of the Fire Boat, the approval of the Donation Agreement with the Benevolent Association, and establishment of a marine-based emergency response program are in the best interest of the Village and its residents.

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

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

Section 2. **Acceptance of Fire Boat; Approval of Donation Agreement.** The Village Council hereby accepts the donation of the Fire Boat and approves the Donation Agreement with the Benevolent Association, provided hereto as Exhibit "1", for acceptance and transfer of ownership of the Fire Boat.

Section 3. **Authorization of Village Officials.** The Village Manager is authorized to execute the Donor Agreement on behalf of the Village, to execute any other required documents to provide for the acceptance and transfer of ownership of the Fire Boat, subject to approval as to form and legality by the Village Attorney.

Section 4. **Approval of Recognition of Asset on the Financial Statements.** The Finance Director of the Village is hereby directed to reflect the Fire Boat as a capital asset of the Village.

Section 5. Approval of Establishment of a Marine-Based Emergency Response

Program. The Fire Chief is hereby directed to establish a marine-based fire emergency response program in the Islamorada Fire Rescue Department and submit associated budget funding requests, as needed.

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

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 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

Marine Emergency Response Team

Program Proposal 2024

Prepared by Terry Abel

February 7, 2024

Program Description

The program proposal is to implement the pilot program of a marine emergency response team (“MERT”) for the nearshore water and waterways of Islamorada. The program would take the donation of the Twin Vee fire boat proposed, have the staff conduct training both in house and with other governmental agencies to gain the knowledge and skillset to be able to respond to marine emergencies. These emergencies would be within our area of response and we would render aid to boaters in need with a purpose built marine vessel capable of providing advanced life support care and/or firefighting capabilities if needed. Key stakeholders would be The Village, Islamorada Fire Rescue, United States Coast Guard, Florida Fish and Wildlife Commission, Monroe County Fire Rescue, Marathon Fire Rescue, Key Largo Fire Rescue, Ocean Reef Public Safety, Key West Fire Rescue and partner agencies on the west coast of Lee County and Collier County. Working together we will have the ability to augment current waterborne assets and provide another layer of safety and response capabilities to our communities.

Program Objectives

This proposal would begin with the acceptance of the Twin Vee vessel followed with multiple multi—agency training sessions to learn the safest way to respond to all types of marine emergencies, safe boat handling, victim retrieval from the water, search patterns, man overboard drills, and firefighting in the marine environment. Standard operating procedures would be adopted, and personnel would be trained on those procedures. Once that training is complete, follow up with additional USCG training to obtain federal certification for boat operation and then begin boat handling familiarization with the vessel as well as familiarization with our area of response. We will conduct multiple rounds of training until the majority of duty crews are comfortable navigating and operating vessels in our AOR.

In summary, the MERT Program would require:

- Adoption of a Resolution by Village Council to accept the boat at issue and begin the MERT pilot program.
- NASBLA training with USCG to meet industry standards for public safety boat operators.
- OUPV licensing of all Boat Operators to meet federal standards for boat captains.
- Vessel boat handling and vessel familiarization.

- Area of Response familiarization training.
- Multi-agency training with both local and out of county assets during both day and night operations.
- MERT asset response if needed when other assets are tied up and unable to respond.

Once crews are trained and able to safely respond to calls, notification will be made to the Monroe County Dispatch and the United States Coast Guard so they know we are ready to be of assistance and they can conduct dispatch for us. The MERT vessel is not going to be staffed at all times but rather have crews at Station 21 with the requisite training who are able to switch gears and go from land-based to water-based operations to render aid. This is similar to the status quo and how we coordinate with USCG vessels and operators. Unfortunately, their assets have become decreasingly available to help over the past few years due to increased calls to service, funding and staffing issues.

Project Timeline

- February/March- conduct impact bargaining with union.
- April/May--adopt Resolution, outfit remaining needed equipment, training continues.
- April/May- start secondary level of training for OUPV training and certification, begin vessel and AOR familiarization. Start clearing Boat Operators for operation.
- May/June-conduct day and night drills with USCG on search patterns via Sector Mission Command controlling scenarios.
- June/July-clear remaining Boat Operators and Boat Navigators, work on building relations between the two.

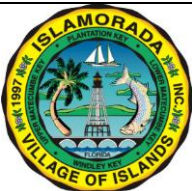
Costs (all costs are approximate number using like services)

- Fuel \$7,000.00 annually
- Repairs and Maintenance \$15k annually
- Outfitting loose safety gear \$1,000.00 one-time expense
- Chart plotter \$2,800.00 one-time expense
- Emergency Lighting Package \$10,000.00 one-time expense
- Training Courses \$5,700.00
- Staff Time \$25,000.00 annually

Other Notes

Plan is to respond to emergencies when other agencies are not able to respond or upon their request for additional resources. No FTE proposed to staff position as currently the data suggests that the boat would be on the water less than ten (10) times a year working details like Alligator Swim, Gold Star Event, Swim Across America or for busy boating holidays like Memorial Day weekend, 4th of July and Mini-Lobster Season. Otherwise,

the vessel will be moored at Founder's Park ready to respond unless out conducting training sessions.

ISLAMORADA FIRE RESCUE STANDARD OPERATING PROCEDURES			
	Subject: MERT RESPONSE		S.O.P. 610.01
	Effective: 02/21/2024	Revised:	Page 1 of 8

Overview:

Marine Emergency Response Team (MERT) has established an initial response matrix for all responses through Monroe County dispatch. The respondents will be working in a “Unified Command” with fire department (FD), United States Coast Guard (USCG), Monroe County Sheriff’s Office (MCSO), and Florida Wildlife Commission (FWC). Each incident based on nature and scope will dictate resources called upon. USCG is the Authority having Jurisdiction of all navigable waterways.

Purpose:

These standard operating procedures provide guidelines for the operation of the agency’s watercraft, qualifications of personnel, care and maintenance of watercraft, requests for watercraft support, operating watercraft, and use of special equipment. This policy also defines the operational guidelines for use of the Fire Boat when conducting water rescue, fire suppression, training, and standby activities on the Village’s waterways.

Definitions:

Boat Operator: Is the captain of the vessel and is responsible for all actions taken on the vessel regardless of the possible higher ranks being on the vessel. See SOP 610.02 for additional information

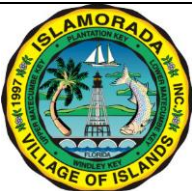
Boat Navigator: assists Boat Operator with operations of vessel to include detailed use of Radar, GPS, FLIR, Radio systems, lights, fire pumps, and other electronics. Boat Navigator is responsible for all radio communications with both radios, configures and enters search patterns as dictated by Sector Mission Command.

Boat Crew: All other department members besides Boat Operator and Boat Navigator are crew members; must have basic knowledge of the vessel components, gear and boating terminology. Depending upon the nature of the call, be able to provide EMS care or provide fire suppression while on a moving vessel.

Pointer: All crew members are pointers for predesignated areas off of the boat to help maintain situational awareness. Area to be covered by each person is assigned by Boat operator prior to leaving the dock.

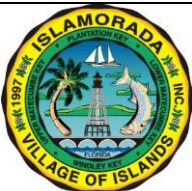
Deck Gun Operator: Boat Crew member in charge of operation of fire suppression deck gun. Taking direction from Boat Operator

Handline operator: Boat crew member in charge of fire suppression handline operations. Taking direction from Boat Operator

ISLAMORADA FIRE RESCUE STANDARD OPERATING PROCEDURES			
	Subject: MERT RESPONSE		S.O.P. 610.01
	Effective: 02/21/2024	Revised:	Page 2 of 8

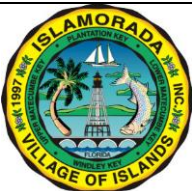
I. Operational Guidelines:

- A. Safety is of the utmost importance therefore personnel should act appropriately and in concert with all safety protocols. All personnel aboard any vessel will follow all safety procedures and take direction from Boat Operator of the vessel. Pre-departure check prior to being underway. Loading of appropriate gear for the nature of the call and all onboard personnel shall wear an approved USCG approved Type III Personal Floatation Device (PFD) at all times.
- B. Area of responsibility is the waterways, nearby ocean and bay waters of Islamorada. Due to limited availability of water assets this area may expand as approved by the Fire Chief and necessity dictates. As a rule of thumb vessels should not exceed reef line as offshore boundary and only when weather and sea conditions permit.
- C. The Boat Operator shall remain at the helm at all times and is responsible for the safe operation of the vessel. Boat Operator shall not operate in a manner to place vessel, other vessels or crews in danger due to inappropriate speed or unsafe maneuvering. Boat operator is also responsible for the wake of the vessel.
- D. Boat Navigator shall keep the Boat Operator apprised of situations near the vessel to include but not limited to near-by vessels, depth of water, underwater obstacles as depicted on navigational system or charts. Shall be responsible for radio communications both VHF and Dispatch. Shall be responsible for inputting coordinates into chart plotter for destination and or search patterns per Sector Mission Command (SMC) via USCG. Shall report back to USCG position and status every 30 minutes while underway.
- E. While boat is underway the Boat Operator is in charge of the vessel and crew actions regardless of rank. Minimum staffing for the vessel is three people for area familiarization and routine patrol for events however if responding to known medical call or fire scene minimum staffing is four with crew not to exceed USCG safety placard on vessel or PFD capabilities.
- F. Minimum operating depths for the vessel is three feet, to go inside areas of less depth call for Fire Chief approval or his designee. Situations may dictate operation in less depth after a risk benefit analysis has been conducted by all crew members with prior Fire Chief approval or designee. Boat Operator must

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account for depth and trim motors accordingly for depth understanding maneuverability will be greatly decreased with trimmed motors.

- G. Monroe County Dispatch/ USCG dispatches respondents to grid map/GPS locations based on the MERT response matrix or GPS coordinates if grid location is unknown.
- H. All responding units should respond with the resources at their disposal to properly mitigate the incident based on call type (SAR, FIRE, EMS, etc.). The responding units should be monitoring Dispatch 1, Fire Tac 3, and VHF 21A/23A. All units should contact Dispatch and USCG in route to incident. If there is no response from USCG on the working channel, then use VHF 16 for initial contact. All units continue response to scene until another capable unit takes arrival and has the situation mitigated.
- I. The first responding unit on scene must establish "Command" ("Operations" can be used when USCG is Command during a surface Search and Rescue). Command should be designated by location description, ("Lower Matecumbe Oceanside Command" or "Barley Basin Command"). Command must establish the tactical directive for the incident, (e.g., search, fire suppression, EMS, etc) in addition to the coordination of arriving vessels. Command based on the situation on scene should call for additional resources if needed through Monroe County Dispatch/ USCG Control (air support, tow company, etc) or cancel addition in route resources. Do not say "cancel the MERT" if law enforcement is still needed. In the event of a surface search operation, the Coast Guard will Command search operations. The Coast Guard will direct area and grid searches for each vessel initially upon arrival, and then once received, more precisely from Sector computer data predictions based on drift, current, and weather conditions. All responding resources should be capable of establishing a "set and drift" if requested by Coast Guard. If a drowning victim credible "last seen point" has been given, advise Coast Guard and utilize vessel SONAR and contact MCSO for Sonar and/or Underwater Drone.
- J. Command must communicate the latest information and tactical directives. Command has the option to transfer Command to another respondent on scene. The transfer of Command can be face to face or within line of sight radio communication. The transfer of command must contain the following information: incident extent, operational goals, tactical efforts, operating units, pertinent positive and negative findings.

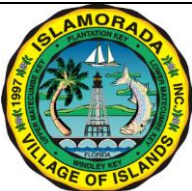
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K. Command will monitor situational conditions, tactical effectiveness, direct or redirect operational efforts, and maintain accountability of all MERT units. All MERT personnel involved in operations, (EMS, fire suppression, etc.), have to identify themselves prior to entering into the operation, ("Fire Boat 21 alpha and bravo firefighters making entry into vessel"). Depending on location of incident, Command can be established "shore based" however in this situation, "Operations" should be assigned to a vessel if incident is not in clear line of sight of Command.

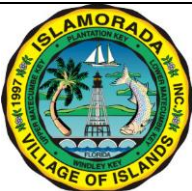
L. Command will direct the release of responding units after assuring accountability of all personnel. Command will coordinate with the USCG, MCSO, and FWC all aspects of returning the scene to a safe condition and contacting applicable agencies to mitigate issues, (towing boats away, booming any pollutants, etc.).

II. Firefighting Operations:

1. All marine assets responding to a boat fire are instructed to bring extra foam. All marine units assigned to fight fire should use AFFF foam for suppression (AFFF carcinogen free). In the event a unit runs out of AFFF, the next fire boat will continue fire suppression using AFFF until: fire is extinguished, or all units are out of foam or boat is in danger of sinking. Better to let vessel burn to water line than to sink it during suppression causing a navigable hinderance or increased pollutant threat to environment. Consider use of dewatering pumps during and after suppression. If safe to do so, vessels can be towed using a sacrificial line to shallow water or away from exposures.
2. All marine assets responding to fires are to take extra hose for need of extended lays. Larger incidents will involve fire engines deployed to the closest or most convenient docks for transportation of personnel and equipment using MERT and water resources which is coordinated through Monroe County Dispatch.
3. The fireboat shall not be operated in less than three(3) feet of water during fireboat operations to ensure safe boat handling ability and proper intake for fire pump to operate effectively.
4. Personnel responding to on-water fire incidents via water craft are expected to know and work within their limitations. Firefighters wearing personal protective equipment (i.e. turn-out gear with or without an SCBA) will not operate within 15 feet of the water's edge (including ALL operations on watercraft) unless they are properly trained in Accident Water Immersion for Firefighters. Personnel who do not meet this criterion will not operate near water while wearing PPE.

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5. Firefighters will not board a burning vessel unless properly trained and equipped to do so. The only time necessary to board a burning vessel is if there is an imminent rescue situation. When responding to a fire boat incident, one of the crew will don full personal protective equipment, including SCBA. This person is designated the “firefighter”.
6. The boat operator should make a wide turn toward the burning vessel as they approach it. As this occurs, the crew will be able to survey the water immediately around the burning vessel on all sides for potential victims. Approach to the burning vessel should always be made from upwind if possible. This is the only time when a vessel is NOT approached into the wind. Doing so will keep the smoke and heat away from the fire and crew, and provide for better visibility. A rescue situation, obstacles, and onlookers may prevent this from being possible.
7. If necessary, the boat operator should advise “on-looking” boats to clear the area on all sides of the burning vessel. It is common for boats to crowd the burning vessel, which makes it difficult to maneuver the fire boat for fire and rescue operations. It is also difficult to account for and locate victims in the water. If a rescue situation is apparent, all actions will be directed toward those efforts until the life safety hazard has been controlled.
8. Boat fires will be managed in the defensive strategy unless there is an imminent rescue situation, the fire is in the incipient stage, or the fire is already controlled and the structural integrity of the boat is intact. As the burning vessel is approached, the crew should be ready to apply water. The deck gun should be ready. Foam should not be applied at this time. The operator will need to maneuver the vessel to counteract the nozzle reaction created by the deck gun. A handline may be attached to the fire pump to assist in the fire attack or to complete the overhaul process if indicated. Under the protection of a fog pattern, the fire will slowly approach until close enough to toss a chain led grappling hook into the burning boat. The grappling hook is then secured by rope to the fire. Usually the combination of chain and rope is about 20-30 feet long. This is called “Capturing” the vessel. Doing so will allow the fire crew to control the movement of the burning vessel from a safe distance, while simultaneously applying fire suppression agents.
9. Once captured, the boat operator will slowly back the fire boat and begin towing the burning vessel to a location accessible to continue fire attack. Once fire boat backed away from vessel on fire to a distance that radiant heat no longer causes any danger to the fire boat and crew, the crew can engage in fire attack. Foam is the preferred suppression agent. When the fire is knocked down, suppression efforts should be suspended so as to keep the vessel afloat. Crews should be ready to reapply

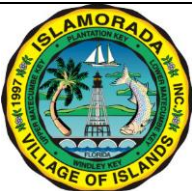
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suppression agents if the fire begins to burn again. This is common and should be expected. The burning vessel should be released to a tow vessel to a shore location to meet with land based fire apparatus.

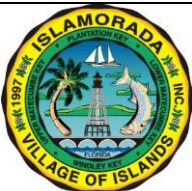
10. MERT units respond to a variety of “vessel in distress” calls including (boats, paddle boards, kayaks, aground, taking on water, out of fuel or lost, etc.). The USCG and/or Monroe County Dispatch ask a series of questions before dispatching a MERT response. Once a MERT is dispatched there must be a response of at least one unit to non-emergent calls. This is the responsibility of agency closest to the call. This agency can make the determination of how many units should respond and how many can stand by or cancel. The agency closest to the incident should never be “negative response” unless extenuating circumstance warrant. In this case the closet unit should, at the very least, monitor the radio and/or send unit if applicable to ensure proper response and then cancel other responding resources if not needed. Many of these vessels in distress calls become potential for real emergencies.

EMS/Rescue Operations:

1. When responding to EMS or rescue incidents, fire personnel will ensure that appropriate EMS equipment is loaded onto the vessel prior to departing the dock. This equipment will ensure that proper treatment can be initiated if indicated on a patient or victim while in the boat prior to transferring the patient to shore units.
2. Fire department personnel operating from watercraft should enter the water (such as to perform a rescue) only as a last resort. Crews should consider less dangerous intervention methods first, such as reach and throw. Entry into the water should only be considered if it could be accomplished safely and effectively. If water entry is deemed the best possible option, personnel are expected to utilize an appropriate level of personal protection that will ensure their safety.
3. If an adequate personal protection level is unavailable, alternative (non-entry) methods should be employed.
4. Fire department personnel will not enter the water unless trained and equipped to perform the expected tasks. Adequate backup personnel should be readily available whenever possible. Only the minimum number of personnel needed to perform the expected tasks should be used, and exposure should be minimized as much as possible.

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5. If unable to complete the required tasks, personnel should move to a safe location to regroup. Additional resources should be requested to address the specific type of emergency at hand.
6. Boat based operations require personnel on the boat to pick up the victims and personnel on shore, to receive victims and personnel on shore to receive victims. An early request for additional resources will help to ensure that adequate personnel are deployed to safely manage the incident.
7. A Pointer shall be assigned from the first arriving company on scene whose sole responsibility is to watch and monitor status of victim(s) in the water. The Pointer shall maintain constant eye contact with the victim until
 - 1) The victim is rescued,
 - 2) The individual is relieved or
 - 3) The victim goes subsurface. The pointer shall note the victim's last position and relay information concerning the victim to Boat Operator and Boat Navigator.
8. Initial size up should include the following:
 - Determine if incident is rescue or recovery
 - Does she/he need assistance?
 - Consider the following factors:
 - Access to water
 - Proximity to shore
 - Number of victims
 - Weather/ sea conditions, air and water temperatures
 - Additional resources
 - Other hazards- fire, HazMat, submerged objects
9. Rescue options from watercraft should be considered and executed from low risk to high risk:
 1. **Reach:** The first method of water rescue is to reach the victim with an object such as a pole, backboard, etc. Either the victim can pull themselves or be pulled to safety.
 2. **Throw:** If reach is not possible then throw an item that will float such as a PFD, throw ring, or a rope bag to the victim. The device thrown should be attached to a rope so the victim can be rescued.

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Care and Maintenance for Fire Boat:

See SOP 502.01

DRAFT

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Boat Operator

Boat Operator is the captain of the vessel and is responsible for all actions taken on the vessel regardless of the possible higher ranks being on the vessel. All crew take direction from the Boat Operator for all matters pertaining to fire operations, approaching or departing docks, other vessels, obstacles, or persons in the water. Controlling of dock lines or tethers to other vessel fires. With coordination of the Boat Navigator and Crew; the Boat Operator shall operate the vessel in a safe manner, appoint positions/tasks to be conducted while crews are on board (spotters, pointers, deck gun operator, hand line operators, etc.)

1. Boat Operator must successfully complete approved U. S. Coast Guard, FWC and the National Association of State Boating Law Administrators. AKA: Florida Safe Boating Card.
2. Boat Operator must have successfully completed a training program delivered by USCG or Fire/Rescue Boat Training Academy or an instructional curriculum approved by the Fire Chief.
3. Boat Operator must be approved on actual boat operation testing including:
 - a. Must be able to communicate clear concise messages under possible stressful situations.
 - b. Must be able to demonstrate proficiency in boat handling skills and close quarter maneuvering, and be familiar with inland and offshore waters, nighttime and limited visibility navigation, GPS operation, and use of safety equipment on the vessel.
 - c. Must have a thorough knowledge of the boat's limitations.
 - d. A basic knowledge of troubleshooting, boat maintenance, as well as all the equipment on the boat.
 - e. Knowledge of properly securing the boat to various dock configurations and securing to vessels both while underway or at all stop.
4. Training must be documented and submitted and approved by the Fire Chief

Boat Navigator

The Navigator's duties include assisting Boat Operator/ captain with operations of vessel to include detailed use of Radar, GPS, FLIR, Radio systems, lights, and other electronics. Boat Navigator is responsible for all radio communications with both radios, configures and enters search patterns as dictated by Sector Mission Command (SMC) into chart plotters.

1. Boat Navigator must successfully complete approved U. S. Coast Guard, FWC and the National Association of State Boating Law Administrators. AKA: Florida Safe Boating Card.
2. Boat Navigator must be approved on actual boat operation testing including:

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- e. Knowledge of properly securing the boat to various dock configurations and securing to vessels both while underway or at all stop.

Training must be documented and submitted and approved by the Fire Chief

Boat Crew

Boat crew members must have basic knowledge of the vessel components, gear and boating terminology. Depending upon the nature of the call, be able to provide EMS care or provide fire suppression while on a moving vessel.

Must be able to perform the following as it relates to their assignment and training:

- a. Proper donning and doffing of Bunker/turnout gear while on the way
- b. Proper donning and doffing of SCBA while underway
- c. Proper donning of PFD(s)
- d. Properly securing a line to a cleat
- e. Properly secure vessel to dock using spring, bow and stern lines in proper order
- f. Properly deploy fenders
- g. Properly deploy anchor and properly raise anchor
- h. Properly stow and secure anchor and anchor line
- i. Identify moving targets on water as a spotter
- j. Engage water pump
- k. Proper use and control of bow monitor and other hoses
- l. Remove and replace dive doors, secure and stow dive ladder
- m. how to conduct man overboard exercises

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Pre-Departure Check

1. An Afloat Risk Assessment should be completed. This is commonly known as a "GAR".
2. Personal Flotation Devices (PFD), USCG approved Type III, will always be worn by personnel aboard, while the vessel is on their way or during any activity where personnel are aboard.
3. Electronic equipment will be activated and checked for proper operational condition to include all radios.
4. Navigational aids are operating properly.
5. Fuel level will be verified.
6. Boat Operator will obtain latest atmospheric and sea conditions.
7. Fire equipment will be checked to be in proper working condition.
8. Safety equipment will be checked to be in proper working condition.
9. Boat Operator will brief the crew on the mission.
10. Navigator is to contact Dispatch/ USCG and:
 - a. advise them of personnel onboard,
 - b. obtain coordinates or best location information of incident.
11. Load appropriate gear for nature of call to service, EMS gear, fire gear, PPE etc.

Departing Dock

1. Navigation and deck lights are turned on at night or when fog or in low visibility.
2. Stern lines ready to be released.
3. Bow lines ready to be released.
4. Spring line, if used, ready to be released.
5. Boat Operator will notify all onboard requesting lines cleared.
6. Once lines are cleared, Boat Crew will notify Boat Operator.
7. Once clear of dock, fenders, if used, are to be pulled in and stowed.
8. Speed will be limited to minimum practical until clear of restricted area.

Returning to Dock

1. Notify Dispatch/ USCG of returning once in Marina.
2. Fill fuel tank before docking if at or below $\frac{3}{4}$ full if the fuel dock is open.
3. Notify all onboard to prepare to dock.
4. Have fenders deployed, if used.
5. Spring line is secure.
6. Bow line is secured.
7. Stern line is secured.

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8. Once all lines are secured, Boat Operator can secure motors.
9. Notify Public Safety Communications vessel is secured to dock.

Post Operation Duties

1. Assure all dock lines are properly secured.
2. Engines flushed with fresh water after use.
 - a. Connect the hose to the flush drain,
 - b. Open the water tap to ½,
 - c. Shift the engine into neutral and start,
 - d. Flush for 5 minutes keeping engine at idle speed,
 - e. Stop the engine,
 - f. Turn off the water and remove hose,
 - g. Close flush drain system.
 - h. Repeat for second engine.
3. The deck, bulkheads, doors, and windows shall be washed using fresh water and/or salt removal solution every time the boat returns.
4. The FLIR shall be placed in the docked position.
5. All electronics shall be individually turned off and then the breaker turned to the off position.
6. A complete walk around inspection of the tower, visible hull, engines, props, and deck for damage and cleanliness.
7. All gear is cleaned, properly stowed, or hung to dry if wet.
8. Any used rescue or medical gear is inspected/restocked.
9. All battery switches shall be turned to the off position.
10. The main breaker panel, located under the helm station has all breakers in the off position and the shore power breaker set to on.
11. The fuel line to the monitor pump and generator is placed in the closed position.
12. Shore power is plugged in.

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5. Fuel level will be verified.
6. Boat Operator will obtain latest atmospheric and sea conditions.
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9. Boat Operator will brief the crew on the mission.
10. Boat Navigator will contact Dispatch/ USCG and:
 - a. advise them of personnel onboard,
 - b. obtain coordinates or best location information of incident.
11. Load appropriate gear for nature of call to service, EMS gear, fire gear, PPE etc.

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2. Stern lines ready to be released.
3. Bow lines ready to be released.
4. Spring line, if used, ready to be released.
5. Boat Operator will notify all onboard requesting lines cleared.
6. Once lines are cleared, Boat Crew will notify Boat Operator.
7. Once clear of dock, fenders, if used, are to be pulled in and stowed.
8. Speed will be limited to minimum practical until clear of restricted area.

Returning to Dock

1. Notify Dispatch/ USCG of returning once in Marina.
2. Fill fuel tank before docking if at or below $\frac{3}{4}$ full if the fuel dock is open.
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8. Once all lines are secured, Boat Operator can secure motors.
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Post Operation Duties

1. Assure all dock lines are properly secured.
2. Engines flushed with fresh water after use.
 - a. Connect the hose to the flush drain,
 - b. Open the water tap to ½,
 - c. Shift the engine into neutral and start,
 - d. Flush for 5 minutes keeping engine at idle speed,
 - e. Stop the engine,
 - f. Turn off the water and remove hose,
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5. All electronics shall be individually turned off and then the breaker turned to the off position.
6. A complete walk around inspection of the tower, visible hull, engines, props, and deck for damage and cleanliness.
7. All gear is cleaned, properly stowed, or hung to dry if wet.
8. Any used rescue or medical gear is inspected/restocked.
9. All battery switches shall be turned to the off position.
10. The main breaker panel, located under the helm station has all breakers in the off position and the shore power breaker set to on.
11. The fuel line to the monitor pump and generator is placed in the closed position.
12. Shore power is plugged in.

DONATION TO MUNICIPALITY

Islamorada Firefighters Benevolent Association, the "Donor", does hereby this ____ day of _____, 202__ donate to Islamorada, Village of Islands, Florida, a Florida municipal corporation (the "Village"), the following property:

Tangible property consisting of: (enter description of property)
A 2006 36' Twin Vee, AKA "North Collier Fire Boat 41" HIN:
TVG36015L506 with State Registration Decal Number: FL 1550 NE
with twin 300 hp 2013 Mercury Verrado Motors, Serial numbers
1301V23KD and 1301V24KD (hereinafter the "Donated Property").

This donation is made to the Village voluntarily, without any payment or contribution by the Village, and without any restrictions or conditions as to the use of the Donated Property by the Village.

Donor understands that this donation may enable Donor to claim a deduction for purposes of federal income tax, but recognizes that Donor must contact his or her own tax attorney or accountant for matters regarding entitlement to the deduction, record keeping requirements, and limitations on the amount of any tax deduction, as well as related issues.

The Village shall utilize the donation solely for municipal public purposes as authorized by the provisions of Florida law applicable to municipalities.

The Donor hereby represents and warrants to the Village that: (a) it is lawfully seized and possessed of the Donated Property, and owns the Donated Property free and clear without any encumbrances, liens or security interests; (b) it has good and lawful right to enter into this donation agreement and donate the Donated Property to the Village; and (c) all applicable corporate, partnership, trust or other required authorizations, approvals or consents have been

obtained and no other authorizations, approvals or consents are required to effectuate Donor's execution and delivery of this donation agreement.

DONOR:

By: _____
Name: _____
Title: _____

ACCEPTED BY ISLAMORADA, VILLAGE OF ISLANDS:

The above-described donation is hereby accepted by the Islamorada, Village of Islands, this _____ day of _____, 202__. Upon receipt of the donated property, Village shall execute the Receipt provided below.

By: _____
Print Name: _____
Title: _____

Attest:

Marne Mcgrath, Village Clerk

Approved As To Legal Form and Sufficiency:

John J. Quick, Village Attorney

RECEIPT

Islamorada, Village of Islands, Florida hereby confirms that it has received delivery of the Donated Property with HIN: TVG36015L506 together with two motors with serial numbers 1301V23KD and 1301V24KD described above on the __ day of February, 2024, subject to the terms set forth above.

By: _____

Print Name: _____

Title: _____

Attest:

Marne McGrath, Village Clerk

County of Monroe

The Florida Keys



**OFFICE OF THE
DEPUTY CHIEF**
490 63rd Street Ocean
Marathon, FL 33050
Phone: (305) 289-6004

May 3, 2024

Terry Abel, Fire Chief
Islamorada Fire Department
Islamorada, FL

Chief Abel,

Monroe County Fire Rescue is preparing to establish the capabilities of providing a Marine Division to strategically located areas. The enhancement will assist in the timely mitigation of water-based medical and fire emergencies. The versatility of developing MCFR- Marine Division will also facilitate occupied isolated land masses during emergency operations or evacuations. We are currently looking at the implementation of two vessels initially, the staffing orientation, and compliance training for those within the program. We have been fortunate to have the support of local and state representatives, which have championed the need for this resource county-wide.

We have all been in attendance since the day June Smith requested a meeting to discuss her horrific family tragedy and agreed further needed to be explored. In our meetings with current subject matter experts and members of Marine Emergency Response Team (MERT), it was clear this requires a united effort. It has been a county-wide call to all the Fire/Rescue organizations to realize the challenges are greater independently, and merely look to extend our commitment to water-based emergencies. The coverage of water-based emergencies is currently established in Ocean Reef and the City of Key West, we look to formalize additional coverage throughout the other areas. This will be a large undertaking for all of our departments, but this step I believe is required and will be a reality within Monroe County Fire Rescue.

All of our departments will benefit from the specialized training that will be mirrored county-wide, ensuring that our members receive a consistent delivery in the protection of all the residents. This undertaking will require a team-effort to successfully meet our mission of life, health, and property protection of the Florida Keys. We appreciate the expertise you have provided and the look forward to a county-wide enhancement of resources for all of our communities.

Respectfully,

A handwritten signature in blue ink, consisting of a stylized 'R' and 'C' followed by a horizontal line.

RL Colina, B.S., FCA
Deputy Fire Chief

May 2, 2024

To: Terry Abel, Fire Chief Islamorada FL
From: John A. Johnson, Fire Chief Marathon FL
SUBJECT: Fire Rescue Marine Emergency Response Vessel

Chief,

This is to follow up on the information that I received for the combined effort for the purchase of 4 Fire Rescue Marine Emergency Response Vessel to be used throughout the Florida Keys. We have provided all required paperwork to the state and have placed it in our budget with the anticipation of receiving this money from the State of Florida.

As you know our current vessel is an old, retired Monroe County Sheriffs boat. I have assigned Assistant Fire Marshal Card to this project. Once we secure the funding a formal process with the other agencies for the development and standardization of equipment.

If I receive any information, I will contact you so a more formal process can be started.

Thank you in advance for your assistance.

John A. Johnson, Fire Chief CFO EFO
City of Marathon Fire Rescue Services
8900 Overseas Hwy, Marathon FL 33050
Office 305-743-5266
johnsonj@ci.marathon.fl.us



May 2, 2024

Chief Abel,
Fire Chief
Islamorada Fire Rescue

Dear Chief Abel,

On behalf of the Key Largo Fire Department, I wish to express my appreciation for your assistance in helping with Key Largo Fire's involvement in the Monroe County wide Fire Boat Funding project which is sponsored and funded by the State of Florida Government. As I understand, it is only waiting on the Governor's signature. I was unaware of the project until speaking with you and I greatly appreciate your taking the time to explain the project. Since the project is involving all of Monroe County, multiple fire departments are potentially scheduled to receive funding for the Fire Boat project. Again, thank you for your contacting me so Key Largo Fire could be included in the County wide program.

Respectfully,

Don Bock

Chief, Key Largo Fire and EMS.

Dbock@keylargofire.org



Council Communication

To: Mayor and Village Council
From: Robert Cole, Village Manager
Date: May 7, 2024
SUBJECT: **Interlocal Agreement with the School Board of Monroe County for Recreational Improvement and Use of Village Facilities - TAB X**

Background:

There will be two agreements associated with Monroe County Schools' use of the baseball facilities at Founders Park. The first is an Interlocal Agreement (ILA), the subject of this agenda item, and the second is a Baseball Field License Agreement, which is not being advanced for Village Council consideration at this time.

The ILA is the umbrella agreement that has been in effect for some years and authorizes School use of our existing baseball facilities; it is currently expired and should be renewed. The Baseball Field License Agreement, on the other hand, will establish field renovation parameters and the associated operating plan for a renovated facility.

The Baseball Field License Agreement, which is sharply focused on authorizing field renovations and the associated operating plan parameters, will not be advanced for Village Council consideration until after there is shared consensus on a field renovation and operating plan.

Analysis:

Because the current ILA is expired, a successor agreement is necessary. Prospective field renovations and any associated modified operating plan will be the subject of a follow-on Baseball Field License Agreement, which will be advanced for Village Council consideration once consensus is reached on the proposed plan. Please note that the Monroe County School Board wishes to partner with the Village and Islamorada community in developing a design and operating concept, with the outcomes of that public process informing development of the Baseball Field License Agreement.

Budget Impact:

N/A

Staff Impact:

N/A

Recommendation:

Approve the resolution.

- Attachments:**
1. 48P9062-Resolution approving interlocal agreement with Monroe County School District
 2. 48R337801-Village-MCSB ILA v6 (5-6-24 redline)

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH THE SCHOOL BOARD OF MONROE COUNTY, FLORIDA REGARDING THE PROVISION OF ENHANCED RECREATION FACILITIES AND OPPORTUNITIES WITHIN THE VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE INTERLOCAL AGREEMENT; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE.

WHEREAS, Islamorada, Village of Islands ("Village") owns the property located at 87000 Overseas Highway which is developed as a Founders Park ("Founders Park"); and

WHEREAS, the Village and School Board of Monroe County, Florida ("School Board") desire to provide enhanced recreations facilities and opportunities to the citizens and students of, and visitors to, the Village; and

WHEREAS, the Village and School wish to enter into an interlocal agreement providing for each party's rights and responsibilities in connection with the Founders Park baseball field site; and

WHEREAS, the Village Council wishes to approve the interlocal agreement attached hereto as Exhibit "A", and authorize the Village Manager to execute an interlocal agreement in furtherance of the purpose of the interlocal agreement, subject to the approval of the Village Attorney as to form and legal sufficiency; and

WHEREAS, The Village Council finds that this Resolution is in the best interest and welfare of the Village.

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

Section 1. **Recitals.** The above-stated recitals are true and correct and are incorporated in this Resolution by this reference.

Section 2. **Approval of Agreement.** The Village Council hereby approves the interlocal agreement attached hereto as Exhibit "A".

Section 3. **Authorization to Execute Agreement.** The Village Manager is authorized to execute the interlocal agreement generally in the form attached hereto as Exhibit "A," subject to the approval as to form and legal sufficiency by the Village Attorney.

Section 4. **Implementation.** The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement this Resolution.

Section 5. **Corrections.** Conforming language or technical scrivener-type corrections may be made by the Village Attorney for any conforming amendments to be incorporated into the final resolution for signature.

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

[Remainder of the page intentionally left blank.]

Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder _____

Vice Mayor Sharon Mahoney _____

Councilman Mark Gregg _____

Councilwoman Elizabeth Jolin _____

Councilman Henry Rosenthal _____

PASSED AND ADOPTED ON THIS ____ DAY OF _____, 2024.

JOSEPH B. PINDER, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY

INTERLOCAL AGREEMENT WITH SCHOOL BOARD FOR RECREATIONAL IMPROVEMENT AND USE OF VILLAGE FACILITIES

Agreement by and between the ISLAMORADA VILLAGE OF ISLANDS ("Village") and
THE SCHOOL BOARD OF MONROE COUNTY, FLORIDA, ("School Board").

WITNESSETH:

The Village and the School Board hereby agree as follows:

1. Recitations

A. Chapter 163, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" ("the Act"), specifically provides that its purpose is to "permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities." (Sec. 163.01(2), F.S.).

B. The Act further provides that "a public agency of this state may exercise jointly with any other public agency of the state any power, privilege, or authority which such agencies share in common and which each might exercise separately." (Sec.161.01(4), F.S.)

C. The Act's definition of "public agency" includes a city and a school district. (Sec. 163.01(3)(b), F.S.)

D. The Village and the School Board, pursuant to this Act, desire to enter into this Interlocal Agreement (the "Agreement") for the purposes, and upon the terms and conditions, described below, believing that this Agreement will allow each public agency to make more efficient use of facilitates, personnel, and services to, common to, or available to each public agency, and having a goal of a more economical and efficient use and savings of public funds, while at the same time providing recreational facilities to the citizens of, and visitors to, the Village.

2. Entire Agreement

It is hereby understood and agreed that this Agreement states the entire Agreement between the parties, and that the parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not included in this Agreement.

3. Purpose of Agreement

The purpose of this Agreement is to define the respective duties and obligations of the Village and the School Board under this Agreement relative to the provision of enhanced recreational facilities and opportunities to the citizens of, and visitors to, the Village, and to public school students of Monroe County, Florida.

4. Method for Accomplishing Purpose

The basic method for accomplishing the purpose of this Agreement is (1) for the Village to provide available recreational space at the Founders Park baseball field site, such area to be used by citizens of, and visitors to, the Village, and to public school students of the County and (2) for the School Board to build upon the baseball field site as more fully depicted in Attachment "A", which is incorporated into this Agreement by reference, a recreational facility,.

5. Duration of Agreement

This Agreement shall be for an initial period of twenty (20) years, commencing on the date this Agreement is recorded in the public records of the Clerk of the County. Provided neither party has substantially breached this Agreement (said substantial breach to be defined herein as a substantial departure from the letter and spirit of the terms of this Agreement), upon the expiration of the initial period this Agreement shall be automatically continued and extended upon the same terms and conditions for two (2) additional ten (10) year periods.

6. Rescission or Termination of Agreement

This Agreement may be terminated by either the Village or the School Board by written notice to the other party, delivered at least two (2) years in advance of the termination date.

7. Recreational Facility; Acquisition of Equipment

The recreational facility ~~to be~~ located at the baseball field site shown in Attachment "A", and the acquisition of materials, equipment, fixtures, metering devices, and related items shall be the responsibility of, and paid for by, the School Board. Both the School Board

and the Village shall meet and confer, and mutually agree upon, all items to be acquired and placed in or upon the Founders Park baseball field site.

8. Use Agreement

The Village and School Board delegate authority to the Village Manager (or designee) and the Superintendent (or designee) negotiate and to enter into a recreational use agreement (“Use Agreement”) annually, providing for the schedule of use for such year, that may be amended from time to time, in writing, as needed.

9. Maintenance of Recreational Facility and Adjacent Areas

The Village and School Board agree that they will be jointly responsible for the maintenance of the recreational area in accordance with the formula and schedule set forth in the Use Agreement.

10. Contracting Agent

The Village and School Board agree that the School Board shall be the contracting agent under this Agreement for any construction or renovation of the recreational facility and for the acquisition of items pursuant to this Agreement. In the event, however, that the Village is designated, by mutual agreement in writing of the parties, as the contracting agent, then all contracting shall be done subject to the prior written approval of the School Board.

11. Agency License for Use of Real Property

The Village and School Board will need to enter into a separate Baseball License Agreement for the use-proposed renovation and operation of the recreational facility.

12. Access to Recreational Areas

The Village and School Board agree that access by the general public to the recreational facility is dependent upon (1) the normal requirements for use by the School Board during normal and special school hours, and (2) the desires of the general public as reflected in organized team sports concerns and individual, sporadic use on a non-scheduled basis. To that end, the Village and the School Board agree that, as to the recreational facility site, and in consultation with the Principal of Coral Shores High School, the parties will develop a mutually acceptable Use Agreement providing for the facility schedule executed by the Village Manager (or designee) and Superintendent (or designee).

13. Billing and Billing Services

The Village and the School Board agree that the billing for all materials and services for any construction or renovation of the recreational facility shall be made to the School Board and shall be paid by the School Board. Billings for maintenance-related costs shall be sent to the Village by the School Board and paid on a pro-rata basis. The Village shall be responsible for invoicing the School Board for electrical and water charges based upon metered readings of the amounts of electricity and water used for scheduled activities as delineated in the Use Agreement for the recreational facility. The Village agrees to place at the site at least one trash/garbage receptacle and to be responsible for the cost associated therewith, as further agreed upon in the Use Agreement, including the costs of disposal of the trash/garbage.

14. Title to Tangible Property upon Termination of Agreement

The Village and School Board agree that upon termination of this Agreement, the title to all tangible property included or associated with the recreational facility shall be in the name of the Village, unless such tangible property is completely removed from the Founder's Park Baseball field site by the School Board and at the sole expense of the School Board. Provided, however, that if this Agreement is terminated by the Village prior to its normal expiration date, then the Village shall pay to the School Board an amount equal to the adjusted value of the recreational facility and all associated tangible property constructed, installed or placed by the School Board at the Founder Park baseball field site as approved by the Village and School Board.

15. Acceptance of Gifts, Grants, Assistance Funds or Bequests

Both the Village and the School Board agree that either shall be, and is, empowered to accept for the benefit of either or both of them, gifts, grants, assistance funds or bequests to be used for recreational purposes at the recreational facility to be built under this Agreement.

16. Claims for Federal and State Aid

Both the Village and the School Board agree that either shall be, and are, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grants proposals, and funding solicitations shall be approved by the other party prior to submission.

17. Adjudication of Disputes or Disagreements

The Village and the School Board agree that all disputes and disagreements shall be attempted to be resolved by meetings between staff representatives of the Village and of the School Board. If no resolution can be agreed upon within thirty (30) days after the first scheduled meeting, the issue or issues shall be discussed at an administrative meeting with the Village Manager and Superintendent. If the issues are still unresolved, a joint public meeting of both the Village and the School Board shall be scheduled within thirty (30) days of the initial administrative meeting. If the issue or issues are still unresolved to the mutual satisfaction of the Village and the School Board, then either party shall have the right to proceed as is contemplated in Paragraph 27 of this Agreement, below.

18. Failure of Agency to Pay Share of Costs and Expenses; Rights of Other Agency

In the event that either the Village or the School Board shall fail to pay its respective share of costs and expenses associated with this Agreement, and as provided for in the Use Agreement, the other party shall have the right to (1) seek payment through the avenues available pursuant to Paragraphs 17 and 27 of this Agreement, and/or (2) to terminate this Agreement as outlined in Section 6 hereof.

19. Liability Coverage; Insurance; Hold Harmless, Indemnity

Both the Village and the School Board agree that each will obtain general liability, property damage, and medical payment insurance coverage through either self-insurance, commercial insurance, or combination of both, in such limits as the Village and the School Board shall determine appropriate. Additionally, the Village and the School Board each represent to the other that it carries suitable public liability and property damage insurance, or is self-insured, in amounts adequate to cover any claim arising out of its respective use of the facilities and will continue to carry such insurance or remain self-insured during the entire term of this Agreement. Each party will be responsible for any acts of negligence on the part of its agents or employees. Each party will hold the other party harmless from all claims arising out of its respective use, and each party shall have a duty to defend all claims arising out of its respective use of the facilities. As part of each party's responsibility to the other party, the Village shall indemnify and hold harmless the School Board from and against all expenses liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (1) a failure by the Village to perform any of the terms or conditions of this Agreement, (2) any injury or damage happening on or about the recreational facility during periods when the Village is in nominal control of the facilities, including time when non-school related activities are taking place; (3) failure to comply with any law of any governmental authority, or (4) any

lien or security interest filed against the recreational facility; and the School Board shall indemnify and hold harmless the Village from and against all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (1) a failure by the School Board to perform any of the terms or conditions of this Agreement, (2) any injury or damage happening on or about the recreational facility during periods when the School Board is in nominal control of the facility, (3) failure to comply with any law of any governmental authority, or (4) any lien or security interest filed against the Village's premises or the facility.

20. Public Entity Crime

The Village and the School Board agree that each is in compliance with Section 287.133, Florida Statutes, and, upon request, will execute and file with the other its' sworn statement of compliance. The Village and School Board agree that they, through their agents, are aware of the provisions of Section 287.133, Florida Statutes.

21. E-Verify

The Village and the School Board agree that each is in compliance with Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute.

22. Covenant of No Interest

The Village and the School Board covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that each's only interest is to perform and receive benefits as recited in this Agreement.

23. Code of Ethics

The Village and the School Board agree that each agency's respective officers and employees recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and use of certain information.

24. No Solicitation/Payment

The Village and the School Board each warrant that it has not employed or retained any company or person, other than a bona fide employee working solely for the Village or School Board, to solicit or secure this Agreement and that neither the School Board nor the Village have paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Village or School Board, 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 and School Board agree that the non-breaching agency shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

25. Nondiscrimination

The Village and the School Board agree to comply with all Federal statutes, as applicable, relating to nondiscrimination. These include but are not limited to:

- A. Title VI of the Civil Rights Act of 1964 (P. L. 88-352) which prohibits discrimination on the basis of race, color or national origin.
- B. Title IX of the Education Amendment of 1972, as amended (20 U. S. C. ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex.
- C. Section 504. of the Rehabilitation Act of 1973, 3s amended (20 U. S. C. S. 794), which prohibits discrimination on the basis of handicaps.
- D. The Age Discrimination Act of 1975, as amended (12 U. S. C. ss. 6101-6107), which prohibits discrimination on the basis of age.
- E. The Drug Abuse Office and Treatment Act of 1972 (P. L. 92- 2551, 2s amended, relating to nondiscrimination on the basis of drug abuse.
- F. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P. L. 91-616), 3s amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- G. The Public Health Service Act of 1912, ss. 523 and 527, (42 U. S. C. 290 dd-3 and 290 ee-31), as amended, relating to confidentiality of alcohol and drug abuse patient records.

H. Title VIII of the Civil Rights Act of 1969 (42 U. S. C. s. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing.

I. The Americans with Disabilities Act of 1990(42. U. S. C. S. 1201 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability.

J. Any other nondiscrimination provisions of any Federal or state statutes, which may apply to the parties to, or the subject matter of, this Agreement.

26. Cooperation

The Village and School Board agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to any construction of the recreational facility, its use, and the provision of the services and materials under this Agreement in the event any administrative or legal proceeding is instituted against the other party relating to the formation, execution, performance or breach of this Agreement. The Village and School Board specifically agree that neither party shall be required to enter into any arbitration proceedings related to this Agreement or any Addendum to this Agreement.

27. Venue, Interpretation, Costs and Fees

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Sixteenth Judicial Circuit in and for Monroe County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

28. Books, Records and Documents

The Village and the School Board shall maintain books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied Each party to this Agreement or their authorized representative (s) shall have reasonable and timely access to such records of the other party

to this Agreement for audit purposes during the term of the Agreement and in accordance with the State Retention Schedule following the termination of this Agreement.

29. Public Access

The Village and the School Board shall allow and permit reasonable access to, and inspection of, all documents, papers, letters, or other materials subject to the provision of Chapter 119, Florida Statutes, and made or received by the Village or the School Board in conjunction with this Agreement; and the non-violating agency shall have the right to unilaterally cancel this Agreement upon violation of this provision by the violating agency.

30. Management/Notices

The Village's Project Manager under this Agreement is Village Manager or designee. The School Board's Project Manager is Superintendent or designee. Any notice or other written communication, except invoices, between the agencies shall be considered delivered when posted by Certified Mail, Return Receipt Requested; delivered in person to the Project Manager; or upon confirmed electronic receipt by telecopies/telefacsimile or email. Respective mailing shall be addressed to the Project Manager at the address listed in the preamble above.

31. Severability

In the event one or more provisions of this Agreement is declared invalid by a court of competent jurisdiction, the balance of this Agreement shall remain in full force and effect.

32. Non-Waiver of Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable. Notwithstanding the provisions of Section 768.28, Florida Statutes, the participation of the Village and the School Board in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not: be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the Village and the School Board be required to contain any provision for waiver.

33. Privileges and Immunities

All of the privileges and immunities from liability; exemptions from laws, ordinances, and rules, and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the Village and the School Board when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extraterritorially under this Agreement.

34. Legal Obligations and Responsibilities; Non-Delegation of Constitutional or Statutory Duties

This Agreement is not intended to, nor shall it be construed as, relieving any participating agency from any obligation or responsibility imposed upon the agency by law except to the extent of actual and timely performance thereof by any other participating agency, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the participating agencies, except to the extent permitted by the Florida constitution, state statutes, case law, and, specifically, the provisions of Chapter 163, Florida Statutes.

35. Non-Reliance by Non-Parties

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

36. Notices

All notices required or permitted to be given hereunder shall be in writing and shall be (a) delivered via hand delivery; (b) sent via Federal Express or a comparable overnight mail service; (c) mailed by U.S. registered or certified mail, return receipt requested; or (d) sent via electronic transmission with an original copy of the transmission mailed via regular mail, to Licensee or Licensors at the following addresses:

If to Village:	Islamorada, Village of Islands 87000 Overseas Highway Islamorada, FL 33036 Attention: Village Manager Telephone: (305) 664-2345 Facsimile: (305) 664-2399
With a copy to:	Weiss Serota Helfman Cole + Bierman, P.A. 2800 Ponce de Leon Blvd., Suite 1200 Miami, FL 33134 Attention: John J. Quick Telephone: 305-854-0800 Facsimile: 305-854-2323
If to School Board:	The School Board of Monroe County, Florida 241 Trumbo Road Key West, FL 33041 Attention: Doug Pryor Telephone: (305) 293-1400
With a copy to:	Vernis and Bowling of the Florida Keys P.A. 81990 Overseas Highway Islamorada, Florida 33036 Attention: Dirk M. Smits Telephone: (305)664-4675

Notices effective upon delivery or refusal of delivery of notice. The addressees and addresses for notice may be changed by giving notice. Until written notice of a change in address is delivered, the last addressee and address stated in this Agreement continues in effect for all purposes.

37. Section and Paragraph Headings.

The section and paragraph headings contained in this Agreement are for purposes of identification only and are not to be considered in construing this Agreement.

38. Effective Date

This Agreement, and any subsequent amendments, shall become effective upon recording with the Clerk of the Circuit Court of Monroe County, Florida.

[signature pages to follow]

IN WITNESS WHEREOF, the Islamorada Village of Islands, pursuant to a motion duly made, seconded, and passed in regular and open session and by and through its Mayor and Clerk; and the School Board, pursuant to a motion duly made, seconded, and passed in regular and open session and by and through its Chairman and Superintendent, have affixed their respective and representative hands and seals on the dates indicated.

**THE SCHOOL BOARD OF MONROE
COUNTY, FLORIDA**

By: _____
Suzanne Woltanski, Chair

Approved as to form and legal sufficiency:

(SEAL)

By: _____
Dirk M. Smits, School Board Attorney

ATTEST:

By: _____

ISLAMORADA, VILLAGE OF ISLANDS

By: _____
Joseph Pinder III
Mayor

Attest:

By: _____
Marne McGrath
Village Clerk

Approved as to form and legal sufficiency:

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



Council Communication

To: Mayor and Village Council
From: Robert Cole, Village Manager
Date: May 7, 2024
SUBJECT: Resolution Approving Purchase of Real Property Located at 83250 Overseas Highway and Associated Budget Amendment - TAB Y

Background:

This property is being acquired for public purpose, potentially to include redevelopment of a new public library in collaboration with Monroe County.

Analysis:

N/A

Budget Impact:

The purchase of real property located at 83250 Overseas Highway utilizing a combination of Unrestricted General Fund \$1.5 million and Capital Improvement Funds \$2.495 million is anticipated to have the following impact on each fund's balance as follows:

General Fund

FY2024 Estimated Unrestricted Fund	
Beginning Balance	\$ 4,541,800
Less Land Purchase	<u>(1,500,000)</u>
FY2024 Estimated Unrestricted Fund	
Ending Balance	<u>\$ 3,041,800</u>

Capital Projects Fund

FY2024 Estimated Capital Projects Fund	
Beginning Balance	\$ 7,549,700
Less Land Purchase	<u>(2,495,000)</u>
FY2024 Estimated Capital Projects Fund	
Ending Balance	<u>\$ 5,054,700</u>

Although this purchase brings our Unrestricted General Fund Balance below our target of \$3.290M, we anticipate that sufficient funding available through our anticipated year-end closeout to replenish this reserve.

Staff Impact:

N/A

Recommendation:

Approve the purchase contract.

Attachments: 1. 48Q3724-Resolution approving purchase and sale agreement of Island Christian Church property

RESOLUTION _____

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE PURCHASE AND SALE AGREEMENT BETWEEN ISLAMORADA, VILLAGE OF ISLANDS AND ISLAND COMMUNITY CHURCH, INC.; AUTHORIZING VILLAGE OFFICIALS TO EXECUTE, DELIVER AND IMPLEMENT THE TERMS AND CONDITIONS OF THE PURCHASE AND SALE AGREEMENT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Islamorada, Village of Islands ("Village") previously expressed an interest in potentially acquiring certain real property located at 83250 Overseas Highway, Islamorada, Florida ("Property"); and

WHEREAS, on or about April 19, 2024, the Village Manager proposed a letter of intent ("LOI") to Island Community Church, Inc. ("Church") related to the purchase of the Property; and

WHEREAS, on or about April 25, 2024, the Church accepted the terms of the LOI with one modification, which was accepted by the Village Manager; and

WHEREAS, the parties have prepared a purchase and sale agreement ("Agreement") consistent with the terms set forth in the LOI, subject to consideration by the Village Council of the Village (the "Village Council"); and

WHEREAS, the Village Council finds that the Agreement, this Resolution, and approval of a budget amendment are in the best interest and welfare of the residents of the Village.

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

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

Section 2. Approval of the Agreement. The Village Council hereby approves the terms and conditions of the Agreement attached hereto as Exhibit "A" together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. Execution of Agreement. The Village Manager is authorized to execute the Agreement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement, subject to the approval as to form and legality by the Village Attorney.

Section 4. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 5. Authorization of Fund Expenditures. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village purchasing code, the Village Manager is authorized to expend budgeted funds to implement the purchase of the Property.

Section 6. Approval of Budget Amendment. The Village Council approves the use of \$1.5M from General Fund Unrestricted Fund Balance and \$2.495M from Capital Projects Fund for the purchase of the Property, and the Village Council approves a corresponding budget amendment up Three Million, Nine Hundred and Ninety-Five Thousand And No/100 Dollars (\$3,995,000.00) to the FY budget 2023-2024.

Section 7. Applicability of Village Land Acquisition Procedures. The Village's Land Acquisition Procedures as set forth in Resolutions 03-06-29 and 09-02-10, as may be amended from time to time, do not apply to the acquisition of the Property because, *inter alia*,

the acquisition was a directive of the Council. Regardless, to the extent that the Land Acquisition Procedures could arguably be applicable to this transaction, they are hereby waived.

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

PASSED AND ADOPTED this ____ day of May, 2024.

Motion to adopt by _____. Seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

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

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY



Council Communication

To: Mayor and Village Council
From: Marne McGrath, Village Clerk
Date: May 7, 2024
SUBJECT: **Motion to Amend November Village Council Meeting Schedule to Hold the Regular Village Council Meeting on November 19, 2024, and the Land Use Council Meeting on November 21, 2024**

Background:

The Regular and Land Use Village Council Meetings for November 2024 are currently scheduled for November 12 and 14. The election results from the November 5 General Election will not be certified until the canvass is completed by the Monroe County Supervisor of Elections. There is a mandated 10-day waiting period after Election Day to allow for any additional overseas ballots to arrive and be tabulated.

In 2022, the election was not certified prior to the November Council Meeting and members of the outgoing Council were able to participate, while incoming Council Members were unable to serve due to the timing of the meeting coming before the canvass was completed.

Analysis:

Moving the November Council Meetings to the following week allows for the canvass to be completed, election results to be certified, and the new Council to be sworn in to participate in that month's Council meetings. The Thanksgiving holiday is the last week of November and should not be impacted by rescheduling the Council meetings.

Budget Impact:

There is no known budget impact to adjusting the November Council Meeting schedule.

Staff Impact:

There is no known staff impact to adjusting the November Council Meeting schedule.

Recommendation:

Approval to amend the 2024 Council Meeting schedule to move the November 12 and 14 Council Meetings to November 19 and 21.

Attachments: None



Council Communication

To: Mayor and Village Council
From: Terry Abel, Fire Chief
Date: May 7, 2024
SUBJECT: **Authorization for the Village Manager to Enter into a Letter of Intent for the Purchase of a 2025 Freightliner M2 Plus Cab and Chassis - TAB 10**

Background:

The Village's Fire Rescue Department has one rescue (ambulance vehicle) assigned to each of its three (3) fire stations plus one (1) reserve rescue vehicle to be used in the event that one of the other three rescues is being repaired or for special events/holidays with high call volume. The existing reserve rescue (R-120) is a 2009 AEV/International Type I Ambulance. The reserve truck has been in service as a first response truck for two months. The front-line truck (R-21) is a 2008AEV/Freightliner Type I Ambulance, which has been repetitively failing mechanically. The truck has been unreliable for emergency response. While completing the most recent repair to R-21, the technician found fuel in the coolant and engine oil, indicating a catastrophic engine failure. The engine could be repaired, however even if successful, the chassis and components will still be 15 years old, which has far exceeded the expected lifespan of 8-10 years. Staff feels, however, that the patient compartment module remains in usable condition, and can be remounted on a replacement chassis at significant financial and time savings over a new custom built truck.

Analysis:

Section 2-328(2) of the Village's Purchasing Ordinance, Waiver of competitive bidding, provides that the requirements of subsection 2-327(c)(4), Competitive bidding, may be waived "by use of an existing contract with the state, a state agency, another municipality, a political subdivision or a statewide professional association when such contract was awarded by a competitive bidding process and the contract extends the prices, term and conditions for such goods or services to the state's municipalities."

The attached Letter of Intent would authorize the Village Manager to indicate our willingness to purchase a 2025 Freightliner M2 Plus Cab and Chassis from Emergency Tactical Rescue Vehicles., with a waiver of competitive bidding by the Village based upon Florida Sheriffs Contract Bid #FSA223-VEF17.0: Fire & Rescue Vehicles, Boats & Equipment. Specification #611 Ambulance Type I – 4x2 Medium Duty Deisel Engine, which meets the specifications required by the Village's Fire Rescue Department.

The Village may terminate the agreement at any time without cause or penalty. The Letter Of Intent is essentially a placeholder secures a place in the production line, providing the Village the most expeditious avenue to receive a complete ambulance. Village Council will have additional opportunities to evaluate total cost of the contract approval is sought by Resolution. The chassis order must be received by May 15, 2024 for a current delivery date of January

2025.

Pricing for the remount will be provided by ETR within the next 60 days. Upon receipt of the total cost for the project, and approval by Village Council, the 2025 Freightliner M2 Chassis, and the 2008 AEV Type I Ambulance would be delivered to Emergency Tactical Vehicles (ETR) in Sanford, FL. ETR will refurbish and remount the patient module onto the 2025 chassis. The completed vehicle would replace the oldest front line rescue truck, which would in turn be placed into reserve status.

Budget Impact:

The proposed expenditure for the purchase of the 2025 Freightliner M2 would be for a cost of \$104,158.00. Exhibit "A" to the attached resolution is a letter of intent from Emergency Tactical Rescue Vehicles. Approval of this purchase would mean a possible use of fund balance in the Capital Projects Fund to cover the full purchase price.

The 2008 International Chassis would be disposed of by ETR.

Staff Impact:

Staff will coordinate, review and approve all vehicle specifications. Staff will prepare the 2008 AEV (R-21) for transport to Sanford FL. When the rescue completed new vehicle is complete, two (2) staff members from the Fire Rescue Department would travel by ground to ETR in Sanford, Florida, to inspect the vehicle prior to acceptance by the Village. There would be no other anticipated staff impact associated with this purchase.

Recommendation:

It is recommended that the Village Council authorize the Village Manager to provide a Letter of Intent to Emergency Tactical Vehicles to purchase a 2025 Freightliner M2 Plus cab and chassis.

Attachments: 1. Quote & Letter Of Intent

April 16, 2024

Mr. Terry Able, Fire Chief
Islamorada Fire Rescue
86800 Oversea Hwy
Islamorada, Fl. 33036

We are pleased to provide you with the following pricing and chassis specifications for the purchase of one (1) new 2025 Freightliner M2 Plus cab and chassis. Pricing is based on purchasing this unit off the Florida Sheriffs Contract Bid # FSA223-VEF17.0: Fire & Rescue Vehicles, Boats & Equipment. Specification #611 Ambulance Type I – 4x2 Medium duty Diesel engine.

PRICING:

- 2025 Freightliner M2 Plus cab and chassis \$104,158.00
- **Note: the above M2 cab and chassis can only be purchased for either remounting of your AEV Type I module or a new AEV Type I conversion. The order must be received by May 15, 2024 for a current delivery date of January 2025. The above price is good for 30 days. Pricing for either the remount or new conversion will be priced within the next 60 days.**
- **TERMS:** Payment in full is due upon the delivery of the completed vehicle. Upon payment, ETR, L.L.C. shall furnish the City a "Statement of Origin" or the necessary validated documents for title application.

Sincerely,



Scott Newcomer
Regional Sales Manager
ERT, L.L.C.

April 16, 2024

Letter of Intent
Irrevocable Purchase Order

Mr. Terry Able, Fire Chief
Islamorada Fire Rescue
86800 Oversea Hwy.
Islamorada, FL 33036

Village of Islamorada hereby state and represent that it is your intention to purchase, and hereby confirm that we are ready, willing, and able to purchase the following, one (1) new 2025 Freightliner M2 Plus standard cab and chassis as per specification and in the quantity and for the price as specified in the attached Quote. This representation is made with the full authority and responsibility of the Village of Islamorada City Council.

PRICING:

- Estimated price per unit - \$104,158.00.
- Payment in full is due upon the delivery of the completed vehicle. Upon payment, ETR L.L.C. shall furnish the City a "Statement of Origin" or the necessary validated documents for title application.

Print Name _____ Title _____

Date _____

Witness Name _____ Title _____

Date _____

Sincerely,



Jerry Michaluk
President/CEO
ETR, L.L.C.

After-Action Report

Update for **May 7, 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:

- Kimberly Matthews from Monroe County was to create a process roadmap to be used by the Village for a successful SP process. Ms. Matthews reported that the process roadmap would be delivered on or before April 08, the last day of her authorized support to Village operations under the agreement with Monroe County.

Next Step(s): Village is focusing on the Comp Plan update and will roll in an Implementation Element. The Comp Plan RFP is scheduled to be released in May 2024. Upon Completion of the Comp Plan, the Village will initiate a strategic planning cycle to bridge Comp Plan updates.

#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.

Council Directed Actions and Policies Status Report

Update for **May 7, 2024**, Council Meeting

Actions accomplished:

- Initial conversations have been held between the Village and County staff.
- Church is proceeding with rezoning application, leaving possibility for application withdrawal should Village purchase discussions advance.
- 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.
- **Zoning Map and FLUM amendments were considered at the April 11 Council Meeting and passed on first reading.**

Next steps: The Village Manager is working with Legal regarding purchase of the property.

#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.

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.

Next Step(s): TBD – this project may fall under the Assistant to the Village Manager when that position is filled.

#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: The Village Manager is working with the Clerk and counsel to compile appropriate resource materials and an onboarding schedule.

Next Step(s): A motion to move the November meeting dates is on the May 7 Council agenda in an effort to seat the new Council immediately after election results are certified.

#VM24-04

Relocation of Public Works Materials and Machinery from Founders Park

Date of Direction: April 9, 2024

Responsible Party: Village Manager

Direction: Council directed staff to research suitable properties and authorized the Village Manager to pursue Council's stated goal to remove the DPW operations from Founders Park

Actions Accomplished: TBD

Council Directed Actions and Policies Status Report

Update for May 7, 2024, Council Meeting

Next Step(s): Council Members Gregg and Rosenthal indicated they were aware of sites that may potentially be a fit. Council Member Jolin and Vice Mayor Mahoney indicated they could be available for a Special Call meeting if necessary. The Village has entered into a Letter of Intent with Island Community Church for as purchase price of \$3.995M. It is anticipated that a purchase contract will be presented for Council consideration at the May 07 regular meeting. An appraisal is pending. Provided the purchase is approved with proposed terms and conditions, Island Community Church will continue to use the facility for Sunday services for a period not to exceed one year.

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.

#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 Village Manager.

Council Directed Actions and Policies Status Report

Update for **May 7, 2024**, Council Meeting

#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.
- Daniel Parobok presented his analysis to the Council on April 11th.

Next Step(s): TBD

#PL23-09

Affordable Housing Unit Reservation

Date of direction: November 9, 2023

Responsible Party: Planning and Development Services

Direction: In response to a request that 8 affordable housing units (from the 300 units expected from the State) be reserved for Coral Bay Marina, the Village Council directed that the Village should adopt a related policy before considering the reservation for Coral Bay Marina. The Council also directed that 8 units should be re-reserved for the Woods Avenue lots owned by the Village.

Actions accomplished:

- Monroe County Code section 138-24 (b) explains the criteria for reservations. The application is a letter addressed to the Planning Director requesting the reservation.
- Staff presented policy guidelines at April 09 meeting.

Next Step(s): Staff will use this Code section as a template for draft to the Council. Staff presented 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

Council Directed Actions and Policies Status Report

Update for **May 7, 2024**, Council Meeting

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.

PUBLIC WORKS (PW)

#PW23-01

The Fills

Date of direction: ongoing since 2014

Responsible Party: Public Works Director

Direction: On August 17, 2023, Council adopted Resolution No. 23-08-77 approving consultant to update the Master Plan for the Fills to remove all parking, turn lanes, underpass and passive park amenities and to design demolition of existing parking. At the RVCM on December 12, 2023, Councilman Rosenthal expressed concern over the delayed timeline for work on the Fills by FKAA and FDOT and its impact on the Village's efforts to control parking and use. The Village Council directed that Village staff should reach out to FDOT to see if boulders could be placed in the areas of the Fills where traffic cones and tape have been placed and in the areas where parking is currently available to effectively create the limitations on parking and use that the Village is ultimately seeking. Council's goal is to decrease overtime expense for staff to sit at the Fills to control access.

Actions accomplished:

- As of November 8, 2023, requisite survey of entire Fills underway.
- On December 13, 2023, Public Works Director A J Engelmeyer spoke with his contact at FDOT about the Village's request to place boulders along the Fills and to ask what could be done to keep people from parking in the clear zone that would result between the boulders and the Overseas Highway.
- By the meeting on January 9, 2024, FDOT confirmed that the Village could place boulders along the right of way on the Fills outside of the clear zone.
- 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.
- **FDOT Permit Application for removal of parking areas and the remediation of the asphalt removed is pending.**

Next Step(s): The Public Works Director will begin project once permit approval has been granted by FDOT. Work to be completed by public works department.

#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

Council Directed Actions and Policies Status Report

Update for **May 7, 2024**, Council Meeting

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, RVC, 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, RVC, 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.
- Draft ILA and Operating Agreement has been with School Board attorneys since March 7.
- **The Village Manager met with MCS Superintendent Theresa Axford and Patrick LaFere on April 23**

Next Step(s): The Interlocal Agreement, which is the umbrella agreement that has been in effect for several years and authorizes School use of our existing baseball facilities, will be renewed prior to any agreement regarding the baseball field licensing.

Monroe County Schools will make a brief presentation to Council at the May 7 meeting, outlining their proposed path forward to gain consensus on a prospective field renovation and associated operating plan.

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): This item has been rolled into item FR #23-01

#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.
- Ordinance passed on first reading. Second reading will occur at the next regular Village Council meeting.

Next Step(s): Ordinance failed on second reading. This item will be removed from the report.

#VA24-2

Legislative Priorities Workshop

Council Directed Actions and Policies Status Report

Update for **May 7, 2024**, Council Meeting

Date of direction: April 9, 2024

Responsible Party: Village Attorney

Direction: Schedule a legislative priorities workshop before the end of June as required in Council's Meeting Procedures.

Actions accomplished: Ryan Matthews of GrayRobinson presented a Legislative session wrap-up summarizing actions taken and noted that the Legislature is expected to convene for its 2025 session in March. He surmised that a June workshop would give a good lead time to finalize legislative priorities by the late fall.

Next step(s): Work with Village Manager to schedule the workshop. **The workshop will be scheduled in June 2024.**

#VA24-03

Sister City Agreement – Additional Information

Date of direction: April 9, 2024

Responsible party: Village Attorney

Direction: Staff to bring back additional information on Sister City program

Actions accomplished: TBD

Next Steps: TBD

FINANCE (FN)

#FN23-01

Purchasing Policy and Procedures Update

Date of direction: August 2, 2023

Responsible Party: Finance Director

Direction: On August 2, 2023, Council gave direction to update the Purchasing Policy and Procedures specific to the dollar amount for Village Manager Authorization.

Actions accomplished:

- In August, 2023, Finance Director gathered the policies of Monroe County and local municipalities for comparison and reached out the Government Finance Officers Association (GFOA) for standard practices, guidance, and future review.
- At its meeting on January 9, 2024, the Village Council directed that the Village's purchasing guidelines should include a "green policy" whereby the Village must consider electric alternatives whenever anything with a motor is being purchased.
- 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. **Ordinance failed on second reading. This item will be removed from the report.**

#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.

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.

Council Directed Actions and Policies Status Report

Update for **May 7, 2024**, Council Meeting

[FIRE \(FR\)](#)

#FR23-01

Request to Establish a Marine-Based Emergency Response Program and Acquire Vessel(s)

Date of direction: December 12, 2023

Responsible Party: Fire Chief

Direction: In response to a presentation by and request from the Fire Chief to establish a Marine-Based Emergency Response Program and potentially acquire two vessels (one short-term acquisition through acceptance of a donation and the second a long-term acquisition through use of legislative appropriation funding), the Council directed that the Fire Chief should return with more information regarding the vessel he would like the Village to accept as a donation from the Islamorada Firefighters Benevolent Association and more information on the costs associated with establishing and managing an ongoing program, including CBA implications.

The Village Council directed that the Village Attorney analyze the Fire CBA to advise of potential implications which may result from the creation of a Fire Boat Emergency Response program. Village Attorney is awaiting full proposal in order to complete analysis.

Actions accomplished:

- The Fire Chief is gathering information for a presentation to the Village Council.

Next Step(s): Chief Abel provided additional documents for council consideration and the matter is being placed on May 07 agenda for consideration.

[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.
- 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.

Next Step(s)

The RFP was issued on Thursday, March 21, 2024, and the deadline for proposal submittals is Monday, April 22, 2024, 3:00pm. Four sealed proposals were submitted in response to the RFP. An Evaluation Committee is assigned to review, evaluate, and rank the

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proposals on Wednesday, May 1, 2024. The "Committee's" recommendation on approving the final ranking will be presented to Village Council at a future meeting date.

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

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Explanation of Notification Process for use of Great Lawn by the Florida Keys Mosquito Control District (FKMCD)

Date of direction: December 12, 2023

Responsible Party: Village Manager

Direction: At its meeting on December 12, 2023, the Village Council approved an ILA with the FKMCD to allow the agency to utilize the Great Lawn at Founders Park periodically to refuel helicopters and reload them with product for dissemination via air. The Village Council further directed that staff should return with an explanation of the notification chain for use of the Great Lawn, including notices published on the Village's website and distributed via email and the GoGov application.

Actions accomplished:

- Village staff and FKMCD staff prepared a Memorandum of Understanding detailing the notification process.

Next Step(s): The MOU covering the notification process has been sent to the Village Council via email and will be followed by staff of both parties.

#VM23-10

Renewal of Attention Media Engagement

Date of direction: December 12, 2023

Responsible Party: Village Manager

Direction: At the RVC 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:

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- 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.

#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.

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- 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.

#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

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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.

#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.